

**USE OF FUNDS AGREEMENT
MIDDLE FORK PROJECT FUEL REDUCTION MANAGEMENT PROGRAM**

This Use of Funds Agreement made and entered into this _____ day of _____ 2021, by and between the COUNTY OF PLACER, a political subdivision of the State of California, hereinafter referred to as "County", and FORESTHILL / IOWA HILL FIRE SAFE COUNCIL, a general law city duly organized and existing under the laws of the State of California, hereinafter referred to as "Grantee".

W I T N E S S E T H:

WHEREAS, the County has received certain funds, through an annual funding agreement between the County and the Placer County Water Agency (PCWA), to support projects that perform fuel management and other fire risk reduction activities in areas associated with the Middle Fork American River Hydroelectric Project (hereinafter "MFP Funds").

WHEREAS, the County seeks to grant MFP Funds for use on eligible projects in the Middle Fork Project area, and on June 3, 2014 established a Fuel Reduction Management Grant Program for that purpose.

WHEREAS, the County has reviewed and considered the Project application submitted by Grantee, as such Project is identified on attached Exhibit A (the "Grantee Project"), and has determined that the Grantee Project is an eligible project for the use of MFP Funds.

WHEREAS, County desires to grant to Grantee MFP Funds in the amount of Forty-Nine Thousand Five Hundred and 00/100 Dollars (\$49,500.00) in calendar year 2021 to assist with implementation of the Grantee Project Middle Fork Project Tree Mortality Removal Program on the terms and conditions stated herein.

NOW, THEREFORE, it is hereby agreed by and between the parties hereto as follows:

1. The Recitals listed above are incorporated into this Agreement.
2. County shall grant to Grantee MFP Funds in the amount of Forty-Nine Thousand Five Hundred and 00/100 Dollars (\$49,500.00) (the "Grant Funds") within thirty (30) days of receipt by County of a written request (the "Grant Request") from Grantee. Grantee shall provide the Grant Request to County within ninety (90) days from the date of this Agreement. The Grant Request shall state the account to which the Grantee requests funds be deposited and other information reasonable and necessary to allow the County to wire or otherwise deliver funds to Grantee.
3. Grantee shall use Grant Funds exclusively for the Grantee Project. Grantee shall provide a written status report on the Grantee Project to County by January 31, 2022 in a format reasonably requested by the County, including an accounting of the use of the Grant Funds.

4. During the use of Grant Funds for the Grantee Project, Grantee shall publicly recognize that the implementation of the Grantee Project was funded in part by MFP Funds granted by the County of Placer. Recognition of the County may be provided in the same manner as recognition provided to other Grantee Project funding entities.
5. The Grantee Project shall be formally included in the Grantee's budget for the Grantee Project no later than December 31, 2021, unless County grants an extension in writing. Any Grant Funds not included into Grantee's budget for the Grantee Project by December 31, 2021 shall be returned to the County, unless extended in writing by the County.
6. Grantee shall comply with all laws, rules, and regulations applicable to the Grantee Project and use of the Grant Funds.
7. All property and/or improvements purchased and/or installed by Grantee pursuant to this Agreement shall become the sole and separate property of Grantee as of the time said property and/or improvements are installed.
8. Grantee agrees that funds granted to it for the implementation of the Grantee Project shall not be used for any purpose not specified in this Agreement.
9. Grantee shall keep detailed accounting records in accordance with generally accepted accounting principles and as may be otherwise reasonably requested by County. County shall have the right to inspect said records at any reasonable time.
10. All notices to either party that may be required or authorized by this Agreement shall be in writing and either deposited in the United States Mail, postage prepaid, or personally delivered. The notice shall be effective upon the date of personal delivery or date of mailing. Notices regarding this Agreement shall be sent or delivered to the Grantee or County at:

Grantee:

PO Box 3716
Iowa Hill, CA 95713

County:

Placer County Department of Public Works
Attn: Middle Fork Project Manager
3091 County Center Dr., Suite 170
Auburn, CA 95603

Either party may amend its address for notice by notifying the other party in writing.

11. Grantee shall save, keep, hold harmless, defend, and indemnify County from all damages, costs, or expenses in law or equity that may at any time arise or otherwise occur because of damage to property or personal injury received by reason of or in the course of performing work which may be occasioned by any willful or negligent act or omission of Grantee, any of Grantee's employees, agents, representatives, contractors and/or subcontractors. Grantee shall be responsible for any liability imposed by law and for death, injury, or damage to property of any person including, but not limited to, workmen, subcontractors, and the public, resulting from any cause whatsoever during the progress of the work or at any time before or after its completion and final acceptance.

If any judgment is rendered against County for any injury, death or damage caused by Grantee as a result of work performed or completed, pursuant to this Agreement, Grantee shall, at its own expense, satisfy and discharge any judgment.

As used above, the term County means the County of Placer, its officers, agents, employees, and volunteers.

12. Grantee shall maintain, at all times during the performance of this Agreement, insurance coverage or self-insurance in the amounts of not less than One Million Dollars (\$1,000,000) to cover all of its operations, including, but not limited to, not less than One Million Dollars (\$1,000,000) general liability, One Million Dollars (\$1,000,000) automobile Liability, and One Million Dollars (\$1,000,000) workers' compensation. Grantee shall provide additional insured endorsements naming the County in a form satisfactory to the County's Risk Manager. Grantee may meet the requirements of this Section 12 through a program of self-insurance acceptable to the County's Risk Manager.
13. This Agreement shall inure to the benefit of, and bind the parties hereto, and their successors and assigns, including any and all entities to whom the property and facilities herein referred to may be transferred by reason of incorporation, annexation, unification, consolidation, or for any other reason.
14. If any provision of this Agreement, as applicable to either party, or to any other person or circumstance, is for any reason held to be invalid, it should not affect the validity of any other provision of this Agreement. The waiver by either party hereto, of any breach, term, covenant, or condition contained herein shall not constitute a waiver of any subsequent term, covenant, or condition contained herein.
15. This is an integrated Agreement and contains all of the terms, conditions, understandings, and promises of the parties. The terms of this Agreement may not be modified except upon the mutual written consent of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on behalf of the persons duly authorized by the governing boards of the parties hereto.

[Signatures on following page]

County of Placer "County"

By: _____
Print Name: _____
Its: _____
Date: _____

Approved As To Form

By: _____
County Counsel Date

Foresthill / Iowa Hill Fire Safe Council

By: _____
Print Name: _____
Its: _____
Date: _____

Exhibit A
Grantee Project Description

Title: Middle Fork Project Tree Mortality Removal Program
Applicant: Foresthill / Iowa Hill Fire Safe Council
County Plan project references: 1) Western Slope Placer County Community Wildfire Protection Plan (CWPP), 2) DMA 2000 Local Hazard Mitigation Plan (FEMA approved), and 3) Foresthill, Iowa Hill (RAMS)

Total Project Cost: \$124,000
Application agency contribution: \$74,500
Request of funds: \$49,500

Recommendation of funds: \$49,500

Summary of Project: The Foresthill / Iowa Hill Fire Safe Council (FSC) in cooperation with the Monte Verde Estates, Trailhead Estates, Michigan Bluff, and Foresthill Firewise Communities, Cal Fire NEU Unit, USFS, Placer County Fire Alliance, and other partners propose a program to assist homeowners in removing dead or dying trees within the 150' defensible space of structures in the Foresthill / Iowa Hill FSC MFP nexus area. In 2019, projects funded through the MFP allowed removal of 259 Tree Mortality Hazard trees in the Foresthill / Michigan Bluff MFP areas. Dead or dying trees resulting from extreme prolonged drought, pine beetles, and other tree parasites will be removed, thus reducing the risk to public safety, ingress and egress, structures, and perform fuel management activities that support a reduction in potential fire in the Middle Fork Project (MFP) area. This area is a critical forested watershed and protection of it is of paramount importance along with the forest communities that are critical to our economy. Trees infested with beetles will be treated according to best management practices, including felling and covering with plastic to help reduce beetle spread. The FSC and Firewise Communities will work with partners to identify individuals in need, perform site visits to identify necessary work and provide educational materials, and coordinate with local agencies, contractors, and volunteers to complete tree removal work.

These individual properties are dispersed throughout our communities and may be the one property that prevents an entire community from being defensible or fire safe. This program could help ensure consistent fuels reduction throughout a community, and reduce the risk of fire spreading from the individual property into the community or neighboring structures as well as protecting the MFP area from fire originating in these communities and spreading into the watershed.

The entire region is listed by Cal Fire as a 'Very High Fire Hazard Severity Zone'. The neighborhoods are on the Federal Register list of 'Communities at Risk' because wildfires, originating in the canyons, progress rapidly up the steep slopes threatening property and lives. These fires can also originate in these forested communities and progress into the canyons, threatening this critical watershed.

This program will assist in removing approximately 75 additional dead or dying trees adjacent to or within strategically placed fuels reduction project areas planned for 2021 or completed within the past 5 years. This project is adjacent to Bureau of Land Management (BLM), Bureau of Reclamation (BOR) lands, U.S. Forest Service Tahoe National Forest (USFS)

lands, and the PCWA Middle Fork Project area. The Foresthill / Iowa Hill FSC and Firewise Communities have continually worked on private lands to create strategically placed shaded fuelbreaks and educate the communities on defensible space. This has been accomplished through volunteer hours, private dollars, Middle Fork Project grant funds, grants from NRCS, and grants acquired by the Foresthill / Iowa Hill FSC through the California Fire Safe Council Clearinghouse from BLM. These combined dollars amount to \$438,800; over the past two years, we have used \$299,900 of these funds for match towards this project. In 2021, we wish to continue this project by using an additional \$74,500 as match for this year's second phase \$124,000 project.

Date of Board of Supervisors Approval: August 10, 2021

**USE OF FUNDS AGREEMENT
MIDDLE FORK PROJECT FUEL REDUCTION MANAGEMENT PROGRAM**

This Use of Funds Agreement made and entered into this _____ day of _____ 2021, by and between the COUNTY OF PLACER, a political subdivision of the State of California, hereinafter referred to as "County", and CITY OF AUBURN, a general law city duly organized and existing under the laws of the State of California, hereinafter referred to as "Grantee".

W I T N E S S E T H:

WHEREAS, the County has received certain funds, through an annual funding agreement between the County and the Placer County Water Agency (PCWA), to support projects that perform fuel management and other fire risk reduction activities in areas associated with the Middle Fork American River Hydroelectric Project (hereinafter "MFP Funds").

WHEREAS, the County seeks to grant MFP Funds for use on eligible projects in the Middle Fork Project area, and on June 3, 2014 established a Fuel Reduction Management Grant Program for that purpose.

WHEREAS, the County has reviewed and considered the Project application submitted by Grantee, as such Project is identified on attached Exhibit A (the "Grantee Project") and has determined that the Grantee Project is an eligible project for the use of MFP Funds.

WHEREAS, County desires to grant to Grantee MFP Funds in the amount of Forty-Nine Thousand Five Hundred and 00/100 Dollars (\$49,500.00) in calendar year 2021 to assist with implementation of the Grantee Project American River Canyon Shaded Fuel Break – Auburn Bluffs on the terms and conditions stated herein.

NOW, THEREFORE, it is hereby agreed by and between the parties hereto as follows:

1. The Recitals listed above are incorporated into this Agreement.
2. County shall grant to Grantee MFP Funds in the amount of Forty-Nine Thousand Five Hundred and 00/100 Dollars (\$49,500.00) (the "Grant Funds") within thirty (30) days of receipt by County of a written request (the "Grant Request") from Grantee. Grantee shall provide the Grant Request to County within ninety (90) days from the date of this Agreement. The Grant Request shall state the account to which the Grantee requests funds be deposited and other information reasonable and necessary to allow the County to wire or otherwise deliver funds to Grantee.
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4. During the use of Grant Funds for the Grantee Project, Grantee shall publicly recognize that the implementation of the Grantee Project was funded in part by MFP Funds granted by the County of Placer. Recognition of the County may be provided in the same manner as recognition provided to other Grantee Project funding entities.
5. The Grantee Project shall be formally included in the Grantee's budget for the Grantee Project no later than December 31, 2021, unless County grants an extension in writing. Any Grant Funds not included in Grantee's budget for the Grantee Project by December 31, 2021 shall be returned to the County, unless extended in writing by the County.
6. Grantee shall comply with all laws, rules, and regulations applicable to the Grantee Project and use of the Grant Funds.
7. All property and/or improvements purchased and/or installed by Grantee pursuant to this Agreement shall become the sole and separate property of Grantee as of the time said property and/or improvements are installed.
8. Grantee agrees that funds granted to it for the implementation of the Grantee Project shall not be used for any purpose not specified in this Agreement.
9. Grantee shall keep detailed accounting records in accordance with generally accepted accounting principles and as may be otherwise reasonably requested by County. County shall have the right to inspect said records at any reasonable time.
10. All notices to either party that may be required or authorized by this Agreement shall be in writing and either deposited in the United States Mail, postage prepaid, or personally delivered. The notice shall be effective upon the date of personal delivery or date of mailing. Notices regarding this Agreement shall be sent or delivered to the Grantee or County at:

Grantee:

City of Auburn
1225 Lincoln Way
Auburn, Ca 95603

County:

Placer County Department of Public Works
Attn: Middle Fork Project Manager
3091 County Center Dr., Suite 170
Auburn, CA 95603

Either party may amend its address for notice by notifying the other party in writing.

11. Grantee shall save, keep, hold harmless, defend, and indemnify County from all damages, costs, or expenses in law or equity that may at any time arise or otherwise occur because of damage to property or personal injury received by reason of or in the course of performing work which may be occasioned by any willful or negligent act or omission of Grantee, any of Grantee's employees, agents, representatives, contractors, and/or subcontractors. Grantee shall be responsible for any liability imposed by law and for death, injury, or damage to property of any person including, but not limited to, workmen, subcontractors, and the public, resulting from any cause whatsoever during the progress of the work or at any time before or after its completion and final acceptance.

If any judgment is rendered against County for any injury, death, or damage caused by Grantee as a result of work performed or completed, pursuant to this Agreement, Grantee shall, at its own expense, satisfy and discharge any judgment.

As used above, the term County means the County of Placer, its officers, agents, employees, and volunteers.

12. Grantee shall maintain, at all times during the performance of this Agreement, insurance coverage or self-insurance in the amounts of not less than One Million Dollars (\$1,000,000) to cover all of its operations, including, but not limited to, not less than One Million Dollars (\$1,000,000) general liability, One Million Dollars (\$1,000,000) automobile Liability, and One Million Dollars (\$1,000,000) workers' compensation. Grantee shall provide additional insured endorsements naming the County in a form satisfactory to the County's Risk Manager. Grantee may meet the requirements of this Section 12 through a program of self-insurance acceptable to the County's Risk Manager.
13. This Agreement shall inure to the benefit of, and bind the parties hereto, and their successors and assigns, including any and all entities to whom the property and facilities herein referred to may be transferred by reason of incorporation, annexation, unification, consolidation, or for any other reason.
14. If any provision of this Agreement, as applicable to either party, or to any other person or circumstance, is for any reason held to be invalid, it should not affect the validity of any other provision of this Agreement. The waiver by either party hereto, of any breach, term, covenant, or condition contained herein shall not constitute a waiver of any subsequent term, covenant, or condition contained herein.
15. This is an integrated Agreement and contains all of the terms, conditions, understandings, and promises of the parties. The terms of this Agreement may not be modified except upon the mutual written consent of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on behalf of the persons duly authorized by the governing boards of the parties hereto.

[Signatures on following page]

County of Placer “County”

By: _____
Print Name: _____
Its: _____
Date: _____

Approved As To Form

By: _____
County Counsel Date

City of Auburn

By: _____
Print Name: _____
Its: _____
Date: _____

Exhibit A
Grantee Project Description

Title: American River Canyon Shaded Fuel Break – Auburn Bluffs

Applicant: City of Auburn Fire Department

County Plan project references: 1) Western Slope Placer County Community Wildfire Protection Plan (CWPP), 2) DMA 2000 Local Hazard Mitigation Plan (FEMA approved), 3) the Greater Auburn Area Fire Safe Council (GAAFSC) Strategic Plan, and 4) 2019 City of Auburn Fire Department's WUI Strategic Plan.

Total Project Cost: \$125,000

Application agency contribution: \$75,500

Request of funds: \$49,500

Recommendation of funds: \$49,500

Summary of Project: The objective of the American River Canyon Shaded Fuel Break proposed project is to provide a means of protection to the Auburn community from the disaster of wildfire, preserve our natural and cultural resources, enhance our watershed, support wildlife habitat, and maintain recreational opportunities to the pristine American River and Auburn State Recreation Area.

The Shaded Fuel Break is a carefully planned thinning of dense vegetation so that wildfire does not easily move from the ground into the overhead tree canopy where fire intensifies and spreads rapidly. The intent of the Shaded Fuel Break is to provide protection by reducing flammable fuels consumed in a wildfire to lessen fire intensity and to allow fire suppression resources the ability to achieve the highest probable success in mitigating such a wildfire.

Vegetation will be removed by hand and/or mechanically using hand saws, pole saws, chainsaws, and mastication. Cut materials will be hauled, stacked in piles, and chipped with a mechanical chipper. Chipped materials will be scattered within the project area and left on site for natural decomposition and soil stability enhancement. Although the prescription allows for pile burning, this project has been planned with the chipping component to 1) avoid smoke issues, 2) create a more complete project by cutting and chipping, and 3) avoid additional crew time for pile burning. Burning may be used in some cases to eliminate invasive plant species instead of chipping where the broadcast of material may expand such species.

Outcomes of success for this Project include providing defensible space for homes within the Wildland Urban Interface and the effect of the visible fuels reduction, thus creating an immediate fire safe area and the long term ability to continue regular maintenance year after year in a way that is manageable from a ground work perspective and fiscally feasible. The Project will not only bring fire safety to the community, but esthetically pleasing views of well-maintained wildland urban interface lands, a greater producing watershed, a more diverse ecological system, greater recreational opportunity, sustainability to cultural resources and an example of a multi-agency collaborative project.

The Project area will encompass approximately 10 acres where treatment will be applied. Fuel arrangement and continuity are comprised of ladder fuels well developed in the Project area that are comprised of ground fuels, annual grasses and forbes intertwined with the

brush, and mid-story fuels that grow directly under the tree canopy. In many areas the continuity of ground fuels to canopy cover is so dense that multiple brush and tree species do not achieve healthy growth and end up competing with each other. This fuel prohibits larger tree species adequate growth to perhaps become resistant to wildfire.

This Project is crucial to reduce destruction from wildfire and is critical to the watershed. These areas include drainages known as “chutes” or “chimneys”; very steep V shaped canyons that can quickly develop massive fuel loads of natural vegetation when during a wildfire will burn with fierce intensity and cause major destruction to any structures as well as the land itself when not maintained. Fire professionals are extremely concerned when any wildfire occurs in drainages due to the fact that fuels burn extremely rapidly, there is limited success in fire suppression efforts because of terrain, and such areas are an extreme safety concern for firefighting personnel and surrounding development due to intense fire behavior. The 2012 Robbers Fire and the 2013 American Fire in the upper American River Watershed System both incurred intense fire behavior in such drainages. Limited, if any, success of fire suppression occurred in these areas and afterwards it was observed that all vegetative materials were totally consumed by intense fire including significant layers of soil. This leaves the V shaped canyons prone to severe erosion and soil runoff during times of precipitation. The V shaped canyons are watershed collectors for ground surface waters that feed into main watershed streams such as the American River. By reducing the vegetation in drainages, fire suppression may be more effective, watersheds may experience less destruction from wildfire, and less vegetation generally will add water to the natural system, in this case, the American River.

The Project area encompasses private lands and is part of the overall American River Canyon Shaded Fuel Break. In 2019-2021 the adjacent public lands were treated through a CAL FIRE grant administered by the Placer County Resource Conservation District. This 1.9-Million-dollar grant will apply approximately \$43,000 to the adjacent public lands for crew work on Bureau of Reclamation lands. The Auburn Bluffs HOA has also applied approximately \$32,500 towards this overall project. These requested funds will cover ground maintenance work with a nexus to the public lands. In addition, it is estimated that the City of Auburn Fire Department will match approximately \$2,000 “in-kind” through staff coordination and project implementation time.

The City of Auburn has filed a Notice of Exemption for this project of which is consistent with like projects administered by the fire department. Adjacent land in public holding; Bureau of Reclamation (BOR) land and leased to California State Parks for recreational use, NEPA has been performed by the Bureau of Reclamation; Categorical Exclusion Checklist (CEC) updated/completed in 2018.

Date of Board of Supervisors Approval: August 10, 2021

**USE OF FUNDS AGREEMENT
MIDDLE FORK PROJECT FUEL REDUCTION MANAGEMENT PROGRAM**

This Use of Funds Agreement made and entered into this _____ day of _____ 2021, by and between the COUNTY OF PLACER, a political subdivision of the State of California, hereinafter referred to as "County", and PLACER LAND TRUST, a California nonprofit corporation, hereinafter referred to as "Grantee".

W I T N E S S E T H:

WHEREAS, the County has received certain funds, through an annual funding agreement between the County and the Placer County Water Agency (PCWA), to support projects that perform fuel management and other fire risk reduction activities in areas associated with the Middle Fork American River Hydroelectric Project (hereinafter "MFP Funds").

WHEREAS, the County seeks to grant MFP Funds for use on eligible projects in the Middle Fork Project area, and on June 3, 2014 established a Fuel Reduction Management Grant Program for that purpose.

WHEREAS, the County has reviewed and considered the Project application submitted by Grantee, as such Project is identified on attached Exhibit A (the "Grantee Project"), and has determined that the Grantee Project is an eligible project for the use of MFP Funds.

WHEREAS, County desires to grant to Grantee MFP Funds in the amount of Fifteen Thousand Two Hundred and 00/100 Dollars (\$15,200.00) in calendar year 2021 to assist with implementation of the Grantee Project Placer Land Trust MFP Area Fuel Reduction Project on the terms and conditions stated herein.

NOW, THEREFORE, it is hereby agreed by and between the parties hereto as follows:

1. The Recitals listed above are incorporated into this Agreement.
2. County shall grant to Grantee MFP Funds in the amount of Fifteen Thousand Two Hundred and 00/100 Dollars (\$15,200.00) (the "Grant Funds") within thirty (30) days of receipt by County of a written request (the "Grant Request") from Grantee. Grantee shall provide the Grant Request to County within ninety (90) days from the date of this Agreement. The Grant Request shall state the account to which the Grantee requests funds be deposited and other information reasonable and necessary to allow the County to wire or otherwise deliver funds to Grantee.
3. Grantee shall use Grant Funds exclusively for the Grantee Project. Grantee shall provide a written status report on the Grantee Project to County by January 31, 2022 in a format reasonably requested by the County, including an accounting of the use of the Grant Funds.
4. During the use of Grant Funds for the Grantee Project, Grantee shall publicly recognize that the implementation of the Grantee Project was funded in part by

MFP Funds granted by the County of Placer. Recognition of the County may be provided in the same manner as recognition provided to other Grantee Project funding entities.

5. The Grantee Project shall be formally included in the Grantee's budget for the Grantee Project no later than December 31, 2021, unless County grants an extension in writing. Any Grant Funds not included into Grantee's budget for the Grantee Project by December 31, 2021 shall be returned to the County, unless extended in writing by the County.
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Grantee:

Placer Land Trust
922 Lincoln Way #200
Auburn, CA 95603

County:

Placer County Department of Public Works
Attn: Middle Fork Project Manager
3091 County Center Dr., Suite 170
Auburn, CA 95603

Either party may amend its address for notice by notifying the other party in writing.

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As used above, the term County means the County of Placer, its officers, agents, employees, and volunteers.

12. Grantee shall maintain at all times during the performance of this Agreement insurance coverage or self-insurance in the amounts of not less than One Million Dollars (\$1,000,000) to cover all of its operations, including, but not limited to, not less than One Million Dollars (\$1,000,000) general liability, One Million Dollars (\$1,000,000) automobile Liability, and One Million Dollars (\$1,000,000) workers' compensation. Grantee shall provide additional insured endorsements naming the County in a form satisfactory to the County's Risk Manager. Grantee may meet the requirements of this Section 12 through a program of self-insurance acceptable to the County's Risk Manager.
13. This Agreement shall inure to the benefit of, and bind the parties hereto, and their successors and assigns, including any and all entities to whom the property and facilities herein referred to may be transferred by reason of incorporation, annexation, unification, consolidation, or for any other reason.
14. If any provision of this Agreement, as applicable to either party, or to any other person or circumstance, is for any reason held to be invalid, it should not affect the validity of any other provision of this Agreement. The waiver by either party hereto, of any breach, term, covenant, or condition contained herein shall not constitute a waiver of any subsequent term, covenant, or condition contained herein.
15. This is an integrated Agreement and contains all of the terms, conditions, understandings, and promises of the parties. The terms of this Agreement may not be modified except upon the mutual written consent of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on behalf of the persons duly authorized by the governing boards of the parties hereto.

[Signatures on following page]

County of Placer “County”

By: _____
Print Name: _____
Its: _____
Date: _____

Approved As To Form

By: _____ _____
County Counsel Date

Placer Land Trust

By: _____
Print Name: _____
Its: _____
Date: _____

Exhibit A
Grantee Project Description

Title: Middle Fork Area Fuel Reduction Project
Applicant: Placer Land Trust
County Plan project references: 1) Western Slope Placer County Community Wildfire Protection Plan (CWPP)

Total Project Cost: \$38,000
Application agency contribution: \$22,800
Request of funds: \$15,200

Recommendation of funds: \$15,200

Summary of Project: The Placer Land Trust (PLT) MFP Area Fuel Reduction Project entails hazardous fuel reduction across three properties as shown on the attached maps. These treatment areas include 100' defensible space from houses, other structures, and roadside areas. Each of the three treatment areas is adjacent to residential development/communities, so treatment of these areas is a high priority.

Treatment prescriptions will comply with the Placer County Hazardous Vegetation and Combustible Material Abatement Ordinance (No. 6015-B), as follows:

Buffer Areas:

- Road Buffers: Within at least 10' of the roadway frontage or a larger width, if feasible.
- 100' Defensible Space Buffers: Within 100' of houses/structures, where 100' defensible space area overlaps onto PLT property boundaries.

Treatment Prescription:

- Annual grasses and weeds mowed/ trimmed to four inches (4") or less.
- Trees limbed to at least six to eight feet (6-8') above ground, including vine removal.
- Brush, flammable vegetation, and other combustible growth removed.
- Hazard trees removed. Maintain any tree adjacent to or overhanging any building free of dead or dying wood.

Methods:

- Hand clearing
- Mechanical thinning
- String trimming
- Mowing
- Mastication/chipping and/or piling & burning

Treatment Areas:

Property 1, Aeolia Preserve: 1.5 acres

- Road buffers: none (Olive Orchard Drive ends at the property)
- Defensible space buffers: 10 houses within 100' of west boundary.

Property 2, Stagecoach Preserve: 2.3 acres

- Road buffers: 1200 feet along Canyon Drive and 350 feet along Russell Road.
- Defensible space buffers: 12 houses within 100' on north and south parcels.
 - Includes removal of 4-5 hazard trees

Property 3, Spring Garden Preserve (South): 1.5 acres

- Defensible space buffers: 5 houses within 100' of west and east boundaries (1.5 acres)
 - Includes removal of 2-3 hazard trees

Total Treatment Acreage: 5.3 acres

Date of Board of Supervisors Approval: August 10, 2021