

ACCESS AND WORK AGREEMENT
RESOURCE CONSERVATION DISTRICT OF MONTEREY COUNTY
Carmel Valley Fuelbreak Project
Grant # 5GA21133

This Access and Work Agreement (“**Agreement**”) is entered into by and between the Resource Conservation District of Monterey County (the “**RCD**”) and the Monterey Peninsula Regional Park District (“**MPRPD**”). (“**Owner/Manager**”). The RCD and Owner/Manager are sometimes referred to herein individually as a “**Party**” and collectively, the “**Parties**”.

RECITALS

A. Owner/Manager 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. The RCD is relying on this representation in entering into this Agreement.

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

C. The Carmel Valley Fuelbreak Project (*Grant Number 5GA21133*) (“**Project**”) is part of California Climate Investments, a statewide program that puts billions of Cap-and-Trade dollars to work reducing GHG emissions, strengthening the economy, and improving public health and the environment—particularly in disadvantaged communities. The Cap-and-Trade program also creates a financial incentive for industries to invest in clean technologies and develop innovative ways to reduce pollution. California Climate Investments projects include affordable housing, renewable energy, public transportation, zero- emission vehicles, environmental restoration, more sustainable agriculture, recycling, and much more. At least 35 percent of these investments are located within and benefiting residents of disadvantaged communities, low-income communities, and low-income households across California. For more information, visit the California Climate Investments website at: www.caclimateinvestments.ca.gov.”

D. The goals of the Project are to expand and maintain existing strategic fuelbreaks, increase forest and vegetation community resiliency and control and manage invasive plant species. The Carmel Valley Fuelbreak project will reach these goals through implementation of a variety of treatments on the landscape, including: mowing and mastication of strategic fuelbreaks, brush and ladder fuel removal, pruning and limbing of trees, and invasive plant mapping and treatments. The CVFB will reduce greenhouse gas (GHG) emissions through the reduction of wildfire hazards, as wildfires are major emissions sources for greenhouse gases.

E. The RCD has received funding from the State of California, acting through the Department of Forestry & Fire Protection, to implement the Project. A portion of the funding requires the payment of “in kind” or matching contributions.

F. In connection with the implementation of the Work associated with the Project, the RCD will comply with the California Environmental Quality Act (CEQA) (Public Resources Code, Section

21000, et. seq. Title 14, California Code of Regulations, Section 15000 et. seq.) and all other applicable local, State, and federal environmental laws.

G. The Project performance period is from January 23rd, 2023 to through March 15th, 2026.

H. Owner/Manager acknowledges the potential benefits of the Project and therefore has agreed to allow the RCD to enter the Property to evaluate the Project for CEQA and permitting purposes and to perform the Project-related Work on the terms and conditions set forth herein.

NOW THEREFORE, the RCD and Owner/Manager agree as follows:

1. Grant of Right of Access to Evaluate and Perform the Work.

(a) Access to Evaluate and Perform the Work. Owner/Manager hereby grants to the RCD, its contractors, employees, agents or designees, including the Department of Forestry and Fire Protection (Cal Fire) (collectively, the “**RCD Parties**”), the right of access to the Property to evaluate the Project for CEQA and permitting purposes, and perform the Project-related work described on **Exhibit “B”** attached hereto (“**Work**”) at the “**Work Areas**” shown on **Exhibit “C”**. The Work will be performed within the estimated schedule set forth on **Exhibit “D”**. This right of access shall commence upon execution of this Agreement and shall continue through completion of the Work and post-work evaluation and monitoring. The 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. Specific Work activities will be discussed and coordinated with Owner/Manager prior to initiation. The RCD is a licensed drone operator and may monitor the implementation of the Work for purposes consistent with this Agreement.

(b) Nonexclusive Right. The RCD’s right of access to the Property is not exclusive. Owner/Manager, 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 Owner/Manager, so long as such use does not interfere with the RCD’s rights hereunder.

(c) Advance Notice. The RCD shall give no less than forty-eight (48) hours advance notice prior to entry.

2. Payment for the Work.

(a) Payment for the Work. Except as set forth in paragraph (b) below, the RCD shall pay for the Work to be performed through Grant Funds, which have a limited period in which they must be expended.

(b) In Kind and Match Contributions. The Owner/Manager agrees to provide in kind and match contributions described on **Exhibit “E”**.

3. Term of Agreement.

(a) Term. Except as otherwise set forth herein, the term of this Agreement shall commence on the date all the Parties have signed this Agreement, and terminate on March 15, 2026, unless the Grant Agreement between the RCD and the State of California is extended. The parties will work together to ensure that all Project-related Work and treatments will be completed before the March 15, 2026 deadline.

(b) Reduction or Loss of Grant Funds. If funding for any fiscal year is reduced or deleted for any reason, the RCD shall have the option to either cancel this Agreement with no liability occurring to the RCD, or if possible and desirable, offer an Agreement amendment to reflect the reduced amount available for the Work.

4. Cooperation and Coordination. During the Term of this Agreement, Owner/Manager 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) Owner/Manager 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 Owner/Manager when appropriate; 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 during implementation of the Work.

5. Data Sharing. Owner shall review all informational products (e.g., data, studies, findings, management plans, manuals, photos, etc.) relating to the Project as it pertains to the work occurring on the Owners' parcel. Owner/Manager reserves the right to authorize the RCD to share all informational products (e.g., data, studies, findings, management plans, manuals, photos, etc.) relating to the Project, and to provide information collected in the Work Area to permitting agencies and funding agencies as required or appropriate. This includes general descriptions and photographs of project progress, maps and acreages of treated areas, results and monitoring. Owner/Manager names, addresses, or APNs may be provided to permitting agencies and funding agencies when required by the permitting agencies or funding agencies.

6. Insurance; Indemnification; No Guaranty.

(a) Insurance. The RCD and Owner/Manager agree to obtain and/or maintain general liability insurance.

(b) Indemnification. The Owner/Manager shall defend, indemnify and hold the State of California, the RCD, and their officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Owner/Manager, its officers, agents, or employees.

(c) No Guarantee. The Parties acknowledge and agree that the Owner/Manager is participating in the Program on a voluntary basis. The RCD cannot guarantee the results or effectiveness of any of the services rendered or to be rendered under this Agreement. The RCD disclaims liability for any personal injury, property, or other damage of any nature whatsoever, whether special, indirect, consequential or compensatory, directly or indirectly resulting from

participation in the Project. The RCD makes no guaranty or warranty as to the accuracy or completeness of the Project or the Scope of Work. Nothing in this Agreement is intended to create in the public or in any member of it rights as a third-party beneficiary under this Agreement.

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. Nondiscrimination. The State of California prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, sex, marital status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. Owner/Manager shall not discriminate against any person on any of these bases.

9. Conflict of Interest. The Owner/Manager shall disclose all financial interests that may present an actual or potential conflict of interest in connection with the Project or the Work.

10. Notice. All communications shall be conveyed according to the contact information below or to such other address as Owner/Manager or the RCD specifies by written notice to the other.

Owner/Manager's preferred method of notice -- *please check one of the following:*

phone call voice message text message email first class mail

Owner/Manager: Monterey Peninsula Regional Park District

Name: Jake Smith- Planning & Conservation Program Manager

Land Line phone #: (831) 372-3196 ext 116

Cell phone #: (831) 242-2039

Email address: jsmith@mprpd.org

Mailing address: Monterey Peninsula Regional Park District

Attn: Jake Smith

P.O. Box 223340, Carmel, CA 93922

RCD: Resource Conservation District of Monterey County

Attn: Jamie Tuitele-Lewis

744 LaGuardia Street, Building A

Salinas, CA 93905

(559) 593-9235

jtLewis@rcdmonterey.org

11. Program Acknowledgement. Owner/Manager grants to the RCD the right to clearly display, identify and label the Work as being part of the “California Climate Investments” program. The acknowledgement must contain the California Climate Investments and CAL FIRE logos as well as the following statement:

“Funding for this project provided by the California Department of Forestry and Fire Protection as part of the California Climate Investments Program.”

The acknowledgment of the Work will be consistent with the Guidance on California Climate Investments logo usage, signage guidelines, at: www.caclimateinvestments.ca.gov/logo-graphics-request.

12. 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 through the implementation of the Project.

(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) Recitals, Exhibits. The recitals above and 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 be executed in multiple counterparts and shall be effective when counterparts hereof, when taken together, bear the signatures of all the Parties set forth below. The execution of this Amendment by any of the parties may be evidenced by way of a facsimile transmission of such party's signature, or a photocopy of such facsimile transmission, and such facsimile signature shall be deemed to constitute the original signature of such party hereto.

(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.

OWNER/MANAGER

RCD OF MONTEREY COUNTY

Signature: _____

Signature: _____

Name: Rafael Payan

Name: Paul Robins

Title: General Manager

Title: Executive Director

Date: _____

Date: _____

Exhibit "A"
Property

MAP OF MPRPD PROPERTY(IES)
TO BE ADDED

Exhibit “B”
Work Description

The work on Owner/Manager (MPRPD) property will consist of two separate fuels treatments; the first treatment will be maintenance of the ‘Vasquez Knob’ and ‘Rock Ridge’ fuelbreak segments that occur on MPRPD property. Maintenance will consist of mowing and/or mastication of vegetation on the fuelbreak within the boundaries of the previous established fuelbreaks. Mature trees will be maintained as they exist on the fuelbreak; additionally, shrubs or other larger forbs will be retained to the degree that it does not impact wildfire behavior on the fuelbreak.

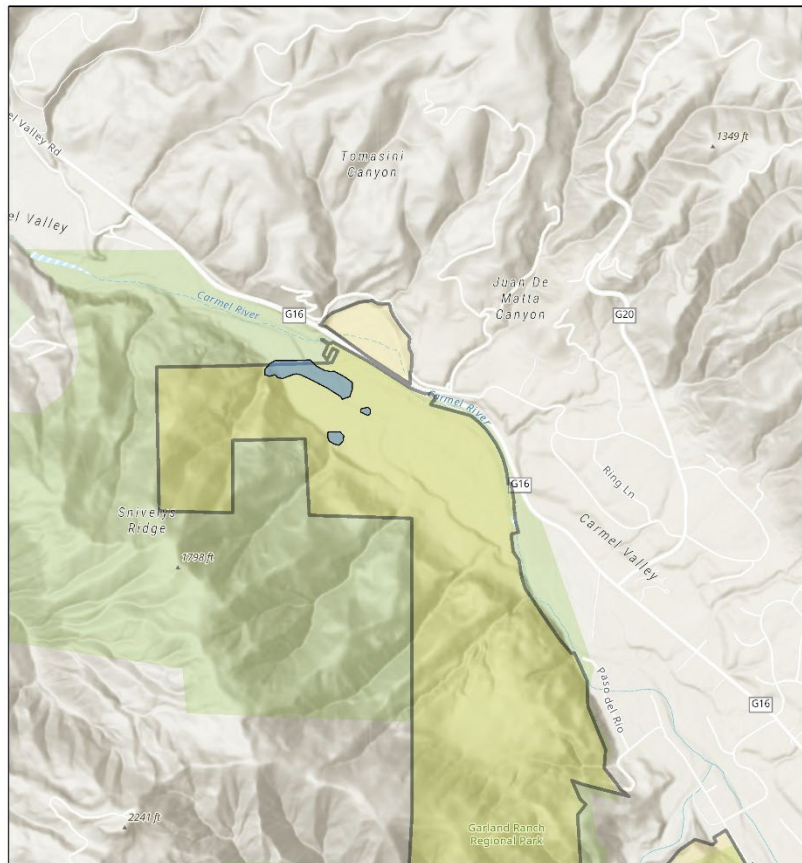
The second treatment will consist of potential eucalyptus control and treatments on the Garland Park property. This will include potential cutting of mature and immature eucalyptus trees as well as herbicide treatment of cut tree stumps to prevent re-sprouting.

Environmental analysis work for both treatments is also part of the expected work load and will be done before implementation can occur.

Exhibit “C” Treatment Maps

The MPRPD treatments will consist of 19 acres/1.05 miles of maintenance work on fuelbreaks on the ‘Vasquez Knob’ fuelbreak and 29 acres/1.60 miles of maintenance work on the ‘Rock Ridge’ fuelbreak and approximately 11 acres of eucalyptus control in Garland Park.

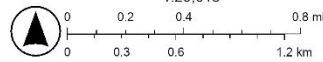
Garland Park Eucalyptus Treatment Areas



1/9/2023

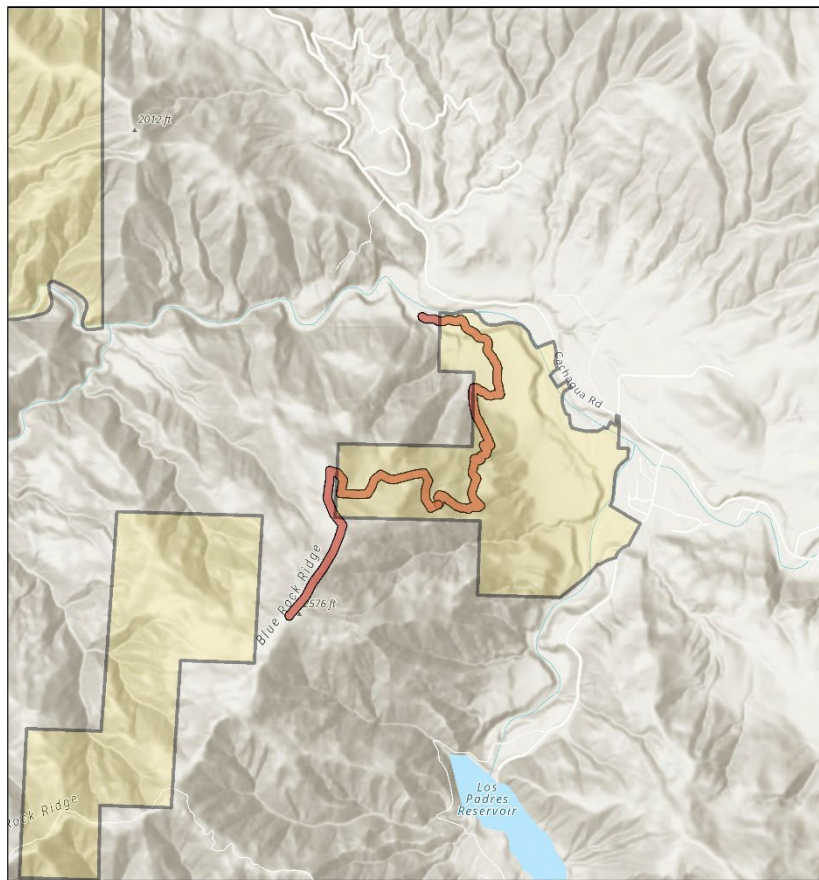
- EucalyptusGroveLocations
- MPRPD LandHoldings

World Hillshade



California State Parks, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc., METRANSA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, Esri, NASA, NOAA, USGS, FEMA

Rock Ridge Fuelbreak Treatment Area



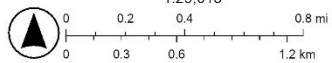
1/9/2023

 MPRPD LandHoldings

 RockRidgeBuffer

World Hillshade

1:29,015



California State Parks, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc., METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, Esri, NASA, NSA, USGS, FEMA

Exhibit “D”
Schedule

The schedule is approximate and is based on completion of project milestones by projected dates.

- Winter 2022-2023: Begin CEQA analysis of MPRPD areas
- Spring 2023
 - Final CEQA document for public comment, State review and subsequent board approval.
- Summer 2023
 - Obtain permitting as needed for analyzed areas
 - Begin implementation of community fuels treatment work, if feasible
 - Mechanical/hand/herbicide treatment of invasive plants in project area, if feasible (in conjunction with community fuels treatments)
 - Fuelbreak maintenance work commences, if feasible, for 2023
- Fall 2023
 - Continue fuels treatment work (community and fuelbreak) as conditions allow
- Winter 2023-2024
 - Fuels treatment work tapers as conditions change
- Spring 2024
 - Monitor any previous fuels work done already; determine areas of implementation for 2024
 - Begin implementation of fuels treatment work when feasible or when LOPs allow
- Summer 2024
 - Continue work for fuels treatments on community treatments and fuelbreaks
- Fall 2024
 - Work on fuelbreaks and/or community treatments as conditions permit
- Winter 2024-2025
 - Fuels treatment work taper off as conditions change
- Spring-Summer 2025
 - Fuels treatment begins when conditions and LOPS allow
 - Re-treatment of project areas, if necessary (if there has been two years since last treatment), along fuelbreaks and/or in community areas
- Fall-Winter 2025
 - Continue fuels treatments as conditions allow, finishing treatments will take priority in this period
 - Fuelbreaks
 - Total acres completed
 - Community treatments
 - Total acres completed

- Winter-Spring 2026
 - Finish all work before GRANT DEADLINE; submit final invoices and final reports.

Exhibit “E”

In kind and match contributions

Owner/Manager MPRPD has committed to contributing approximately \$28,000 over the lifespan of the grant in labor and equipment operations costs for implementation of fuelbreak maintenance treatments.