

CONTRACT FOR FOREST MANAGEMENT SERVICES

This AGREEMENT is entered into on _____, 2014, by and between **The Sea Ranch Association**, hereafter called "OWNER", and **Matt Greene Forestry & Biological Consulting**, 35640 Hauser Bridge Road, Cazadero, CA 95421 hereinafter called "FORESTER".

WHEREAS, OWNER desires certain services hereinafter described, and FORESTER is capable of providing and desires to provide such service.

NOW, THEREFORE, OWNER and FORESTER for the consideration and upon the terms and conditions hereinafter specified agree as follows:

SECTION I

SCOPE OF SERVICES

The services to be performed under this AGREEMENT are as described in APPENDIX ONE hereunto attached and made a part hereof.

SECTION II

DUTIES OF FORESTER

All work performed by FORESTER or under its direction shall be sufficient to meet the purposes specified therefore, and shall be rendered in accordance with the accepted practices and to the standards of FORESTER'S profession.

FORESTER shall not undertake any work beyond the scope of this AGREEMENT unless such additional work is approved in advance and in writing by OWNER. The cost of such additional work shall be reimbursed to FORESTER by OWNER on the basis provided in SECTION IV.

FORESTER shall meet with **Frank M. Bell, Community Manager**, or other personnel designated by the OWNER on all matters connected with carrying out of FORESTER'S services described in APPENDIX ONE. Such meeting shall be held at the request of either party hereto. Review and OWNER approval of completed work shall be obtained monthly, or at such intervals as may be mutually agreed upon, during the course of this work.

FORESTER shall periodically provide OWNER with records regarding forest management activities at regular intervals, and in a form in keeping with good standard forest management record keeping practice.

FORESTER shall keep on OWNER'S behalf, such records as the State Department of Forestry and Fire Protection (Cal Fire), and Board of Equalization shall require in the matters of forest management of the OWNER's forest land. All such records shall be made available to the

State for auditing purposes at reasonable times. Such accounts, records, and documents shall be retained by the FORESTER for at least three (3) years following project termination.

In accordance with the provisions of Section 3700 of the California Labor Code, FORESTER is required to secure payment of workers' compensation to its employees.

FORESTER shall obtain and keep in full force and effect workers' compensation insurance necessary in connection with the performance of this AGREEMENT to protect FORESTER and its employees under the Workers' Compensation Insurance and Safety Act, including coverage under United States Longshoreman's and Harbor Worker Act, when applicable. Such insurance shall be in standard form and shall relieve OWNER of all responsibility therefore. FORESTER shall, prior to undertaking the work contemplated herein, supply OWNER with a certificate of insurance evidencing that said requirements hereinabove are fully in effect.

SECTION III

DUTIES OF OWNER

OWNER shall make available to FORESTER all data and information in the possession of OWNER which OWNER deems necessary to the preparation of the work, and OWNER shall actively aid and assist FORESTER in obtaining such information from other agencies and individuals.

OWNER may authorize a person as his or her representative to confer with FORESTER relative to FORESTER'S service thereunder. The work in progress thereunder shall be reviewed from time to time by OWNER at the discretion of OWNER, or upon the request of FORESTER. If work is satisfactory, it will be approved. If the work is not satisfactory, OWNER will inform FORESTER of the changes or revisions necessary.

SECTION IV

FEES AND PAYMENT

Payment for the services hereinabove described shall be made upon a schedule and within the limit or limits shown upon APPENDIX TWO hereunto attached and made a part hereof, and such payment shall be considered as full compensation for all personnel, materials, supplies, outside costs, and equipment used in carrying out the work.

SECTION V

CHANGES IN WORK

OWNER may order major changes in scope or character of the work, either decreasing or increasing the amount of FORESTER'S service. Increased compensation for major changes

shall be determined in accordance with APPENDIX TWO hereof.

In the event that major changes are ordered, the schedule for completion as stated in APPENDIX THREE hereto may be adjusted by negotiations between FORESTER and OWNER.

SECTION VI

DELAYS AND EXTENSIONS

In the event FORESTER is delayed in performance of its services by circumstances beyond its control, it will be granted a reasonable adjustment in the SCHEDULE for completion as described in APPENDIX THREE. All claims for adjustment in the SCHEDULE of completion must be submitted to OWNER by FORESTER within thirty (30) calendar days of the time of occurrence of circumstances necessitating the adjustment.

SECTION VII

MISCELLANEOUS PROVISIONS

FORESTER is employed to render a professional service only, and any payments made to the FORESTER are compensation solely for such services as FORESTER may render.

FORESTER warrants that he or she has complied with all applicable state licensing requirements.

This AGREEMENT supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise related to the subject matter of this contract that is not contained in this contract shall be valid or binding. Any discretion or right to approve given to any party herein shall be exercised in a reasonable manner.

The following miscellaneous provisions are added to clarify, expand, and/or modify preceding provisions of this AGREEMENT and include other conditions. Where an inconsistency exists between terms in this section and elsewhere in the AGREEMENT, this section will apply.

Insurance: FORESTER will maintain insurance at least equivalent to that described in APPENDIX FOUR, policy type BOP3, sections I and II with a liability limit at \$1,000,000.

Reimbursement for Expenses: FORESTER shall be reimbursed by OWNER for all reasonable expenses incurred by FORESTER in the performance of services, including, but not limited to, agency fees, legal notices, archaeological search fees, outside professionals as may be required by the County, State, or Federal Government.

Confidential Information: Each party hereto (“Such Party”) shall hold in trust for the other party hereto (“Such Other Party”), and shall not disclose to any non-party to this AGREEMENT, any confidential information of “Such Other Party”. Confidential information is information which relates to “Such Other Party’s” research, development, trade secrets, customer data, or business affairs, but does not include (a) information known to “Such Other Party” prior to negotiations leading to this AGREEMENT; and (b) information that is generally known or easily ascertainable by non-parties of ordinary skill in forest management practices.

Employees: Neither FORESTER nor FORESTER’S EMPLOYEES are or shall be deemed to be employees of OWNER. FORESTER shall be solely responsible for the payment of compensation including providing for employment taxes, workers’ compensation and any similar tax associated with employment of FORESTER’S personnel. FORESTER shall take appropriate measures to insure that its employees who perform services are competent to do so. Upon receipt of written notice by FORESTER that any employee of FORESTER is not suitable to OWNER, FORESTER shall remove such employee from the performance of services.

Each of the parties hereto agree that, while the FORESTER is performing services under the AGREEMENT, and for a period of six (6) months following the termination of this AGREEMENT, neither party will, except with the other party’s prior written approval, solicit or offer or grant employment or other compensated work arrangement to the other party’s employees, agents, or principals in any efforts under this AGREEMENT.

Warranty-Limitations of Liability: FORESTER warrants to OWNER that the material, analysis, data programs, and services to be delivered or rendered thereunder, will be of the kind and quality designated and will be performed by qualified personnel. FORESTER makes no other warranties, whether written, oral, or implied, including without limitation warrants of fitness for purpose.

In no event shall FORESTER be liable for special or consequential damages, whether or not the possibility of such damage has been disclosed to FORESTER in advance or could have been reasonably foreseen by FORESTER. FORESTER’S liability on any claim or loss or liability arising out of, or concern with, this AGREEMENT, including breach of contract or warranty for negligence; or for the sale, delivery, or use of any services furnished thereunder, shall in no case exceed the limits of insurance covering FORESTER.

Taxes: Sales, use, timber yield, or similar taxes levied on work under this contract are to be paid by the OWNER. Any such taxes required to be paid by FORESTER will be refunded to FORESTER by OWNER within thirty (30) days. This provision does not relate to FORESTER’S employment, payroll, or income taxes.

Additional Work: After receipt of a request that adds to the services, FORESTER will respond to the OWNER with proposed rates, schedule, and method of fulfilling request. This request and subsequent AGREEMENT shall become part of, and be governed by this AGREEMENT.

Review and Approval of Work: Approval of time and expenses for payment as explained in APPENDIX TWO indicates acceptance and approval under this agreement and satisfies the requirements of SECTION II for obtaining approval of work.

Appendices: Including as part of this AGREEMENT are four appendices:

- APPENDIX ONE – Scope of Services
- APPENDIX TWO – Fees and Payments
- APPENDIX THREE – Schedule for Completion
- APPENDIX FOUR – Insurance

SECTION VIII

TERMINATION FOR DEFAULT

OWNER shall have the right to terminate this contract at any time upon giving fourteen (14) days written notice. FORESTER may terminate this AGREEMENT upon written notice to OWNER should OWNER fail to fulfill duties as set forth in SECTION III. Upon termination, FORESTER shall turn over to the OWNER all of the documents, records, and papers related to this agreement, which shall, at the option of OWNER become their property. In the event of termination, OWNER shall pay the FORESTER for all services performed under this AGREEMENT up to the date of termination, plus any reasonable costs and expenses resulting from such termination.

SECTION IX

ATTORNEY'S FEES

If any action at law or in equity is brought to enforce or interpret the provisions of this contract, the prevailing party shall be entitled to attorney's fees in addition to any other relief to which he or she may be entitled.

SECTION X

INDEMNIFICATION

FORESTER shall be responsible for any injury or damage to any person or property howsoever occasioned by or arising out of FORESTER'S willful misconduct or negligent performance of the work thereunder. FORESTER shall assume the defense and indemnify and hold harmless OWNER, its officers, agents and employees, from every claim, expense, liability, or payment for any such injury or damage.

SECTION XI

INSURANCE

Insurance requirements, if any, shall be as set forth in APPENDIX FOUR hereto attached.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT the day first hereinabove written.

The Sea Ranch Association
975 Annapolis Road, PO Box 16
The Sea Ranch, CA 95497

By: _____
Frank M. Bell, Community Manager

Matt Greene Forestry & Biological Consulting
35640 Hauser Bridge Road
Cazadero CA 95421
Registered Professional Forester #2747

By: _____
Matt Greene, RPF #2747

APPENDIX ONE

SCOPE OF SERVICES

The Scope of Consulting Forestry Services for implementing a Non Industrial Timber Management Plan on the **Central Timber Production Zone, The Sea Ranch, California.**

Project Layout

- A. Research done prior to field work for the preparation of a Non Industrial Timber Management Plan (NTMP).
 1. Review property maps and deeds.
 2. Review aerial photos and general location maps.
 3. Search Biotic Data Base for rare, endangered, and unique species.
 4. Contact Archeological Inventory Center for recorded archeological and historical sites and for recommendations.
 5. Contact local Native American representatives for information.
 6. Contact California Department of Fish and Game for possible Marbled Murrelet and Red-legged Frog habitat or presences.
 7. Research soils and geological information for the area.
 8. Obtain information regarding the property from the landowner.
 9. Check for domestic uses of water.
 10. Check with Sonoma County for any special zones, districts, or future plans for the area.
 11. Select a general area in which to prepare the first timber harvest.
- B. A supplemental inventory will be conducted to collect information that was not recorded for the 2009 inventory.
 1. Snags and large woody debris will be recorded.
 2. Unique, rare, and special items will be noted.
 3. Any additional information that may be required to make management decisions.
- C. Do field work to prepare a Non Industrial Timber Management Plan. The information obtained from the research and the conditions found in the field are used to lay out a plan and to mitigate and protect special areas.
 1. Using the research the following items are located, identified, flagged out, protected, and activities mitigated:
 - a. Rare, endangered, or unique species and habitat;
 - b. Archeological and historical sites;
 - c. Landslides, excessively erosive soils and other hazardous geologic features;
 - d. Riparian corridors and streams;
 - e. Domestic water intakes;
 - f. Fire protection zones.
 2. Roads, trails and landings will be laid out to be compatible with special items in #1 above, to move as little soil as possible and to protect the residual vegetation.

3. Determine the best location for the roads, trails, and landings in the field and flag them. Use existing roads whenever possible.
 4. Design erosion control features into the planning of the roads, trails, and landings. Size all culverts to handle 100 year storms. Plan narrow, low grade roads on gentle side slopes. Include measures into the plan such as strawing, seeding, outsloping, rolling dips, trash racks, and downspouts.
 5. Incorporate the flagged special treatment areas, their protection and mitigation measures into the plan.
 6. Select the conifer trees to be removed in the first harvest and mark them with paint. An individual tree evaluation and selection method is used. The criteria for selecting trees is as follows:
 - a. Trees that are dying, deformed, and defective;
 - b. Trees that are declining in health and vigor;
 - c. Tree spacing;
 - d. Tree location;
 - e. Tree size.

The leave trees are also evaluated and are chosen to be left for the following reasons:

 - a. Good health and vigor;
 - b. Good spacing;
 - c. Wildlife habitat;
 - d. Specimen tree;
 - e. Tree location;
 - f. Tree size.
 7. The trees when marked are measured, tallied, and the volumes are determined.
- D. Confer with the landowner and reach concurrence on the project prepared in the field before going ahead with the formal NTMP.
- E. Prepare the Non Industrial Timber Management Plan.
1. Prepare maps:
 - a. Location map;
 - b. Haul route map;
 - c. Planning watershed map;
 - d. Notice of Intent map;
 - e. Erosion hazard rating map, soils map, cutting unit map;
 - f. Harvest Plan map showing the following:
 - 1) Location of special treatment areas: rare and endangered species and habitat, archeological and historic sites, and water pickups;
 - 2) Streams and their protection zones;
 - 3) Landslides and other geologic features;
 - 4) Existing and proposed roads, trails, and landings;
 - 5) Areas to be harvested;
 - 6) Dwellings in immediate vicinity;
 - 7) Fire protection zones.
 2. Completion of the NTMP applications and its addendums:
 - a. Soil erosion hazard rating;

- b. Stream protection measures;
 - c. Watercourse crossings and treatment;
 - d. Address any rare, endangered, or unique species or habitat and provide for its protection;
 - e. Road, trail, and landing construction;
 - f. Silvicultural and timber stand data and discussion;
 - g. Harvesting practices and type of equipment;
 - h. Erosion control practices to be carried out;
 - i. Archeological and historic report;
 - j. Department of Fish and Game 1606 report;
 - k. Domestic water uptake report and notification;
 - l. Cumulative impacts assessment;
 - m. Cumulative Impacts Report that addresses:
 - 1) The planning watershed;
 - 2) Soil productivity;
 - 3) Biological resources;
 - 4) Recreation resources;
 - 5) Visual resources;
 - 6) Traffic;
 - 7) Fire.
 - n. "Notice of Intent" work including obtaining neighbors names and addresses to be notified, notifying them and agencies, posting and publishing notice.
- E. Obtain signatures on the plan and file it with the California Department of Forestry for review.
- F. Participate in the plan review process:
 - 1. Pre-harvest inspection - in the field;
 - 2. The multi-disciplinary review team;
 - 3. Provide additional information as requested by the State;
 - 4. Work with all review agencies and personnel to reach agreement on an acceptable plan;
 - 5. Prepare and obtain other permits if necessary, such as Fish and Game 1606.

Project Supervision

- G. Prepare data for a bid prospectus and contract that will be sent to all possible bidders.
- H. Show all prospective bidders the proposed operation and explain what is expected of them.

- I. Evaluate the bids and make recommendations to the land and timber owner.
- J. Develop an appropriate contract to protect the land and timber owner.
- K. Expedite the signing of the contract and see that all conditions of insurance and down payment are made.
- L. Evaluate the logger:
 - 1. Past work;
 - 2. Equipment;
 - 3. License and insurance;
 - 4. Make recommendations to the owner.
- M. Review the logging operation in the field with the logger prior to starting:
 - 1. Show him the standards of operation expected i.e.: protection of residual soil and vegetation;
 - 2. Show him how operations are to proceed to implement the plan;
 - 3. Special treatment areas.
- N. During the operation, it will be inspected as often as necessary to meet or exceed the standards and conditions of the contract and State approved plan:
 - 1. Protection of special treatment areas;
 - 2. Timber falling;
 - 3. Log skidding;
 - 4. Log loading and hauling;
 - 5. Road, trail, and landing construction;
 - 6. Cleanup and lopping;
 - 7. Erosion control measures.
- O. Trip tickets will be provided and checked.
- P. Random loads of logs will be check scaled.
- Q. Scale tickets will be collected, checked, and summarized.
- R. Scale will be summarized, balanced with stumpage payment and a summary provided to the owner each pay period.
- S. Make sure that the operation is:
 - 1. Finished and cleaned up to contractual limits;
 - 2. Meets all State and County requirements.
- T. Seed bare soil.
- U. Prepare and pay all State Yield Taxes.
- V. Inspect logging job for completion and return performance bond to LTO or Sawmill.

W. Keep the owner informed of all phases of the operation and work with them to obtain the best results possible.

Follow-up

X. Plant open areas following harvest if planting is wanted by the landowner.

Y. Maintain erosion control structures for 3 winters.

Z. Inspect and file the appropriate stocking and completion reports.

AA. Monitor property for any additional needs.

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APPENDIX TWO

FEES AND PAYMENT

For the services performed, the OWNER will pay the FORESTER on a progress payment or project phase basis as applicable, and in a form mutually agreeable to FORESTER and OWNER.

Payments shall be for the invoice amount and shall be made within 30 days of presentation of the invoice to the OWNER or will be deducted by the FORESTER from the stumpage during the timber sale. Approval of invoices for payment signifies approval and acceptance by OWNER of work performed under this Agreement. The OWNER will advise FORESTER as soon as it becomes aware of any problem regarding the scope, quality, or extent of the work that does not meet OWNER'S approval.

In the event OWNER requires additional work that is beyond the scope of this Agreement, compensation and completion schedules shall be determined subsequent to negotiations between OWNER and FORESTER.

Payments shall be processed as follows by the OWNER:

FEE RATES for 2014

NTMP ~ NOT TO EXCEED COST	\$40,000.00
Committee and Planning Meetings	Time as requested
2014 Timber Sale Preparation & Implementation	Time & Materials

Surveys required by agencies

Professional biologist or geologist requested by agencies (Northern Spotted Owl, California red-legged frog surveys, or other species requested by the reviewing agencies) At cost

Botanical Survey At cost

Fees

Forester's Rate \$90/hr.

Labor Rate for project work will be negotiated with contractor and landowner

APPENDIX THREE

SCHEDULE

2014 Schedule:

Committee Meetings Discuss the goals and objectives of forest management, come up with BMPs and recommendations to incorporate into the NTMP

Layout NTMP

July through December Mark trees, flag watercourses, trails, roads, landings, and unstable areas.

April through August Northern Spotted Owl Surveys

2015 Schedule:

January through April Prepare NTMP.

March through June Northern Spotted Owl Surveys

May through July Sell timber, botanical survey, fill out necessary paperwork.

July through November 2015 Supervise logging operations, clean up and erosion control activities.

November 2015- April 2016 Monitor erosion control measures.

2016 Schedule:

October 2016- April 2017 Monitor erosion control measures.

2017 Schedule:

October 2017- April 2018 Monitor erosion control measures

APPENDIX FOUR

INSURANCE

FORESTER agrees to provide a Certificate of Public Liability Insurance with terms, to limits, and by a carrier satisfactory to OWNER on which OWNER shall be an additional named insured.

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