

**SISKIYOU COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
FIRST ADDENDUM TO CONTRACT FOR SERVICES
(Lake Siskiyou Forestry Services)**

THIS FIRST ADDENDUM is to that Contract for Services entered into on July 6, 2021, and as amended on by and between the Siskiyou County Flood Control and Water Conservation District ("County") and Jefferson Resource Company, Inc. ("Contractor") and is entered into on the date when it has been both approved by the Board and signed by all other parties to it.

WHEREAS, the Contract expires on June 30, 2026, and services continued to be required after that date; and

WHEREAS, the parties desire to extend the term of the Contract; and

WHEREAS, the cost of services to be provided under the Contract is expected to exceed the amount provided in the Contract; and

WHEREAS, the parties desire to increase the amount of compensation payable under the Contract; and

WHEREAS, the Scope of Service, Exhibit A, needs to be revised to reflect an increase in price per service.

WHEREAS, the Workers' Compensation Insurance in the Contract section 5.04 shall be amended to establish a minimum limit of coverage.

WHEREAS, the Liability minimum coverage has increased in the Contract in Section 5.05.

WHEREAS, the General Liability minimum coverage has increased in the contract in section 5.06.

WHEREAS, the Professional Liability minimum coverage has increased in the Contract in section 5.10.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Paragraph 1.01_ of the Contract for Services shall be amended to extend the term of the contract through June 30, 2031.

Paragraph 3.01_ of the Contract for Services references a Scope of Services, Exhibit "A", which exhibit shall be deleted and replaced in its entirety with the new Exhibit "A", Scope of Services, attached hereto and hereby incorporated by reference.

Paragraph 4.01 of the Contract, Compensation, shall be amended to add an additional Two Hundred Twenty-Five Thousand Dollars and No Cents(\$225,000.00), to increase the compensation payable under the Contract to an amount not to exceed Three Hundred Ninety-One Thousand Six Hundred Sixty-Five Dollars and No Cents (\$391,665.00).

Paragraph 5.04 shall be amended to establish a minimum limit of \$1,000,000.00 for Workers' Compensation Insurance.

Paragraph 5.05 shall be amended to increase the required limit for Liability Insurance from \$1,000,000.00 to \$2,000,000.00.

Paragraph 5.06 shall be amended to increase the required limit for General Liability Insurance from \$1,000,000.00 to \$2,000,000.00.

Paragraph 5.10 shall be amended to increase the required limit for Professional Liability Insurance from \$1,000,000.00 to \$2,000,000.00.

All other terms and conditions of the Contract shall remain in full force and effect.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, County and Contractor have executed this First Addendum on the dates set forth below, each signatory represents that they have the authority to execute this agreement and to bind the Party on whose behalf their execution is made.

SISKIYOU COUNTY FLOOD
CONTROL AND WATER
CONSERVATION DISTRICT

Date: _____

RAY A. HAUPT, CHAIR
Board of Directors

ATTEST:
LAURA BYNUM
Clerk, Board of Directors

By: _____
Deputy

In Process

CONTRACTOR: Jefferson Resource Company, Inc.

Date: 8/3/2026

Signed by:

Daniele Lindler, CEO

Date: 8/3/2026

Signed by:

Dustin Lindler, COO

License No.: _____

(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. On File

ACCOUNTING:

Fund	Organization	Account	Activity Code (if applicable)
2501	205010	723000	

Encumbrance number (if applicable): E2600271

If not to exceed, include amount not to exceed: **\$391,665.00**

If needed for multi-year contracts, please include separate sheet with financial information for each fiscal year.

FY	Amount
21/22	\$33,333
22/23	\$33,333
23/24	\$33,333
24/25	\$33,333
25/26	\$33,333
26/27	\$45,000
27/28	\$45,000
28/29	\$45,000
29/30	\$45,000
30/31	\$45,000

In Process

EXHIBIT A

NTMP Permit Maintenance: Maintain Registered Professional Forester (RPF) of record on County NTMP permit. Ensure NTMP remains up to date and useable for pertinent timber operations

Update Growth and Yield Projections: Develop and obtain approval for another update on growth and yield projections to reflect needs for increased pace of fuel reduction on property.

Develop and Administer Timber Sales: Develop timber sales to maintain and enhance forest health on property and reduce wildfire risk. Work includes, but shall not be limited to timber sale layout in compliance with NTMP and applicable rules, timber inventory for development of delivered log sale prospectus on behalf of County, development of Licensed Timber Operator (LTO) solicitations, agency liaison to ensure transparency and compliance, provide professional advice during timber operations, completion reporting and post-harvest monitoring

T&E species updates and surveys: Continue to provide Northern Spotted Owl, other biological and botanical surveys as needed due to species status changes and survey requirements. Ensure NTMP remains up to date regarding T&E species recognition, protections, survey needs and cumulative impact analysis where needed.

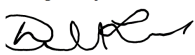
Grant Administration and Development: Continue to work on behalf of County and with Agencies, Nonprofits and NGOs to identify grant opportunities, identify and administer grant funded forestry operations, develop for Grant applications and bid solicitations for operations conducted under grant programs and offer subcontracting services as requested and agreed upon.

Agency Liaison: Continue to act as liaison for County with agencies as it concerns forestry work, including but not limited to prescribed fire and fuel reduction work.

Miscellaneous Forestry Services: Continue to provide professional advice to county staff on a myriad of projects around the lake as well as to attend public meetings in support of projects or as resources to answer community questions about resource management at the Lake. We will make ourselves available to County staff as needed.

Our rates (attached) are inclusive of mileage and materials. Services under this contract will not exceed \$ 45,000 per fiscal year without prior authorization and contract amendment. Please feel free to call if you have any questions.

Signed by:



CACF47C8DEA04FD...

8/3/2026

Name:

Date:

Job Classification	Description	2026 Rates	2027 Rates	2028 Rates	2029 Rates	2030 Rates
Senior Registered Professional Forester	All duties of RPF with 10+ years of demonstratable management of forest practices. Assists other RPFs in the performance of their work. Provides advice and assistance to with regards to Forest Practice Rules Compliance.	\$ 130.00	\$ 135.20	\$ 140.61	\$ 146.23	\$ 152.08
Registered Professional Forester (RPF)	B. S in Forestry. CA Registered Professional Forester- Prepares Enviornmental Permits consistent with CA Forest Practice Laws, CEQA, ESA, CESA, etc. Expert in Forest Practice Rules & Environmental Compliance in forested landscapes	\$ 117.00	\$ 121.68	\$ 126.55	\$ 131.61	\$ 136.87
Forester III	B.S in Forestry or closely related field & has qualified to take RPF Exam	\$ 90.00	\$ 93.60	\$ 97.34	\$ 101.24	\$ 105.29
Forester II	B.S in Forestry or closely related field	\$ 72.50	\$ 75.40	\$ 78.42	\$ 81.55	\$ 84.81
Forester I	A.S or working towards B.S in Forestry or closely related field	\$ 69.00	\$ 71.76	\$ 74.63	\$ 77.62	\$ 80.72
Biologist	B.S In Wildlife Biology. Performs Wildlife and Aquatic Biological Services and reporting	\$ 95.00	\$ 98.80	\$ 102.75	\$ 106.86	\$ 111.14
Botanist	Performs Botanical Surveys and Reporting	\$ 95.00	\$ 98.80	\$ 102.75	\$ 106.86	\$ 111.14
Pest Control Advisor	CA DPR Licensed Pest Control Advisor	\$ 200.00	\$ 208.00	\$ 216.32	\$ 224.97	\$ 233.97

1. All rates to include truck/mileage/ios device

In Process

VN#	@00011826		
CT#	E2200121		
ACCT:	2501	205010	723000
CT AMT:	33,333.00	166,665.00	
	Annual	Total	

COUNTY OF SISKIYOU CONTRACT FOR SERVICES

This Contract is entered into on the date when it has been both approved by the Board and signed by all other parties to it.

COUNTY: Siskiyou County Flood Control & Water Conservation District
190 Greenhorn Road
Yreka CA 96097

And

CONTRACTOR: Jefferson Resource Company, Inc.
PO Box 277
Weed CA 96094

ARTICLE 1. TERM OF CONTRACT

1.01 Contract Term: This Contract shall become effective on July 1, 2021 and shall terminate on June 30, 2026, unless terminated in accordance with the provisions of Article 7 of this Contract or as otherwise provided herein.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

2.01 Independent Contractor: It is the express intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venture or partner of County. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Contract.

ARTICLE 3. SERVICES

3.01 Scope of Services: Contractor agrees to furnish the following services: Contractor shall provide the services described in Exhibit "A" attached hereto.

No additional services shall be performed by Contractor unless approved in advance in writing by the County stating the dollar value of the services, the method of payment, and any adjustment in contract time or other contract terms. All such services are to be coordinated with County and the results of the work shall be monitored by the Director of General Services or his or her designee.

To the extent that Exhibit A contains terms in conflict with this Contract or to the extent that it seeks to supplement a provision regarding a subject already fully addressed in this Contract, including a clause similar to this seeking to render its language superior to conflicting language in this Contract, such language is hereby expressly deemed null and void by all parties upon execution of this Contract.

- 3.02** Method of Performing Services: Contractor will determine the method, details, and means of performing the above-described services including measures to protect the safety of the traveling public and Contractor's employees. County shall not have the right to, and shall not, control the manner or determine the method of accomplishing Contractor's services.
- 3.03** Employment of Assistants: Contractor may, at the Contractor's own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this Contract. County may not control, direct, or supervise Contractor's assistants or employees in the performance of those services.

ARTICLE 4. COMPENSATION

- 4.01** Compensation: In consideration for the services to be performed by Contractor, County agrees to pay Contractor in proportion to services satisfactorily performed as specified in Exhibit A, the not to exceed amount of Thirty-Three Thousand Three Hundred Thirty-Three Dollars and no/100 cents (\$33,333.00) for Fiscal Years 21/22, the not to exceed amount of Thirty-Three Thousand Three Hundred Thirty-Three Dollars and no/100 cents (\$33,333.00) for Fiscal Year 22/23, the not to exceed amount of Thirty-Three Thousand Three Hundred Thirty-Three Dollars and no/100 cents (\$33,333.00) for Fiscal Year 23/24, the not to exceed amount of Thirty-Three Thousand Three Hundred Thirty-Three Dollars and no/100 cents (\$33,333.00) for Fiscal Year 24/25, and the not to exceed amount of Thirty-Three Thousand Three Hundred Thirty-Three Dollars and no/100 cents (\$33,333.00) for Fiscal Year 25/26, for a not to exceed One Hundred Sixty Six Thousand Six Hundred Sixty Five Dollars and no/100 (\$166,665.00) for the term of the contract.
- 4.02** Invoices: Contractor shall submit detailed invoices for all services being rendered.
- 4.03** Date for Payment of Compensation: County will endeavor to make payment within 30 days of receipt of invoices from the Contractor to the County, and approval and acceptance of the work by the County.
- 4.04** Expenses: Contractor shall be responsible for all costs and expenses incident to the performance of services for County, including but not limited to, all costs of materials, equipment, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor and all other of Contractor's costs of doing business. County shall not be responsible for any expense incurred by Contractor in performing services for County.

ARTICLE 5. OBLIGATIONS OF CONTRACTOR

- 5.01** Contractor Qualifications: Contractor warrants that Contractor has the necessary licenses, experience and technical skills to provide services under this Contract.
- 5.02** Contract Management: Contractor shall report to the Director of General Services or his or her designee who will review the activities and performance of the Contractor and administer this Contract.

- 5.03 Tools and Instrumentalities:** Contractor will supply all tools and instrumentalities required to perform the services under this Contract. Contractor is not required to purchase or rent any tools, equipment or services from County.
- 5.04 Workers' Compensation:** Contractor shall maintain a workers' compensation plan covering all its employees as required by California Labor Code Section 3700, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If Contractor elects to be self-insured, the certificate of insurance otherwise required by this Contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations. Proof of such insurance shall be provided before any work is commenced under this contract. No payment shall be made unless such proof of insurance is provided.
- 5.05 Indemnification:** Contractor shall indemnify and hold County harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of Contractor or Contractor's assistants, employees, or agents, including all claims relating to the injury or death of any person or damage to any property. Contractor agrees to maintain a policy of liability insurance in the minimum amount of (\$1,000,000) One Million Dollars, to cover such claims or in an amount determined appropriate by the County Risk Manager. If the amount of insurance is reduced by the County Risk Manager such reduction must be in writing. Contractor shall furnish a certificate of insurance evidencing such insurance and naming the County as an additional insured for the above-cited liability coverage prior to commencing work. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by County of insurance certificates and endorsements required under this Contract does not relieve Contractor from liability or limit Contractor's liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Contract, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.
- 5.06 General Liability and Automobile Insurance:** During the term of this Contract, Contractor shall obtain and keep in full force and effect a commercial, general liability and automobile policy or policies of at least (\$1,000,000) One Million Dollars, combined limit for bodily injury and property damage; the County, its officers, employees, volunteers and agents are to be named additional insured under the policies, and the policies shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that no other insurance effected by County or other named insured will be called on to cover a loss covered thereunder. All insurance required herein shall be provided by a company authorized to do business in the State of California and possess at least a Best A:VII rating or as may otherwise be acceptable to County. The General Liability insurance shall be provided by an ISO Commercial General Liability policy, with edition dates of 1985, 1988, or 1990 or other form satisfactory to County. The County will be named as an additional insured using

ISO form CG 2010 1185 or the same form with an edition date no later than 1990, or in other form satisfactory to County.

- 5.07 Certificate of Insurance and Endorsements:** Contractor shall obtain and file with the County prior to engaging in any operation or activity set forth in this Contract, certificates of insurance evidencing additional insured coverage as set forth in paragraphs 5.04 and 5.10 and which shall provide that no cancellation, reduction in coverage or expiration by the insurance company will be made during the term of this Contract, without thirty (30) days written notice to County prior to the effective date of such cancellation. **Naming the County as a “Certificate Holder” or other similar language is NOT sufficient satisfaction of the requirement.** Prior to commencement of performance of services by Contractor and prior to any obligations of County, contractor shall file certificates of insurance with County showing that Contractor has in effect the insurance required by this Contract. Contractor shall file a new or amended certificate on the certificate then on file. **If changes are made during the term of this Contract, no work shall be performed under this agreement, and no payment may be made until such certificate of insurance evidencing the coverage in paragraphs, 5.05, the general liability policy set forth in 5.06 and 5.10 are provided to County.**
- 5.08 Public Employees Retirement System (CalPERS):** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Contract is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions of CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County. Contractor understands and agrees that his personnel are not, and will not be, eligible for memberships in, or any benefits from, any County group plan for hospital, surgical or medical insurance, or for membership in any County retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a County employee.
- 5.09 IRS/FTB Indemnity Assignment:** Contractor shall defend, indemnify, and hold harmless the County, its officers, agents, and employees, from and against any adverse determination made by the Internal Revenue Service of the State Franchise Tax Board with respect to Contractor’s “independent contractor” status that would establish a liability for failure to make social security and income tax withholding payments.
- 5.10 Professional Liability:** If Contractor or any of its officers, agents, employees, volunteers, contractors or subcontractors are required to be professionally licensed or certified by any agency of the State of California in order to perform any of the work or services identified herein, Contractor shall procure and maintain in force throughout the duration of the Contract a professional liability

insurance policy with a minimum coverage level of (\$1,000,000) One Million Dollars, or as determined in writing by County's Risk Management Department.

5.11 State and Federal Taxes: As Contractor is not County's employee, Contractor is responsible for paying all required state and federal taxes. In particular:

- a. County will not withhold FICA (Social Security) from Contractor's payments;
- b. County will not make state or federal unemployment insurance contributions on behalf of Contractor.
- c. County will not withhold state or federal income tax from payment to Contractor.
- d. County will not make disability insurance contributions on behalf of Contractor.
- e. County will not obtain workers' compensation insurance on behalf of Contractor.

5.12 Records: All reports and other materials collected or produced by the Contractor or any subcontractor of Contractor shall, after completion and acceptance of the Contract, become the property of County, and shall not be subject to any copyright claimed by the Contractor, subcontractor, or their agents or employees. Contractor may retain copies of all such materials exclusively for administration purposes. Any use of completed or uncompleted documents for other projects by Contractor, any subcontractor, or any of their agents or employees, without the prior written consent of County is prohibited. It is further understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Contractor relating to the matters covered by this Contract shall be the property of the County, and Contractor hereby agrees to deliver the same to the County upon request. It is also understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Contract are prepared specifically for the County and are not necessarily suitable for any future or other use.

5.13 Contractor's Books and Records: Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the County for a minimum of five (5) years, or for any longer period required by law, from the date of final payment to the Contractor under this Contract. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the County.

5.14 Assignability of Contract: It is understood and agreed that this Contract contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or

obligations of the Contractor under this Contract will be permitted only with the express written consent of the County.

5.15 Warranty of Contractor: Contractor warrants that it, and each of its personnel, where necessary, are properly certified and licensed under the laws and regulations of the State of California to provide the special services agreed to.

5.16 Withholding for Non-Resident Contractor: Pursuant to California Revenue and Taxation Code Section 18662, payments made to nonresident independent contractors, including corporations and partnerships that do not have a permanent place of business in this state, are subject to 7 percent state income tax withholding.

Withholding is required if the total yearly payments made under this contract exceed \$1,500.00.

Unless the Franchise Tax Board has authorized a reduced rate or waiver of withholding and County is provided evidence of such reduction/waiver, all nonresident contractors will be subject to the withholding. It is the responsibility of the Contractor to submit the Waiver Request (Form 588) to the Franchise Tax Board as soon as possible in order to allow time for the Franchise Tax Board to review the request.

5.17 Compliance with Child, Family and Spousal Support Reporting Obligations: Contractor's failure to comply with state and federal child, family and spousal support reporting requirements regarding contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Contract. Contractor's failure to cure such default within ninety (90) days of notice by County shall be grounds for termination of this Contract.

5.18 Conflict of Interest: Contractor covenants that it presently has no interest and shall not acquire an interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this Contract, no subcontractor or person having such an interest shall be used or employed. Contractor certifies that no one who has or will have any financial interest under this contract is an officer or employee of County.

5.19 Compliance with Applicable Laws: Contractor shall comply with all applicable federal, state and local laws now or hereafter in force, and with any applicable regulations, in performing the work and providing the services specified in this Contract. This obligation includes, without limitations, the acquisition and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this Contract.

5.20 Bankruptcy: Contractor shall immediately notify County in the event that Contractor ceases conducting business in the normal manner, becomes

insolvent, makes a general assignment for the benefit of creditors, suffer or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

ARTICLE 6. OBLIGATIONS OF COUNTY

- 6.01** Cooperation of County: County agrees to comply with all reasonable requests of Contractor (to provide reasonable access to documents and information as permitted by law) necessary to the performance of Contractor's duties under this Contract.

ARTICLE 7. TERMINATION

- 7.01** Termination on Occurrence of State Events: This Contract shall terminate automatically on the occurrence of any of the following events:

1. Bankruptcy or insolvency of Contractor
2. Death of Contractor

- 7.02** Termination by County for Default of Contractor: Should Contractor default in the performance of this Contract or materially breach any of its provisions, County, at County's option, may terminate this Contract by giving written notification to Contractor.

- 7.03** Termination for Convenience of County: County may terminate this Contract at any time by providing a notice in writing to Contractor that the Contract is terminated. Said Contract shall then be deemed terminated and no further work shall be performed by Contractor. If the Contract is so terminated, the Contractor shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time of notice of termination is received.

- 7.04** Termination of Funding: County may terminate this Contract in any fiscal year in that it is determined there is not sufficient funding. California Constitution Article XVI Section 18.

ARTICLE 8. GENERAL PROVISIONS

- 8.01** Notices: Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid or return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Contract, but each party may change the address by written notice in accordance with the paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.

- 8.02** Entire Agreement of the Parties: This contract supersedes any and all contracts, either oral or written, between the Parties hereto with respect to the rendering of services by Contractor for County and contains all the covenants and contracts between the parties with respect to the enduring of such services in any manner whatsoever. Each Party to this Contract acknowledges that no representations, inducements, promises, or contract, orally or otherwise, have been made by any party, or anyone acting on behalf of any Party, which are not embodied herein, and that no other contract, statement, or promise not contained in this Contract shall be valid or binding. Any modification of this Contract will be effective only if it is in writing signed by the Party to be charged and approved by the County as provided herein or as otherwise required by law.
- 8.03** Partial Invalidity: If any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provision will nevertheless continue in full force without being impaired or invalidated in any way.
- 8.04** Attorney's Fees: If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Contract, the prevailing Party will be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.
- 8.05** Conformance to Applicable Laws: Contractor shall comply with the standard of care regarding all applicable federal, state and county laws, rules and ordinances. Contractor shall not discriminate in the employment of persons who work under this contract because of race, the color, national origin, ancestry, disability, sex or religion of such person.
- 8.06** Waiver: In the event that either County or Contractor shall at any time or times waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Contract, whether of the same or any other covenant, condition or obligation.
- 8.07** Governing Law: This Contract and all matters relating to it shall be governed by the laws of the State of California and the County of Siskiyou and any action brought relating to this Contract shall be brought exclusively in a state court in the County of Siskiyou.
- 8.08** Reduction of Consideration: Contractor agrees that County shall have the right to deduct from any payments contracted for under this Contract any amount owed to County by Contractor as a result of any obligation arising prior or subsequent to the execution of this contract. For purposes of this paragraph, obligations arising prior to the execution of this contract may include, but are not limited to any property tax, secured or unsecured, which tax is in arrears. If County exercises the right to reduce the consideration specified in this Contract,

County shall give Contractor notice of the amount of any off-set and the reason for the deduction.

- 8.09** Negotiated Contract: This Contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Contract within the meaning of California Civil Code Section 1654. Each party hereby represents and warrants that in executing this Contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this Contract and the rights and duties arising out of this Contract, or that such party willingly foregoes any such consultation.
- 8.10** Time is of the Essence: Time is of the essence in the performance of this Contract.
- 8.11** Materiality: The parties consider each and every term, covenant, and provision of this Contract to be material and reasonable.
- 8.12** Authority and Capacity: Contractor and Contractor's signatory each warrant and represent that each has full authority and capacity to enter into this Contract.
- 8.13** Binding on Successors: All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of Contractor. Contractor and all of Contractor's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under the Contract.
- 8.14** Cumulation of Remedies: All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.
- 8.15** No Reliance On Representations: Each party hereby represents and warrants that it is not relying, and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Contract, may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this Contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

SISKIYOU COUNTY FLOOD
CONTROL AND WATER
CONSERVATION DISTRICT

Date: 7/6/2021

DocuSigned by:
Ray A. Haupt
RAY A. HAUPT, CHAIR
Chair of the Board of Directors
Siskiyou County Flood and
Water Conservations District
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: Wendy Winingham
Deputy

CONTRACTOR: Jefferson Resource Company, Inc.

Date: 5/19/2021

DocuSigned by:
Danielle Lindler
Danielle Lindler, CEO

Date: 6/16/2021

DocuSigned by:
Dustin Lindler
Dustin Lindler, COO

License No.: Registered Professional Forester No.2691(Danielle), 2701(Dustin). Pest Control
Advisor No.70419(Danielle) and SOE Certified(Dustin)
(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. on file

ACCOUNTING:

Fund 2501 Organization 205010 Account 723000 Activity Code (if applicable)

Encumbrance number (if applicable)

If not to exceed, include amount not to exceed: FY21/22	\$33,333
FY22/23	\$33,333
FY23/24	\$33,333
FY24/25	\$33,333
FY25/26	\$33,333

If needed for multi-year contracts, please include separate sheet with financial information for each fiscal year.



EXHIBIT "A"

ATTN: Scott Waite / Jason Ledbetter
1312 Fairlane Road
Yreka, CA 96097

RE: Proposal: 2021-2026 Lake Siskiyou Forestry Services

On behalf of Jefferson Resource Company, I have prepared the following proposal for conduct of professional services on the Lake Siskiyou Property. Many of these items are continuations from prior years, as these topics are necessary to ensure the NTMP is compliant with current rule changes and species listings.

Update Botanical Survey and Reporting: The necessity for updating the botanical survey is based in guidance from CDFW and Forest Practice Rules regarding protection of listed or otherwise sensitive species. From CDFW's THP Sensitive Plant Resources Guidelines (2005), *"When operations are proposed at a site within a long-term project area (e.g., NTMPs), surveys should normally be re-conducted if the site has not been surveyed within the past five years. Reliance upon dated surveys may not be effective because of fluctuations in species abundance and/or localized occurrence; colonization resulting from seed dispersal, seed bank exposure, habitat alteration, or vegetation maturation; and changes in the conservation status of individual taxa"*. While this general guideline applies to known sites, it also notes changes in conservation status. The California Native Plant Society holds and maintains the list for plants that require protection, as this list occasionally changes, and as new occurrences are periodically uploaded into the database, periodic scoping and survey is necessary to ensure protection.

This work will entail review of the current California Native Plant Society list for protected plant species based upon a nine-quadrangle scoping area surrounding the NTMP. The current survey list will be developed primarily from this database, although other information sources will be scoped as well. These would include the California Natural Diversity Database (CNDDDB) and local Botanists with institutional knowledge of the project vicinity. Once the scoping list is developed, a botanical survey will be conducted. The results and any necessary protection measures will be amended into the NTMP.

Update NTMP Maps: This work will entail development of an ArcGIS database and map set for the NTMP area. Current mapping was based upon USGS Quadrangles and the best data readily available at the time of submission. In the last decade new technologies and imagery are available to create more precise maps of the NTMP. Accordingly, the NTMP maps should be updated to help ensure regulatory compliance and operational tracking.

Update Growth and Yield Projections: It has been over a decade since the original cruise and subsequent growth and yield projections were developed. Since original development, updated models have become available that will result in yield projections more custom suited to the NTMP area. In order to ensure compliance with original estimates the NTMP was cruised late 2017. The new data will need to be re-processed through the new model. Results will be amended into the NTMP. It is our recommendation that new projections be modeled with a moderately heavier harvest than the original. This is necessary in light of increased insect and other pathogen activity within the NTMP area that indicate previous conservative harvests may not be sufficient to maintain and enhance forest health. It should also be noted that the projected harvest be viewed as a ceiling, the actual cut need not be as heavy as projected if insect and disease mortality return to endemic, tolerable levels.

NSO Survey Work: This will be a continuation of the ongoing NSO survey and monitoring work that has been carried out over the last several years. During the next three years, we also propose to continue working with CAL FIRE and USFWS to obtain a letter of Technical Assistance for the NTMP area to increase operational and regulatory flexibility for future

Anderson Office
530.364.2630
19690 Hirsch Court, Suite 2
Anderson, CA 96007

Diamond Springs Office
530.497.5236
4232 Fowler Lane, Suite 201
Diamond Springs, CA 95619

Fort Bragg Office
707.962.0789
PO Box 277
Weed, CA 96094



Exhibit "A"

operations.

Other Biological Survey and Monitoring Work: We will periodically monitor the CNDDDB and other resources to ensure regulatory compliance with regards to any species requiring protection.

Harvest Operations: We will continue to work with the county to provide professional support and oversight of harvest operations conducted in the NTMP area. We understand that the timing and size of these future operations is speculative, however, given our institutional knowledge of the NTMP area we are fully confident in our ability to provide all support necessary for these future operations.

Interpretative Trail Sign Design: At the direction of the County, we will work with and provide recommendations for a self-guided interpretative trail around Lake Siskiyou. It is our intention to detail the native fauna and flora in the vicinity as well as other unique features around the lake. Other topics of importance will be forest health and fire ecology information.

Miscellaneous Forestry Services: Given the complexity of land management at Lake Siskiyou, we are often called upon to provide professional advice to county staff on a myriad of projects around the lake as well as to attend public meetings in support of projects or as resources to answer community questions about resource management at the Lake. We will make ourselves available to County staff as needed.

Our rates (attached) are inclusive of mileage and materials. Services under this contract will not exceed \$166,665. However, given the unknown nature of forest health issues that may arise at Lake Siskiyou as a result of the drought and other factors, and the need for additional work that is not currently planned for, the not to exceed may well be exceeded. If this should arise, JRC will discuss the costs of additional work with the County representatives prior to commencing said additional work. Invoices above this amount or additional work not mentioned in this proposal will not be submitted without prior authorization and contract amendment. Please feel free to call if you have any questions.

Respectfully submitted,

/s:/ *Danielle Lindler*

Danielle Lindler, CEO
Registered Professional Forester #2691
Pest Control Advisor #70419

Job Classification	Description	2021 Rates	2022 Rates	2023 Rates	2024 Rates	2025 Rates
Senior Registered Professional Forester	All duties of RPF with 10+ years of demonstratable management of forest practices. Assists other RPFs in the performance of their work. Provides advice and assistance to with regards to Forest Practice Rules Compliance.	\$ 105.00	\$ 109.20	\$ 113.57	\$ 118.11	\$ 122.84
Registered Professional Forester (RPF)	B. S in Forestry. CA Registered Professional Forester- Prepares Enviornmental Permits consistent with CA Forest Practice Laws, CEQA, ESA, CESA, etc. Expert in Forest Practice Rules & Environmental Compliance in forested landscapes	\$ 95.00	\$ 98.80	\$ 102.75	\$ 106.86	\$ 111.14
Forester III	B.S in Forestry or closely related field & has qualified to take RPF Exam	\$ 70.00	\$ 72.80	\$ 75.71	\$ 78.74	\$ 81.89
Forester II	B.S in Forestry or closely related field	\$ 60.00	\$ 62.40	\$ 64.90	\$ 67.49	\$ 70.19
Forester I	A.S or working towards B.S in Forestry or closely related field	\$ 57.00	\$ 59.28	\$ 61.65	\$ 64.12	\$ 66.68
Biologist	B.S In Wildlife Biology. Performs Wildlife and Aquatic Biological Services and reporting	\$ 73.00	\$ 75.92	\$ 78.96	\$ 82.12	\$ 85.40
Botanist	Performs Botanical Surveys and Reporting	\$ 73.00	\$ 75.92	\$ 78.96	\$ 82.12	\$ 85.40
Pest Control Advisor	CA DPR Licensed Pest Control Advisor	\$ 150.00	\$ 156.00	\$ 162.24	\$ 168.73	\$ 175.48

Exhibit "A"

1. All rates to include truck/mileage/ios device

In Process