



B. Assess all trees with a condition rating:

Good 5  
Fair 4  
Poor 3  
Dead 2  
Missing 1

C. Include basic observations of wildlife use, e.g., bird nests, maintenance needs, pesticide damage, or other significant observations.

D. Create an annual written report that includes data and maps. The reports will be delivered with two hard copies and one electronic copy. The first report will be due on December 31, 2018, and the second report will be due on December 31, 2019.

3. Tracts: The following TNBC properties (collectively “Premises”) are included in the tree assessment services for this Agreement:

<u>Tract or Property Group</u>	<u>Acres (approx.)</u>
Alleghany 50	50
Atkinson	200
Bennett North and South	359
Betts-Kismat-Silva	337
Bolen South	102
Cummings	66
Frazer	200
Huffman West	157
Lucich North and South	618
Rosa East	106
Souza & Natomas Farms	95
Vestal	94
Ruby Ranch	91

4. Compensation. Tree Foundation will be compensated for the following work commencing on January 1, 2018, and continuing through December 31, 2019, \$15,000.00 per year upon presentation of an invoice after delivery of each year’s report, for a total of \$30,000.00.

TNBC shall pay invoices for professional services submitted by Tree Foundation within 30 days of receipt.

5. Liability. Tree Foundation shall protect, indemnify, defend (with counsel acceptable to TNBC) and hold TNBC’s property, TNBC and TNBC’s officers, directors, employees, representatives, invitees and agents free and harmless from and against any and all claims, damages, liens, stop notices, liabilities, losses, fines, penalties, costs and expenses, including reasonable attorneys’ fees and court costs, resulting from Tree Foundation’s acts or omissions, or that of its representatives, employees, contractors, subcontractors and agents, in connection with the work performed by or on behalf of Tree Foundation on TNBC’s property, including any of the same which may have been contributed to by the negligence, whether active or passive, of TNBC or its employees or agents other than Tree Foundation. This indemnity shall not extend to claims arising from the sole negligence or willful misconduct of TNBC or its

employees or agents other than Tree Foundation. Tree Foundation shall repair any and all damages to any portion of TNBC's property, arising out of or related (directly or indirectly) to the work performed by or on behalf of Tree Foundation on TNBC's property. Tree Foundation shall keep TNBC's property free and clear of any mechanics' liens or material men's liens arising out of or related (directly or indirectly) to the work performed by or on behalf of Tree Foundation on TNBC's property. Tree Foundation's indemnification obligations set forth in this paragraph shall survive the termination of this Agreement or revocation or expiration of the license.

6. Insurance. Tree Foundation shall procure at its sole cost and expense and keep in effect at all times during the term of this Agreement, Commercial General Liability Insurance or Comprehensive General Liability Insurance applicable to Tree Foundation's activities on TNBC's Property. Prior to any entry onto TNBC's Property by Tree Foundation or its agents, contractors, subcontractors, agents or employees, Tree Foundation shall deliver to TNBC a certificate of insurance and appropriate endorsements to Tree Foundation's liability insurance policy with an original signature from an authorized agent of the insurer which evidences that Tree Foundation's liability insurance policy has been issued by an insurance company that is duly authorized to do business in California and is in good standing with the California Department of Insurance covering (i) the activities of Tree Foundation, and Tree Foundation's agents, contractors, subcontractors and employees on or upon TNBC's Property, and (ii) Tree Foundation's indemnity obligations as set forth in this Agreement. Such certificate and endorsements shall evidence that such insurance policy shall have a per occurrence limit of at least \$1 million and an aggregate limit of at least \$2 million, shall name TNBC, TNBC's officers, directors, employees, and agents as additional insured, shall be primary and non-contributing with any other insurance available to TNBC and shall contain a full waiver of subrogation clause. The insurance must be written on an occurrence basis.

7. Anti-Harassment and Anti-Discrimination Policy. TNBC is committed to establishing and maintaining a workplace that is free from unlawful harassment and discrimination. As required by law, TNBC has developed an "Anti-Harassment and Anti-Discrimination Policy" applicable to all independent contractors that is available on request. Tree Foundation shall be responsible for informing all of its employees, representatives, contractors, and/or agents who will be entering and performing work on the Premises about this policy. In the event Tree Foundation acquires information to suggest that this policy is being violated, Tree Foundation shall promptly notify TNBC. All employees, applicants, and independent contractors ("workers") of TNBC are to be treated with respect and dignity. TNBC is committed to providing a work environment free of unlawful harassment and discrimination. TNBC policy prohibits all harassment and discrimination because of sex, gender, race, religious creed, color, national origin or ancestry, genetic condition, physical or mental disability, medical condition, including AIDS, marital status, age, sexual orientation or any other basis protected by federal, state or local law or ordinance or regulation. All such harassment or discrimination is unlawful. TNBC's Anti-Harassment and Anti-Discrimination policy applies to all persons involved in the operation of TNBC and prohibits unlawful harassment or discrimination by any worker of TNBC. Contractor agrees to comply with the TNBC Anti-Harassment and Anti-Discrimination Policy in Contractor's operations on the Premises and with regard to any of TNBC's employees, agents, contractors or subcontractors on or about the Premises.

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Tree Foundation's Initials

8. Governing Law. This Agreement shall be construed under and in accordance with the laws of the State of California, and all obligations of the parties created under it are performable in the County of Sacramento, State of California. If any action at law or equity is necessary to enforce or interpret terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief that may be available.

9. Entire Agreement. This Agreement and the documents attached as parts hereof contain the sole and entire Agreement and understanding of the parties with respect to the subject matter thereof. No representations, oral or otherwise, express or implied, other than those contained herein have been made by any party hereto. This Agreement may only be modified in writing with the signature of both parties. Any modifications or revisions of this Agreement shall be in writing and are valid only when signed by duly authorized representatives.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above-written.

THE NATOMAS BASIN CONSERVANCY, a  
California Public Benefit, Non-Profit Corporation

By \_\_\_\_\_

Name: John Roberts

Title: Executive Director

SACRAMENTO TREE FOUNDATION

By: \_\_\_\_\_

Name: Ray Tretheway

Title: Executive Director