

SERVICES AGREEMENT
FOR THE MEASURE R ENVIRONMENTAL MITIGATION BANKING PROGRAM
BETWEEN
SEQUOIA RIVERLANDS TRUST AND TULARE COUNTY TRANSPORTATION
AUTHORITY

THIS SERVICES AGREEMENT FOR THE MEASURE R ENVIRONMENTAL MITIGATION BANKING PROGRAM ("Agreement") is entered into by and between the Tulare County Association of Governments, a local government agency with its office at 961 South Mooney Blvd., Visalia, CA 93277 ("CLIENT"), and Sequoia Riverlands Trust, a non-profit land trust organized under the laws of the State of California, with its principal place of business at 427 S. Garden Street, Visalia, California 93277 ("CONSULTANT"), effective as of May ____, 2014 ("Effective Date").

RECITALS

- A. WHEREAS, CLIENT seeks mitigation services from CONSULTANT for conversion of state and/or federally threatened and/or endangered species habitat as a result of the construction of Measure R transportation projects (the "Projects").
- B. WHEREAS, CONSULTANT is the fee title owner of 6 preserves in Tulare County – the 322-acre Kaweah Oaks Preserve (KOP), the 1,819-acre Homer Ranch Preserve, the 152-acre Dry Creek Preserve, the 110-acre Lewis Hill Preserve, the 725-acre James Herbert Wetland Preserve, and the 1,147-acre Blue Oak Preserve.
- C. WHEREAS, Mitigation Sites are available on any one of CONSULTANT's preserves and CONSULTANT is willing to reserve 10 to 15 acres of mitigation land indefinitely on any of its preserves for CLIENT's member agencies to offset the Projects impacts to listed species.
- D. WHEREAS, Mitigation Sites in excess of 15 acres may be available; however, these larger projects must be addressed in subsequent agreements between CONSULTANT and CLIENT.
- E. WHEREAS, the reservation of the Mitigation Site is the only service CONSULTANT shall provide as contemplated by this Agreement. Additional services requested of CONSULTANT by CLIENT (e.g., site restoration, planning and design, planting): 1) may require additional payment(s); and 2) shall be addressed in subsequent agreements.
- F. CONSULTANT shall reserve the Mitigation Site indefinitely until such time that CLIENT's member agency (or member agencies) requires governmental approvals and is required to provide compensatory mitigation for the Project(s).

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the parties hereto agree that for compensation in the amount of \$10,000 per acre, CONSULTANT will provide CLIENT with the following:

- CONSULTANT shall reserve a minimum of 10 acres and a maximum of 15 acres at any one of our 6 preserves in Tulare County for CLIENT's member agencies for future state and/or federal mitigation obligations.
- To the extent practicable, CONSULTANT will participate in discussions with regulatory agencies and CLIENT to facilitate agency approval of this proposal.

The total acreage requested by CLIENT, to be reserved by CONSULTANT, is indicated below the signature line of this Agreement on page 3 (the "Reservation"). The total Reservation shall be no less than 10 acres and no greater than 15 acres.

CONSULTANT shall invoice CLIENT promptly upon execution of this Agreement in the amount of \$10,000 per acre in the Reservation.

CONSULTANT shall receive payment within 30 days of the date the invoice is received by CLIENT.

CONSULTANT and CLIENT both agree to fully cooperate with respect to any actions required to effectuate this Agreement, including, but not limited to, any governmentally required submissions necessary to accomplish the intent of this Agreement.

Unless extended by written agreement of the parties, this Agreement shall terminate on September 15, 2015 (the "Expiration Date"), except that the obligations of CLIENT to reimburse CONSULTANT pursuant to this Agreement for Costs incurred for Services provided prior to the Expiration Date shall remain in effect until such Costs are fully paid by CLIENT.

This Agreement may not be modified or amended except by a writing executed by all parties. The parties agree to execute such other documents and perform such other acts as may be necessary or desirable to carry out the purposes of this Agreement. In the event of any dispute, including, but not limited to, an action at law or in equity, as to the enforcement or interpretation of the terms of this Agreement, the prevailing party shall be entitled, in addition to all expenses, costs or damages awarded by a court of competent jurisdiction and to any other relief to which such party may be entitled, to reasonable attorneys' fees, whether or not such controversy was litigated or prosecuted to judgment. If any term, covenant or condition of the Agreement or its application to any person or circumstances shall be held to be invalid or unenforceable, the remainder of the Agreement and the application of such term or provision to other persons or circumstances shall not be affected, and each term hereof shall be valid and enforceable to the fullest extent permitted by law. This Agreement may be executed in any number of original counterparts, all of which evidence only one agreement; this Agreement shall be effective upon execution and delivery by the parties hereto and such delivery may be effectuated by facsimile transmission or by transmission by executed PDF copy via email. The Agreement shall be governed by the laws of California. Time is of the essence for the payment and performance of all obligations under the Agreement. Each of the individuals executing the Agreement on behalf of a party individually represents and warrants that he or she has been authorized to do so and has the power to bind the party for whom they are signing. Each party shall comply with all applicable laws, rules, regulations, orders, consents and permits in the performance of all of their obligations under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONSULTANT:

SEQUOIA RIVERLANDS TRUST,
a California nonprofit corporation

By:
Name: Sopac McCarthy Mulholland
Its: Executive Director
Date: _____

CLIENT:

TULARE COUNTY ASSOCIATION OF
GOVERNMENTS

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

TOTAL ACREAGE (the RESERVATION): _____

Exhibit A: Mitigation Site

