



WATER Institute | Beaver Coexistence Program
15290 Coleman Valley Rd., Occidental, CA 95465
(707) 874-1557 • oaec@oaec.org
www.oaec.org

NAME

DATE

ADDRESS

Dear NAME,

Thank you for your interest in working with the Occidental Arts & Ecology Center's (OAEC) WATER Institute's Beaver Coexistence Program to support you with beaver coexistence and restoration work on land you own. This letter confirms our respective expectations and responsibilities in connection with this collaboration.

Project Details. Landowner and OAEC agree that OAEC and its contractors will install XXXXXXXXXXXXXXX on Landowner's property, located generally at XXXXXXXXXXXXXXX (the "Project").

Period of Performance. OAEC and its contractors shall perform the work from to (the "Period of Performance"). OAEC and its contractors shall not be obligated to incur any additional costs, nor conduct any additional work, including post-installation maintenance, beyond the Period of Performance.

Scope of Work. The parties will be responsible for their roles and responsibilities and respective work described in the Scope of Work attached hereto and incorporated herein as Exhibit A.

Limited Liability. In no event shall either party be liable to the other for any incidental, consequential or special damages of any kind hereunder. Further, OAEC makes no warranties as to the use or fitness of any devices installed in connection with the Project, and any devices or equipment will be provided as-is.



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Contacts:

For OAEC:

Grey Hayes, PhD

Beaver Coexistence Program Manager

grey@oaec.org or 707-874-1557 * 133

For Landowner:

NAME

TITLE

CONTACT INFORMATION

If you could, please review and return an acknowledgement of this letter at your earliest convenience. We look forward to further engaging with you.

Many thanks,
Grey Hayes, Beaver Coexistence Program Manager
OAEC WATER Institute

Accepted and acknowledged by Landowner:

Signature _____ Date _____

Printed Name _____ Title _____

Exhibit A: Scope of Work

1. **LANDOWNER'S RESPONSIBILITIES:** Landowner, its employees, and agents shall:

- a. Warrant and represent to OAEC that Landowner owns the lands described as the Project Location in this Agreement and that Landowner has the complete authority to conduct the Scope of Work on its lands without interfering with any third-party rights;
- b. Identify to OAEC and its contractors any hazards your land, and prevent access to the Project areas while the work herein is being completed
- c. Coordinate access to OAEC and its contractors, affiliates and volunteers to access the Project site as needed for OAEC and its contractors to perform its obligations herein.
- d. Comply with the terms of all permits issued in relation to the Project.
- e. Provide in-kind contributions of labor and/or specified materials by XXXXX for a XXXXXXXXXX, with total costs estimated at the following amount: \$ _____ as specified in Exhibit B attached to this Agreement.

2. **OAEC'S RESPONSIBILITIES:** OAEC and its contractors shall provide the following services:

- a. Installation of the _____ (Exhibit C).
- b. Provide oversight of the Project, including but not limited to Project coordination, grant writing, and acquisition of necessary permits;
- c. Provide prompt notice to Landowner of any specific areas of concern related to the Project; and
- d. Prepare any and all reports, including any transfers of permits and/or certificates, to Landowner as OAEC and its contractors may deem necessary.

3. **Post-Installation Monitoring:** Landowner agrees to allow OAEC and CDFW access for inspection under the following terms:

- a. OAEC and its contractors may perform up to two post-installation evaluation visits within 12 months after installation, but not after March 1, 2027. OAEC and its contractors will evaluate the performance of the device and its impacts. As necessary, OAEC and its contractors will provide a written report to the Landowner of the results of such inspection, as well as any recommendations for additional procedures to maintain the wetland ecosystem and mitigate any unanticipated conditions. Performance of any ongoing maintenance beyond the Period of Performance is not included in the scope of this Agreement unless otherwise noted. Such access shall be reasonably acceptable to the Landowner(s) and the requester following written or verbal request by OAEC.

Exhibit A: Scope of Work

- b. The California Department of Fish and Wildlife (CDFW), its employees and agents may access the Project Site at least once every 12 months, from the date of this agreement until March 30, 2037, for purposes of inspections and monitoring. Such access shall be reasonably acceptable to the Landowner(s) and the requester following written or verbal request by CDFW.

Exhibit B: Landowner Contributions

Materials Purchased¹

Total Dollar Value:

Item description	Cost per unit	Subtotal cost

Consultant Labor Match

Total Dollar Value:

Task	Number of hours	Subtotal cost

Landowner Labor Match²

Total Dollar Value:

Task	Number of hours	Subtotal cost

¹ Any materials purchased must meet specifications by OAEC and its contractors as included with the Project proposal and as coordinated by an OAEC-approved contractor.

² Allowed limits for labor match: **/hour

Exhibit C: Project Description, Design, Budget, and Permitting Process

Insert here