

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement ("Agreement"), dated as of June 1, 2026 ("Effective Date") is by and between the Great Redwood Trail Agency ("GRTA") and KOSO Strategies, LLC, (hereinafter "Contractor").

R E C I T A L S

WHEREAS, Contractor is a California-based consulting and training firm dedicated to advancing culturally grounded, tribally-led strategies for governance, planning, and intergovernmental collaboration; and

WHEREAS, Contractor has prepared a scope of services to serve as the Tribal Liaison Consultant to the Agency, supporting the establishment, operation, and long-term effectiveness of a Tribal Advisory Committee (TAC); and

WHEREAS, Agency desires the assistance of Contractor to assist with the integration of Tribal perspectives into planning, design, construction, and long-term management decisions for the Great Redwood Trail; and

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

A G R E E M E N T

1. Scope of Services.

1.1 Services to Be Performed. Upon authorization by GRTA, Contractor shall perform the work as set forth in "Exhibit A – Scope of Services" hereto with any additional related tasks to be agreed upon in writing.

1.2 Cooperation With GRTA. Contractor shall cooperate with GRTA and GRTA staff in the performance of all work hereunder.

1.3 Performance Standard. Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by GRTA shall not operate as a waiver or release. If GRTA determines that any of Contractor's work is not in accordance with such level of competency and standard of care, GRTA, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with GRTA to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

2. Payment.

For all services and incidental costs required hereunder, Contractor shall be paid in accordance with the following terms:

Contractor shall be paid for work associated with services described in the attached Exhibit A – Scope

of Services, with any additional tasks as assigned and agreed upon by both parties to be billed at the rates attached in Exhibit B at a total price not to exceed \$450,000 during the two-year contract term. Contractor shall not be entitled to any additional payment for any expenses incurred in completion of the services, which shall include the cost of travel or equipment associated with the completion of any required work if the total billed amount exceeds the maximum amount to be billed herein.

Unless otherwise noted in this Agreement, payments shall be made within the normal course of GRTA business after presentation of an invoice in a form approved by the GRTA for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the GRTA. Undisputed invoices will be paid within 30 days. Pursuant to California Revenue and Taxation code (R&TC) Section 18662, Contractor has provided GRTA with a completed Form 590.

3. Term of Agreement. The term of this Agreement shall be from the Effective Date through May 31, 2028, unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

4.1 Termination for Cause. Notwithstanding any other provision of this Agreement, should Contractor fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, GRTA may immediately terminate this Agreement by giving Contractor written notice of such termination, stating the reason for termination.

4.2 Termination without Cause. If at any time GRTA desires to terminate this contract, GRTA may immediately terminate this Agreement by giving Contractor written notice of such termination and directing Contractor to cease any further work hereunder.

4.3 Payment Upon Termination. Upon termination of this Agreement by GRTA, Contractor shall be entitled to receive full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder. If GRTA terminates this Agreement without cause pursuant to Section 4.2 hereof, Contractor shall additionally be entitled to payment at the rates set forth in Exhibit A for any additional work by Contractor to compile or analyze any information or data already collected by Contractor in order to make such information or data useable to GRTA. Prior to commencing such additional work, Contractor shall inform GRTA of the additional work required and provide an estimate of hours needed to complete such tasks.

5. Indemnification. Contractor agrees to accept all responsibility for loss or damage to any person or entity, including GRTA, and to indemnify, hold harmless, and release GRTA, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against GRTA based upon a claim relating to such Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor's obligations under this Section apply whether or not there is concurrent or contributory negligence on GRTA's part, but to the extent required by law, excluding liability due to GRTA's conduct.

6. Insurance. With respect to performance of work under this Agreement, Contractor shall maintain insurance as described in Exhibit C, which is attached hereto and incorporated herein by this reference.

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:
 - a. Insurance Services Office (“ISO”) Commercial General Liability coverage, occurrence basis (Form CG 00 01) or comparable.
 - b. Automobile Liability coverage: ISO Form Number CA 0001, Code 1 (any auto).
 - c. Workers’ Compensation insurance as required by the Labor Code of the State of California, and Employer’s Liability insurance.
2. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Executive Officer.
3. Additional Terms.
 - a. The contractor shall notify GRTA within two days of receipt of notice that any required insurance policy will lapse or be cancelled. At least ten days before an insurance policy held by the contractor lapses or is cancelled, contractor shall provide GRTA with evidence of renewal or replacement of the policy.
 - b. Contractor hereby grants to the GRTA, its officers, agents, employees, and volunteers, a waiver of any right to subrogation which any insurer of the grantee may acquire against GRTA, its officers, agents, employees, and volunteers, by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the grantee has received a waiver of subrogation endorsement from the insurer.
 - c. The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:
 - i. The GRTA, its officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the grantee; and with respect to liability arising out of work or operations, including completed operations, performed by or on behalf of the grantee including materials, parts or equipment furnished in connection with the work or operations.
 - ii. For any claims related to this agreement, contractor insurance coverage shall be primary insurance as respects the GRTA.
 - iii. The limits of the additional insured coverage must equal the limits of the named insured coverage regardless of whether the limits of the named insurance coverage exceed those limits required by this agreement.
4. Acceptability of Insurers. Insurance shall be placed with insurers admitted to transact business in the State of California and having a current Best’s rating of “B+:VII” or better or, in the alternative, acceptable to GRTA and approved in writing by the Executive Director.

5. Verification of Coverage. Contractor shall furnish GRTA with original certificates and amendatory endorsements, or copies of the applicable policy language, effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Executive Director before work commences. GRTA may require, at any time, complete, certified copies of all required insurance policies, including endorsements affecting the coverage.

6. Contractors. Contractor shall include all contractors as insureds under its policies or shall require each contractor to provide and maintain coverage consistent with the requirements of this section. To the extent generally available, the contractor shall also require each professional contractor to provide and maintain Errors and Omissions Liability insurance appropriate to the contractor's profession and in a reasonable amount in light of the nature of the project.

7. Premiums and Assessments. GRTA is not responsible for premiums and assessments on any insurance policy.

7. Execution of Work. The execution of this Agreement shall constitute Contractor's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Contractor's performance of this Agreement shall be extended by a number of days equal to the number of days Contractor has been delayed.

8. Representations of Contractor.

8.1 Standard of Care. GRTA has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, including any applicable licensure or registration requirements, it being understood that acceptance of Contractor's work by GRTA shall not operate as a waiver or release.

8.2 Status of Contractor. The parties intend that Contractor, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of GRTA and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits GRTA provides its employees. In the event GRTA exercises its right to terminate this Agreement pursuant to Article 4, above, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

8.3 Records Maintenance. Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to GRTA for inspection at any reasonable time. Contractor shall maintain such records for a period of four (4) years following completion of work hereunder.

8.4 Conflict of Interest. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under

state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder.

8.5 Nondiscrimination. Without limiting any other provision hereunder, Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the GRTA's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

8.6 Ownership of Work Product. All reports, drawings, graphics, plans, and studies, in their final form and format, assembled or prepared by Contractor or Contractor's subcontractors, Contractors, and other agents in connection with this Agreement, shall be the property of GRTA. Contractor shall deliver such materials to GRTA upon request in their final form and format. Such materials shall be and will remain the property of GRTA without restriction or limitation. Document drafts, notes, and emails of the Contractor and Contractor's subcontractors, Contractors, and other agents shall remain the property of those persons or entities.

9. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, subcontract, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

10. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

GRTA:	Executive Director Great Redwood Trail Agency c/o Blue Lake City Hall PO Box 458 Blue Lake, CA 95525 info@thegreatredwoodtrail.org
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TO CONTRACTOR:	Ernest Vargas Founding Director, KOSO Strategies, LLC 2222 Francisco Drive, Suite 220-437 El Dorado Hills, CA 95762 evargas@kosostrategies.com
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When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

11. Miscellaneous Provisions.

11.1 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

11.2 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the City of Santa Rosa, in the County of Sonoma.

11.3 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

11.4 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

11.5. Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

11.6 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

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

CONTRACTOR:

Signed by:

Ernest Vargas

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Name: Ernest Vargas

Title: Founding Director

Date: 5/28/2026

GRTA:

Signed by:

Elaine Hogan

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Name: Elaine Hogan

Title: Executive Director

Date: 5/28/2026

EXHIBIT A - SCOPE OF SERVICES

1. Overview

KOSO Strategies, LLC will serve as Tribal Liaison Consultant to the Great Redwood Trail Agency. The Consultant will support GRTA in building authentic, government-to-government relationships with California Native American tribes and tribal-led organizations whose ancestral lands, histories, and stewardship practices are connected to the Great Redwood Trail corridor. The Consultant's work will be grounded in culturally respectful engagement, transparent governance, and actionable outcomes, and will be guided by the 13 tribal recommendations developed during the Great Redwood Trail Master Plan process and GRTA Board Resolution 2025-09 Environmental and Tribal Commitments.

2. Scope of Services

KOSO Strategies, LLC will perform the following services:

A. Tribal Involvement Strategy

- Develop and implement GRTA's Tribal Involvement Strategy to ensure the meaningful participation of interested California Native American tribes and tribal-led organizations in the planning, design, and stewardship of the Great Redwood Trail, building from the 13 recommendations heard from tribes during the master planning process and Resolution 2025-09 Environmental and Tribal Commitments.
- Facilitate respectful, proactive communication between GRTA and interested tribal governments, tribal organizations, and community members to build long-term, trust-based relationships and ensure culturally informed decision-making.
- Conduct early tribal engagement sessions, presentations to tribal councils and staff from tribes in the Great Redwood Trail project area, and outreach to inform communities about the trail and the Tribal Advisory Committee.
- Collaborate with GRTA's media consultants to develop culturally appropriate communications, press releases, and public stories highlighting tribal partnerships and tribal leadership in Great Redwood Trail projects.

B. Tribal Advisory Committee Formation

- Coordinate with GRTA's Board of Directors Ad-Hoc Committee and/or agency staff on the formation of the Tribal Advisory Committee (TAC), helping guide discussions on its structure, purpose, and operations.
- Draft a detailed proposal for the creation and facilitation of the TAC, to be presented to the GRTA Board of Directors and agency staff.
- Provide recommendations to the Ad-Hoc Committee and agency staff on:
 - Committee size, member composition, and representation across tribal nations;
 - Selection and appointment processes;
 - Term lengths and rotation;
 - Options for stipends or honoraria;
 - The purpose and scope of the committee;
 - Decision-making structures and protocols;
 - Processes to communicate TAC recommendations to GRTA staff and board.

C. Ongoing TAC Facilitation and Engagement

- Facilitate ongoing Tribal Advisory Committee meetings once membership, cadence, and structure are established.
- Guide development of engagement frameworks and discussion protocols that reflect GRTA's goals and assist in furthering the project, while facilitating dialogue that results in tribal-formed recommendations helpful to GRTA staff and the Board when considering organizational development and trail segment design, construction, and management.
- Develop bylaws, codes of conduct and ethics, as well as decision-making protocols for the TAC and support the appointment process that's developed by recruiting and onboarding new members.
- Work with agency staff to develop training materials for TAC members to ensure they have accurate information about GRTA and development of the GRT.
- Advise GRTA on contracting and partnership opportunities that draw upon tribal cultural knowledge and capacity in restoration, planning, land stewardship, and trail management.

D. Board and Staff Education

- Support board and staff education by helping build internal understanding of the Tribal Advisory Committee's structure and role, and ways staff and the Board can integrate TAC recommendations into agency practices.

E. Reporting

- Prepare reports and presentation materials summarizing engagement progress, meeting outcomes, and TAC recommendations for staff and board review.

Exhibit B - Rate Sheet

Services described herein are to be billed at an hourly rate not to exceed \$250/hour. Additional costs such as travel-related expenses or printing of materials are to be billed based on actual expenses and incurred after pre-approval by agency staff. Total billed amount during the two-year contract is not to exceed \$450,000.

Exhibit C – Insurance Requirements

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, Contractors, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

Great Redwood Trail Agency (“Agency”) reserves the right to review any and all of the required insurance policies and/or endorsements but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

Workers Compensation and Employers Liability Insurance

[Required if Contractor has employees as defined by the Labor Code of the State of California.]

Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.

Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.

Required Evidence of Insurance: Certificate of Insurance.

If Contractor currently has no employees as defined by the Labor Code of the State of California, Contractor agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

General Liability Insurance

Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.

Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, Agency requires and shall be entitled to coverage for the higher limits maintained by Contractor.

Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000 it must be approved in advance by Agency. Contractor is responsible for any deductible or self-insured retention and shall fund it upon Agency’s written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the Agency.

The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.

Agency shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Consultant in the performance of this Agreement.

The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the “f” definition of insured contract in ISO form CG 00 01, or equivalent).

The policy shall cover inter-insured suits between the additional insureds and Contractor and include a “separation of insureds” or “severability” clause which treats each insured separately.

Required Evidence of Insurance:

Certificate of Insurance.

Automobile Liability Insurance

Minimum Limit: \$1,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.

Insurance shall cover all owned autos. If Contractor currently owns no autos, Contractor agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.

Insurance shall cover hired and non-owned autos.

Required Evidence of Insurance: Certificate of Insurance.

Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

Documentation

All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with Agency for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.

Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.

Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.