



Upper Mokelumne River Watershed Authority

UMRWA Regular Governing Board Meeting

Agenda

Friday, January 26, 2024 – 10:00 a.m.
Pardee Center, Valley Springs, CA 95252

ROLL CALL

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT: When responding to a matter not on the agenda, state law limits a Board member to providing a brief response, asking clarifying questions, and/or referring it to staff.

AUTHORITY BUSINESS:

Recommended Action

- | | |
|---|----------------------------|
| 1. Board Meeting Minutes of October 6, 2023 | Approve by Motion |
| 2. Treasurer's Report – 4th Quarter FY 2023 | Accept for Filing |
| 3. FPP – Phase 1 Implementation Report | Approve by Motion |
| 4. FPP – Phase 2 Planning Report | Approve by Motion |
| 5. Special District Risk Management Authority Insurance | Approve by Motion |
| 6. Biomass Management JPA Initiative | Discussion/Possible Action |
| 7. Legislative Issues Update | Discussion/Possible Action |

BOARD MEMBER COMMENTS:

8. Board Member Comments

EXECUTIVE OFFICER REPORT:

9. Executive Officer's Oral Report

ADJOURNMENT:

- Next Regular Board Meeting: 10:00 a.m. April 26, 2024, at Pardee Center, Valley Springs

Requests for disability-related modification or accommodation, including auxiliary aids or services, may be made to Lorna Barfield at 209.772.8286 or Lorna.Barfield@ebmud.com no later than 48 hours before the meeting.



Upper Mokelumne River Watershed Authority

Agenda No: **1**

Meeting Date: January 26, 2024

Title:

Board Meeting Minutes of October 6, 2023

Recommended Action:

Approve the meeting minutes of October 6, 2023.

Summary:

The summary minutes of the October 6, 2023, meeting are included for Board review and approval.

Friday, October 6, 2023 – 10:00 a.m.
Governing Board Meeting
Upper Mokelumne River Watershed Authority
Pardee Lodge, Valley Springs, CA 95252

Summary Minutes

ROLL CALL

Directors John Coleman, Chair, Terry Woodrow, Vice-Chair, Ed Gonzalez, Richard Farrington, Scott Ratterman, Brian Onetto, Richard Blood, Jack Garamendi were present. Also present were Executive Officer (EO) Richard Sykes, Authority Counsel Glenn Spitzer, Authority Secretary Lorna Barfield and 18 visitors.

PUBLIC COMMENT

None

AUTHORITY BUSINESS

1. Regular Meeting Minutes of August 25, 2023.

The summary minutes of the August 25, 2023, special meeting were provided to the Board for review.

Motion 22-23 to approve the special meeting minutes of August 25, 2023, was made by Director Woodrow, seconded by Director Farrington and carried by voice vote: Yea 8 – Nay 0 – Abstain 0.

2. Treasurer’s Report – Third Quarter FY 2023

A copy of the Treasurer’s Report for the Third Quarter of Fiscal Year 2023, which ended June 30, 2023, was presented to the Board.

Motion 23-23 to accept the Treasurer’s Report for filing was made by Director Farrington, seconded by Director Woodrow and carried by voice vote: Yea 8 – Nay 0 – Abstain 0.

3. Forest Projects Plan - Phase 1 Implementation Project

The Forest Projects Plan - Phase 1 Implementation Report presented an update on the Forest Resilience Bond (FRB), FPP - Phase 1 implementation efforts and concluded with a table titled ‘UMRWA Forest Project Grants’ which summarized grants awarded and grant applications planned or pending.

UMRWA’s implementation of Phase 1 will require an annual cash flow potentially approaching \$10M. With grant payments in some cases taking up to 90 days or longer, it will be necessary for UMRWA to arrange bridge financing or a line of credit (LOC) to timely pay treatment contractors. In September, UMRWA staff met with EBMUD’s Finance Director (UMRWA’s Controller) to ensure a LOC is in place when needed. As a potential alternative, UMRWA staff have been working on a Forest Resilience Bond (FRB) with Blue Forest Conservation, which would provide a zero interest LOC and may also be used to obtain and dedicate new funding from non-UMRWA beneficiaries of UMRWA’s forest health work, for example PG&E and other corporates (both currently in contracting discussions).

The EO provided the key provisions of a services and loan agreement with Blue Forest Conservation, including the loan repayment process, description of services offered, lines of credit to match approved grant funding and stated that a procedure will be put in place to discuss disbursement requests with the Board. The EO also explained how the beneficiaries will participate in the program and how Blue Forest is financially paid.

The Board asked for clarification regarding grant payment timelines, additional administrative costs of the FRB, lending capabilities of Blue Forest, and EBMUD loan percentage rate possibilities. The Board expressed appreciation for having two possible lending options to timely pay contractors.

4. FPP - Phase 2 Planning Report

The landscape-level Phase 2 FPP initiative began in September 2022 and plans to address forest health issues on up to 225,000 acres of Stanislaus and Eldorado NF lands within and flanking the Upper Mokelumne watershed. This second phase of the FPP process will consider forestry activities not included in Phase 1 due to potentially more significant environmental impacts. Phase 2 planning is underway and the USFS/UMRWA team is meeting regularly. The Technical Advisory Group and stakeholder meetings have started and data collection and consolidation is in progress. A draft Purpose and Need statement has been completed and a modeling approach and consultant selection process is nearly concluded. The team is poised to perform landscape assessments and begin to develop project alternatives in early 2024.

In August 2022, UMRWA executed its original contract with Stantec (at that time Cardno, Inc.) with the intention of using this firm for Phase 2 project management and environmental documentation as funding became available. The initial agreement was funded for \$50,000. Amendment 1 was executed in January 2023 for an additional \$125,000 funded by UMRWA (\$50,000) and SNC's RFFCP (\$75,000). Amendment 2 would add \$400,000 to the agreement using funding from the recently executed Cal Fire grant. This will allow the project to proceed into 2024 and accomplish key milestones including completing the Notice of Intent, selecting and contracting with a modeling consultant and initiating landscape assessments, continuing Technical Advisory Group and stakeholder meetings, and other tasks identified in the Stantec scope of work. Staff is pursuing several paths to obtain the additional funds needed to complete Phase 2 planning, estimated to be in the range of \$1.5 million.

The Executive Officer explained that the modeling data will show areas needing prioritized action, will reassess fire risk after treatment work is complete and will regularly be updated to evaluate protection of forests and communities.

The Executive Officer explained that the modeling data will show areas needing prioritized action, will reassess fire risk after treatment work is complete and will regularly be updated to evaluate protection of forests and communities.

Motion 24-23 to authorize the Executive Officer to execute Amendment 2 to the agreement with Stantec for Phase 2 planning to increase the authorized agreement cost ceiling by \$400,000 from \$175,000 to \$575,000 was made by Director Woodrow seconded by Director Farrington and carried by voice vote: Yea 8 – Nay 0 – Abstain 0.

4. Biomass Management JPA Presentation

Christiana Darlington, CLERE Inc. presented the Board with an update regarding the California Forest Residual Aggregation for Market Enhancement (Cal FRAME) Pilot Study to consider the development of joint powers authorities (JPAs) to increase the utilization of biomass and improve the economics of forest health work in the Sierra Nevada.

The Board discussed the biomass energy industry, long term feedstock contracts, the biomass brokering market and questioned the need for a JPA. Christiana gave further explanation that a JPA is in financial position to meet the volume of larger projects and would be very narrowly focused to bring biomass out of the forest.

Michael Minkler from Calaveras County Water District gave credit to UMRWA for being recognized by CLERE Inc. as a potential JPA member and agreed on the key issues that are holding up biomass reduction. Other sources of revenue are needed, and if a JPA is the best way to provide this service he feels it is worth exploring.

The Board was supportive of the concept and gave direction to continue discussions and gather more details. Michael Minkler who expressed interest and has experience with these issues along with Director Oneto have agreed to be part of the process to investigate further with the Executive Office.

Legislative Issues Update:

The EO provided information regarding several state bills of interest to UMRWA including AB 338 which would make specified forest health work subject to California prevailing wage law, potentially resulting in a substantial increase in cost for this type of work. At its April 28 meeting, the UMRWA board voted to oppose this bill and an opposition letter was sent to the author on May 8, 2023. On September 20, 2023, the bill was enrolled and sent to the governor for signature. If enacted the bill would become law on January 1, 2025, with a one-year delay for non-profits.

Also discussed were several bond bills that would provide forest health and infrastructure funding which would benefit UMRWA and its member agencies. None of these bills appear to have made progress since the July UMRWA board meeting. All remain in committee with hearings postponed and no action in the past two months.

Motion 25-23 directing the EO to submit a letter on behalf of UMRWA requesting the Governor veto AB 338, was made by Director Farrington, seconded by Director Garamendi and carried by roll call vote: Yea 8 – Nay 0 – Abstain 0.

Board Member Comments:

The Board thanked the Executive Officer and Christiana Darlington for the information presented.

Executive Officer Comments:

None

ADJOURNMENT: Director Coleman adjourned the meeting at 11:26 a.m. The next regular meeting will be held on January 26, 2024, at Pardee Center.

SUBMITTED BY:

Lorna Barfield, Authority Secretary

John Coleman, Chair of the Board
APPROVED: January 26, 2024



Upper Mokelumne River Watershed Authority

Agenda No: **2**

Meeting Date: January 26, 2024

Title:

Treasurer's Report – 4th Quarter FY 2023

Recommended Actions:

Accept for filing.

Summary:

A copy of the Treasurer's Report for the Fourth Quarter of fiscal year 2023, which ended September 30, 2023, is included here and will be presented at the Board meeting.

The Fourth Quarter Treasurer's Report shows the Member Funded budget to be overspent at year's end by \$15,993 (3.6%). Offsetting this overage were two unbudgeted revenues; interest earnings (\$1,863), and indirect fees collected with grant payments received throughout the year (\$59,065). The net positive \$44,935 is reflected in the updated FY 2024 Operating Reserves balance (\$361,027).

**UPPER MOKELUMNE RIVER WATERSHED AUTHORITY
TREASURER'S REPORT
STATEMENT FOR THE PERIOD ENDING SEPTEMBER 30, 2023**

<i>Fiscal Year 2023 (beginning Oct. 1, 2022)</i>	Assessment, Grants & USFS	Budget FY 2023	Actual		
			Current Quarter	YTD	YTD %
<i>General Assessments & Operating Revenue</i>					
Amador Agencies Funding	39,537	39,537	-	39,537	100%
Calaveras Agencies Funding	46,035	46,035	-	46,035	100%
EBMUD Funding	86,122	86,122	-	86,122	100%
Member Agencies Contribution	171,694	171,694	-	171,694	100%
Prior Year Unspent/Carry forward	182,150	182,150	-	-	0%
Applied Indirect Fee Revenues	15,000	15,000	-	-	0%
Interest/Misc income	-	-	1,077	1,863	
Applied Operating Reserve (Adjusted Bal. \$428,217)	66,806	66,806	-	-	0%
Misc Revenue	263,956	263,956	1,077	1,863	1%
Total Assessments & Operations Funding	435,650	435,650	1,077	173,557	40%
<i>IRWM Grant Funding</i>					
CCWD - West Point WTP (Prop 1)	390,129	390,129	77,067	104,906	27%
CPUD - Jeff Davis WTP	TBD	TBD	-	-	
<i>Forestry/Watershed Funding</i>					
Sierra Nevada Conservancy - Forest Projects Plan (#1280)	16,239	16,239	20,000	34,616	213%
Sierra Nevada Conservancy - RFFCP (#969)	178,017	178,017	33,121	134,954	76%
CalFire Grant (8GG21607)	4,999,967	4,999,967	241,199	423,258	8%
CalFire Grant #2 (8GG22614)	6,999,934	6,999,934	-	-	0%
Wildlife Conservation Board	627,317	627,317	97,447	133,437	21%
Total Grants and Other Funding	13,211,603	13,211,603	468,834	831,171	6%
TOTAL REVENUES & FUNDING	13,647,253	13,647,253	469,911	1,004,728	7%
ASSESSMENT EXPENDITURES					
General Assessment (Administration)					
Executive Officer		50,000	25,517	63,769	128%
Administrative Officer		50,000	27,324	77,004	154%
Document Storage & Sharing System (Woodard & Curran) (w/\$8,000 carry forward)		19,000	17,708	23,418	123%
Streamline Website		1,000	-	1,080	108%
General Assessment (Operations)					
MLLT - STE Watershed Program CY 2022/23 (w/\$7,769 carry forward)		24,269	-	16,283	67%
Inter-agency Liaison & Board Support (LEI, Inc)		5,000	3,219	5,058	101%
Forest-related Grant Applications/Project Development (LEI, Inc)		50,000	45,122	75,090	150%
Phase 1 FPP Completion (LEI, Inc) (w/\$10,000 carry forward)		20,000	-	-	0%
FPP-1 Implementation Plan (LEI, Inc)		20,000	410	410	2%
Forest Projects Plan - Phase 2 Support (Regine/LEI)		15,000	18,768	23,852	159%
Forest Projects Plan - Phase 2 (Stantec/Cardno) (w/\$44,959 carry forward)		169,959	119,225	165,679	97%
IRWM Grant Application/Project Development		3,582	-	-	0%
DWR Grant Support (Woodard & Curran)		7,840	-	-	0%
TOTAL ASSESSMENT EXPENDITURES		435,650	257,293	451,643	104%
GRANT and FORESTRY/WATERSHED FUNDING EXPENDITURES					
DWR Prop 1 Implementation Grant					
CCWD - West Point WTP		TBD	72,390	154,736	
Woodard & Curran - invoicing & reporting		14,869	2,451	7,281	49%
WRA - agreement administration		4,000	-	-	0%
DWR Prop 1 Grant - Round 2					
CPUD - Jeff Davis WTP		TBD	-	-	
Woodard & Curran - invoicing & reporting		17,160	-	-	0%
WRA - agreement administration		TBD	-	-	
SNC - RFFCP					
Landmark Environmental Inc.		107,674	22,679	105,622	98%
InContext (RFP 22-01)		52,541	45,000	(32,978)	-63%
Insert L. Lucke (ACCG Support)		2,000	3,684	3,684	184%
WCB - Aspen Restoration Project					
Landmark Environmental Inc.		252,401	7,057	21,358	8%
Institute For Bird Populations		221,099	90,295	102,278	46%
Reserved for technical field work		139,500	-	-	0%
SNC - Forest Projects Plan					
Landmark Environmental Inc.		16,239	-	30,187	186%
CalFire Grant (Hwy 88 Project)					
Landmark Environmental Inc.		4,841,685	115,519	175,627	4%
InContext		107,338	-	107,338	100%
Pyramid Botanical		50,944	50,944	50,944	100%
Reserved for Contractors		TBD	-	-	
TOTAL GRANT EXPENDITURES		5,827,450	410,019	726,077	12%
Total Project Expenses		6,263,100	667,312	1,177,720	19%



Upper Mokelumne River Watershed Authority

Agenda No: **3**

Meeting Date: January 26, 2024

Title:

Forest Projects Plan – Phase 1 Implementation Report

Recommendations:

- (1) Approve Loan and Services Agreement with Blue Forest
- (2) Approve Consulting Services Agreement with Pyramid Botanical Consulting to provide botanical services for FPP-1 Arbor project with a not-to-exceed fee of \$60,000.
- (3) Authorize staff to initiate RFQ processes for Botanical and Archeological Services as needed to advance UMRWA's next-in-line FPP-1 treatment projects.
- (4) Authorize staff to initiate the RFP process for Forest Contractors to perform Arbor Project and Birch Project fuel reduction treatments.
- (5) Approve Resolution 2024–01 for Cal Fire Forest Health Grant application.

Summary:

This Forest Projects Report – Phase 1 (FPP-1) Implementation Report presents updates and recommendations on the Blue Forest – Forest Resilience Bond loan agreement, and on FPP - Phase 1 implementation activities scheduled for 2024. The report concludes with a table titled 'UMRWA Forest Project Grants' which summarizes awarded forest project grants and pending applications.

FPP-1 Financing Elements:

The FPP-1 Funding Strategy presented to the Board on July 28 assumes all funding applied by UMRWA to FPP-1 implementation costs are from non-repayable sources (largely non-repayable state or federal grant funds). However, with annual cash flow requirements in some years potentially exceeding \$10M, and with grant payments in some cases taking up to 90 days or longer, UMRWA will require bridge financing (short-duration loan and/or a line of credit) to ensure UMRWA has sufficient cash on hand to timely pay treatment contractors. Over recent months staff has worked with Blue Forest and EBMUD to formulate two tentative sources of bridge financing for UMRWA's forest project work.

Blue Forest Loan and Services Agreement. The Forest Resilience Bond (FRB) includes a feature that allows the FRB to extend a line of credit to UMRWA. The associated financial instrument is the recommended Loan and Services (L&S) Agreement between UMRWA and Upper Mokelumne I FRB LLC. This Agreement is set to expire on December 15, 2028, with extensions possible. The maximum loan amount under the proposed interest-free loan agreement is \$4M. UMRWA pledges to repay loans from Cal Fire grant proceeds (with other future grants potentially subsequently pledged).

The UMRWA FRB is a wholly owned LLC subsidiary of Blue Forest Finance Inc., a 501(c)(3) nonprofit. The Upper Mokelumne I FRB LLC serves as the dedicated business entity for a small number of key agreements related to the Upper Mokelumne Forest Resilience Bond. As a dedicated business entity, the Upper Mokelumne I FRB LLC holds those agreements separate from other agreements (such as agreements related to other FRBs, or related to other Blue Forest or UMRWA activities), which serves to reduce risk and produce clarity

about sources and uses of cash flow. The recommended L&S Agreement between the FRB and UMRWA is one of those key agreements. The others are expected to be:

- A grant agreement between the FRB and UMRWA
- Payment agreements between certain beneficiaries (PG&E, Pepsi, and any others who join) and the FRB, and
- A loan agreement between the FRB and other potential investors.

* A copy of the recommended Loan and Services Agreement with Blue Forest is included in the Supplemental Materials packet.

EBMUD Line of Credit:

UMRWA Staff continue to work with EBMUD on an additional line of credit that would be used to supplement the Blue Forest LOC if needed. Agreement language has not yet been drafted but is expected by the April UMRWA Board Meeting.

2024 Implementation Activities:

With a second Cal Fire grant recently secured (\$6.4M for Phase 1 – Arbor treatments) and an SNC grant scheduled for award in March (with an additional \$4.8M for Phase 1 - Birch treatments) staff is proceeding with various tasks to initiate these next two implementation projects. [As an aside, Arbor and Birch are the first two projects using an alpha-based project naming convention that is now being applied to UMRWA forest implementation projects]. The primary activities necessary to advance the Arbor and Birch FPP -1 implementation projects are summarized below.

Before any forest treatment work may begin, the forest lands slated for treatment must first be surveyed and/or flagged to protect archeological and cultural resources, and certain botanical species per NEPA and CEQA mitigation measures. These protection measures must be carried out by qualified professionals. To fulfill these measures UMRWA requires the services of qualified professionals.

Botanical Services – For botanical services associated solely with Arbor, a consulting services agreement with Pyramid Botanical Consultants is recommended for Board approval today. Because UMRWA recently administered a Request for Proposals process (completed in April 2023) by which Pyramid was selected to provide services on the Highway 88 project, a new solicitation process is not required for Arbor. With Pyramid having completed the contracted Highway 88 project work on time, within budget, and to the satisfaction of UMRWA and Eldorado NF staff, Pyramid is recommended to provide botanical services for Arbor. A copy of the recommended Pyramid consulting services agreement is included in the Supplemental Materials packet.

For botanical services required for subsequent UMRWA forest projects Birch, Cedar, and Dogwood, a Request for Qualifications process is proposed. The preliminary schedule for completing a Request for Qualifications process for botanical services calls for RFQ issuance Feb. 7, with Board approval on April 26 of a ranked list of best qualified botanical consulting firms. These firms will then be approved for use on these future projects subject to specific scopes of work as requested consistent with approved grant budgets.

Archaeological Services – For archeological services associated with Arbor, Birch and Cedar, a Request for Qualifications process is also recommended. The schedule for completing a Request for Qualifications process for archeological services is expected to follow the same botanical services schedule described above.

Forest Treatment Contractors - To secure contracts with qualified contractors to perform Arbor and Birch fuel reduction services beginning in 2024 a Request for Proposals process is planned to begin in April and conclude with the Board award of contracts at the July 26 meeting.

For reference, the table below displays the series of planned FPP-1 implementation projects and their initiation seasons, the associated sources of funding and grant expiration dates, and number of acres to be treated.

	Hwy. 88	Arbor	Birch	Cedar	Dogwood	Evergreen	Fir
Season	2023	2024	2024	2025	2025	2026	2026
Grant Expires	March 2026	March 2029	January 2028	TBD	March 2030	TBD	TBD
Source (Amount)	Cal Fire (\$5M)	Cal Fire (\$6.4M)	SNC (\$4.8M) *	WCB (\$6.8M) *	Cal Fire (\$7M) *	TBD	TBD
Acres	2,255	3,133	1,952	2,220 +/-	2,165 +/-	TBD	TBD

* Award pending or application submitted

Grants Awarded and Applications Pending:

The status of UMRWA’s forest-related grant procurement efforts (for both implementation and planning/environmental compliance projects) is shown in the table below. Over the past 3 years, the Authority has been awarded five grants totaling \$13,204,311 in forest project funding. Presently, UMRWA has 5 active grant applications in varying stages of progress seeking a total of \$20,306,480 in additional grant funding. These are summarized below.

UMRWA FOREST PROJECT GRANTS

Completed	Approved/Ongoing	Pending
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Grant	By	Amount	Tasks/Deliverables	Key Dates
Forest & Watershed Health (# 1280)	SNC	\$200,000 (13% indirect)	- FPP Phase 1 Plan - NEPA/CEQA documentation	Execute: 6/22/21 Completed: 4/1/23
WIP Capacity Program – Early Action (# 969-RFFCP)	SNC	\$354,944 (10% indirect)	- NEPA documents - ACCG consultation/Tribal - Decision Memo	Executed: 5/23/22 Complete: 12/1/24
WCB – Prop 68 (# WC-2262CR)	WCB	\$649,400 (5.6% indirect)	- Aspen inventory - Prioritization/design plan - Environmental compliance	Executed: 6/10/22 Complete: 3/31/25
Forest Health Program (Greenhouse Gas Reduction Fund)	Cal Fire	\$4,999,967 (10% indirect)	- NEPA/CEQA clearance - Hwy 88 Project fuel treatments >2,255 acres	Executed: 7/25/22 Complete: 3/31/26
Forest Health Program (GGRF)	Cal Fire	\$7,000,000 (10% indirect)	- Arbor Project fuel treatments >3,133 acres	Executed: 8/30/23 Complete: 3/30/29
WIP Capacity Program (RFFCP)	SNC	\$180,000	- ACCG & Tribal outreach - Monitoring	Full Ap: August 2023 Award: March 2024
Wildfire Recovery & Forest Resilience (Planning)	SNC (#1646)	\$700,000	- Develop FPP Phase 2 Plan - NEPA/CEQA documentation	Full Ap: 9/29/23 Award: Spring 2024

Wildfire Recovery & Forest Resilience <i>(Implementation)</i>	SNC (#1636)	\$4,876,480 (12% indirect)	- Birch Project fuel treatments on 1,952 acres	Full Ap: 9/29/23 Award: Spring 2024
Forest Health Program (GGRF) <i>(Implementation)</i>	Cal Fire	\$7,000,000	- Dogwood Project fuel treatments on +/- 2,500 acres	Full Ap: 1/15/24 Award: Spring 2024
Forest Health Research Grant <i>(Planning)</i>	Cal Fire	\$750,000	- Wildfire and forest research related to modeling, experimental treatment options, technology testing.	Concept: 1/31/2024 Full Ap: 4/17/24 Award: May 2024
WCB – Prop 68 (#2) <i>(Implementation)</i>	WCB	\$6,800,000	- Cedar Project fuel treatments on +/- 2,220 acres	Full Ap: 2/15/24 Award: Mid 2024

Resolution 2024-01 is required for UMRWA to apply to the Cal Fire Forest Health Grant Program. Approval of this resolution is recommended by staff to ensure access to this important source of funding. The Cal Fire grant application for Phase 1 Dogwood was submitted on January 12, 2024. The project area includes acreage adjacent to the Phase 1 acreage for which the USFS has completed NEPA, but CEQA has not yet been completed. UMRWA will process a notice of exemption (NOE) for this work consistent with the provisions of SB 901 (Dodd) which allows for an NOE to comply with CEQA for selected forest health activities if the provisions of NEPA have been satisfied. Staff will report to the board on the NOE at the April UMRWA board meeting.

UPPER MOKELUMNE RIVER WATERSHED AUTHORITY

RESOLUTION 2024-01

RESOLUTION OF THE BOARD OF DIRECTORS

**FOR FUNDING FROM THE FOREST HEALTH GRANT PROGRAM AS PROVIDED THROUGH
CALIFORNIA CLIMATE INVESTMENTS**

WHEREAS, the Governor of the State of California in cooperation with the California State Legislature has enacted State of California Greenhouse Gas Reduction Funding, which provides funds to the State of California and its political subdivisions for Forest Health programs; and

WHEREAS, the State Department of Forestry and Fire Protection has been delegated the responsibility for the administration of the program within the State, setting up necessary procedures governing application by local agencies and non-profit organizations under the program, and

WHEREAS, said procedures established by the State Department of Forestry and Fire Protection require the applicant to certify by resolution the approval of application before submission of said application to the State; and

WHEREAS, the applicant will enter into an agreement with the State of California to carry out a Forest Health project.

NOW, THEREFORE, BE IT RESOLVED that the Upper Mokelumne River Watershed Authority (UMRWA) Board of Directors:

1. Approves the filing of an application for Forest Health grant program funds; and
2. Certifies that applicant UMRWA has sufficient funds to operate and maintain the project; and,
3. Certifies that funds under the jurisdiction of this Board of Directors are available to begin the project, and
4. Certifies that said applicant will expend grant funds by or before 2029, and
5. Appoints the UMRWA Executive Officer, or his designee, as agent of the UMRWA Board of Directors to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, amendments, payment requests and so on, which may be necessary for the completion of the aforementioned project.

Approved and adopted by unanimous vote this 26th day of January 2024.

John Coleman, Board Chairperson

Attest:

Lorna Barfield, Authority Secretary



Upper Mokelumne River Watershed Authority

Agenda No: 4

Meeting Date: January 26, 2024

Title:

Forest Projects Plan – Phase 2 Planning Report

Recommendations:

- 1) Approve Resolution 2024–02 for Cal Fire Forest Health Research Grant application.
- 2) Approve Consulting Services Agreement with Megan Layhee.

Summary:

UMRWA’s FPP-2 planning initiative is now fully underway. This 250,000 +/- acre landscape-level planning and environmental compliance program, which spans Stanislaus and Eldorado NF lands within and flanking the Upper Mokelumne watershed, was initiated in September 2022. Over the past four months key program elements have been refined and funding secured to facilitate significant advancements in 2024 on all phases of the planning process. Summarized below are key program phases and the status of each.

Plan Development:

Phase 2 planning is underway and the UMRWA/USFS team is meeting regularly. The Technical Advisory Group and Stakeholder Group meetings have started, data collection and consolidation is in progress, the modeling consultant has been retained and the modeling team is now working on preliminary analyses. The team is poised to perform landscape assessments and begin to develop project alternatives in early 2024.

Organization:

The FPP-2 planning effort is organized into several groups and teams, each with defined roles and expected contributions. These are displayed in the table below.

Group	Members	Purpose and Role
Core Group	UMRWA and Stantec Leads	- Directs and implements day-to-day actions on the project (meets weekly)
Partnership Team	Core Group and USFS Leadership	- Core Group provides monthly high-level updates to Partnership Team, key decision making body - USFS provides official decisions and guidance
Interdisciplinary (ID) Team	Core Group and USFS Technical Experts	- Works through technical details related to project planning and NEPA process (meets monthly)
Modeling Working Group	Core Team, SIG, PSW, USFS	- Provide reports and technical updates to the ID Team

Technical Advisory Group (TAG)	Selected technical experts	- Provides strategic/scientific input to Partnership and ID Teams (meets quarterly)
Stakeholder Group	Interested stakeholders	- Receives information from Core Team - Provides feedback, comments, and suggestions (meets quarterly)

In addition to the groups and activities above, UMRWA has been very engaged with the Amador Calaveras Consensus Group on Phase 2. This includes routine briefings at nearly every ACCG general membership meeting and focused discussion and recommendations on selected topics with the ACCG Planning and Monitoring Work Groups and new Ad Hoc groups specifically providing input on Phase 2 issues.

Funding and Schedule:

In August 2022, UMRWA executed its original \$50,000 contract with Stantec (at that time Cardno, Inc.) with the intention of using this firm for Phase 2 project management and environmental documentation as funding became available. Subsequently, two amendments to the Stantec agreement were approved that added \$525,000 and additional program tasks to the Stantec Scope of Work. Project funding sources include SNC and Cal Fire grants, along with UMRWA contributions. As a result, the FPP – Phase 2 project in 2024 will accomplish key milestones including completing the Notice of Intent, contracting with a modeling consultant, initiating landscape assessments, continuing Technical Advisory Group and stakeholder meetings, and other tasks articulated in the Stantec Scope of Work.

Staff is pursuing several paths to obtain the additional funds needed by 2025 to complete Phase 2. Staff has received word SNC staff is recommending award of a \$646,000 grant at the March 7/8 SNC Board meeting. With that SNC award in hand, the remaining unfunded amount needed to complete the Phase 2 program is estimated to be in the range of \$1 million.

Additionally, staff is evaluating potential applications to Cal Fire’s Forest Health Research Program (FHRP). This program was established as part of Cal Fire’s plan for implementing the California Forest Carbon Plan. One research focus is Wildfire and Forest Research. Eligible projects must include original research and focus on California lands that are relevant to the goals and objectives outlined in the California Wildfire and Forest Resilience Action Plan or other large-scale forest, fire or ecosystem management planning documents for areas within the state. The FPP – Phase 2 initiative is viewed as a good candidate for research funding. The FHRP intends to award a minimum of \$4,500,000 with the maximum allowable award of \$750,000. Concept proposals are due January 31. UMRWA and the ACCG Monitoring Work Group are working on the concept proposal which will focus on the development and implementation of a monitoring program for the FPP.

Staffing:

From its inception in mid-2022 the Authority’s FPP – Phase 2 planning program has been managed by the Executive Officer with periodic support by several Landmark Environmental forestry team members. With the FPP-2 effort now fully underway additional dedicated support is required. It is recommended the Board approve a Consulting Services Agreement with Megan Layhee with a total initial fee of \$26,000. Ms. Layhee’s fees will initially be paid from Cal Fire grant #2 funds. The specific tasks Ms. Layhee will perform include providing day-to-day consultant oversight, liaison to ACCG, participating in various Group and Team meetings, and providing technical/GIS support. The Cal Fire #2 grant will be the funding source for this agreement.

* A copy of the recommended Megan Layhee consulting services agreement is included in the Supplemental Materials packet.

UPPER MOKELUMNE RIVER WATERSHED AUTHORITY

RESOLUTION 2024-02

**RESOLUTION OF THE BOARD OF DIRECTORS
FOR FUNDING FROM THE FOREST HEALTH RESEARCH GRANT PROGRAM AS PROVIDED
THROUGH CALIFORNIA CLIMATE INVESTMENTS**

WHEREAS, the Governor of the State of California in cooperation with the California State Legislature has enacted State of California Greenhouse Gas Reduction Funding, which provides funds to the State of California and its political subdivisions for Forest Health programs; and

WHEREAS, the State Department of Forestry and Fire Protection has been delegated the responsibility for the administration of the program within the State, setting up necessary procedures governing application by local agencies and non-profit organizations under the program, and

WHEREAS, said procedures established by the State Department of Forestry and Fire Protection require the applicant to certify by resolution the approval of application before submission of said application to the State; and

WHEREAS, the applicant will enter into an agreement with the State of California to carry out a Forest Health project.

NOW, THEREFORE, BE IT RESOLVED that the Upper Mokelumne River Watershed Authority (UMRWA) Board of Directors:

1. Approves the filing of an application for Forest Health grant program funds; and
2. Certifies that applicant UMRWA has sufficient funds to operate and maintain the project; and
3. Certifies that funds under the jurisdiction of this Board of Directors are available to begin the project, and
4. Certifies that said applicant will expend grant funds by or before 2029, and
5. Appoints the UMRWA Executive Officer, or his designee, as agent of the UMRWA Board of Directors to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, amendments, payment requests and so on, which may be necessary for the completion of the aforementioned project.

Approved and adopted by unanimous vote this 26th day of January 2024.

John Coleman, Board Chairperson

Attest:

Lorna Barfield, Authority Secretary



Upper Mokelumne River Watershed Authority

Agenda No: 5

Meeting Date: January 26, 2024

Title:

Special District Risk Management Authority Insurance

Recommended Actions:

- 1) Adopt Resolution No. 2024-03 approving, and authorizing execution of, the Sixth Amended SDRMA Joint Powers Agreement, and authorizing UMRWA's participation in the SDRMA Property/Liability Program.
- 2) Authorize submittal of the California Special Districts Association (CSDA) Membership Application with the \$1,281 annual membership dues payment.

Summary:

The expanded pace and scale of the Authority's forest treatments program has made it prudent for UMRWA to acquire general liability insurance. With the assistance of Authority Counsel and Amador County's Risk Manager, staff has searched potential general liability insurance options available to provide that coverage. As presented below, it is recommended UMRWA secure general liability insurance through the California Special District's Risk Management Authority (SDRMA).

Discussion:

SDRMA is a public agency formed in 1986. It offers property and general liability programs (among others) for special districts and other California public agencies. (Jackson Valley Irrigation District is a participating member). It has been recognized by several accreditation organizations for employing industry best management practices and complying with AGRIP (Association of Governmental Risk Pools) Advisory Standards. SDRMA undergoes an annual financial audit and an annual actuarial review to assist with rate setting to maintain pool stability. It is governed by a seven-member elected (from its membership) Board of Directors.

The SDRMA Property/Liability Program that is recommended for UMRWA includes the following coverages. The annual premium for coverage limits and deductibles listed on the next page is \$4,802.

General Liability: Coverage for Third-Party claims and losses arising from members' operational exposures for Bodily Injury and Property Damage. Coverage is provided for such exposures as: Recreational Activities; Premises Liability; and Operational Breaches. Coverage included for Boards, employees and volunteers.

Auto Liability: Coverage protects members from lawsuits for bodily injury and property damage to the public arising out of ownership, maintenance or use of a covered vehicle. Coverage includes owned vehicles, non-owned and hired vehicles and uninsured and underinsured motorists.

Auto Physical Damage: Comprehensive and collision damage coverage provides protection for damage or loss to a member's owned vehicle. Provides coverage for repair or

replacement for like kind, type and condition based on actual cash value. Comprehensive coverage includes fire, theft, vandalism, windstorm, hail, flood, glass breakage, damage caused by riot or civil commotion and damage from hitting or being hit by birds and animals. Collision coverage includes damage caused by colliding with another vehicle or object.

Public Officials and Employees Errors and Omissions: Coverage for public officials and directors “wrongful acts”, alleged or actual negligence, errors or omissions, breach of duty, misfeasance, malfeasance, non-feasance and defamation.

Elected Officials Personal Liability: This specialized coverage protects elected and/or appointed officials from claims and settlements arising outside the course and scope of their duties. Coverage includes invasion of privacy, libel, slander, defamation of character, discrimination, false arrest and malicious protection.

Employee and Public Officials Dishonesty: Coverage protection for member losses resulting from fraudulent or dishonest acts committed by employees, volunteers or board members. Coverage includes larceny, theft, embezzlement, forgery and wrongful misappropriation.

Coverage Limits and Deductibles:

	Deductible (\$)	Limit (\$)
General Liability		
Bodily Injury	0	5,000,000
Property Damage	500	5,000,000
Public Officials Personal	500	500,000
Employee/Public Officials E & O	0	5,000,000
Employee/Public Officials Dishonesty (Crime)	0	1,000,000
Auto Liability (includes non-owned auto)		
Auto Bodily Injury	0	5,000,000
Auto Property Damage	1,000	5,000,000
Non-Owned Auto Bodily Injury	0	5,000,000
Non-Owned Auto Property Damage	1,000	5,000,000
Uninsured Motorist	0	1,000,000

SDRMA Requirements:

To secure Property/Liability insurance coverage from SDRMA, UMRWA membership in the California Special Districts Association (CSDA) for a minimum three years is required. Additionally, UMRWA must submit certain applications and other membership documents to SDRMA. Board Resolution 2024-03 authorizing completion, execution and submittal of these required documents is recommended for Board approval today.

UPPER MOKELUMNE RIVER WATERSHED AUTHORITY
RESOLUTION 2024-03

RESOLUTION OF THE BOARD OF DIRECTORS

**APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF THE SIXTH AMENDED
JOINT POWERS AGREEMENT AND AUTHORIZING PARTICIPATION IN THE SPECIAL DISTRICT
RISK MANAGEMENT AUTHORITY PROPERTY/LIABILITY PROGRAM**

WHEREAS, the Special Districts Risk Management Authority (SDRMA) is a public agency formed in 1986, under California Government Code Section 6500 et seq., to provide property and liability coverage protection and risk management services statewide exclusively for California public agencies; and

WHEREAS, procedures established by the SDRMA require submittal of a Resolution of the UMRWA Board of Directors expressing its interest and intentions with respect to membership in the California Special Districts Association and participation in the SDRMA Property/Liability Program; and

WHEREAS, the Upper Mokelumne River Watershed Authority (UMRWA) is a Joint Powers Agency formed in 2000 to address water quality, water supply and environmental matters; and

WHEREAS, UMRWA is comprised by Amador Water Agency, Calaveras County Water District, Calaveras Public Utility District, East Bay Municipal Utility District, Jackson Valley Irrigation District, Alpine County Water Agency and the counties of Amador, Calaveras and Alpine; and

NOW, THEREFORE, BE IT RESOLVED that the Upper Mokelumne River Watershed Authority (UMRWA) Board of Directors:

1. Approves the form of and authorizes the Chairperson to execute the Sixth Amended Joint Powers Agreement; and
2. Authorizes UMRWA's participation in the Special District Risk Management Authority Property/Liability Program; and
3. Authorizes the Executive Officer to complete the Alliant Insurance Crime Application for employee and public officials' fidelity blanket bond; and,
4. Authorizes the Executive Officer to complete the California Special Districts Association (CSDA) Membership Application, including annual membership dues made payable to CSDA; and
5. Authorizes the Executive Officer to take any other administrative actions necessary to complete UMRWA's requirements to fulfill SDRMA membership terms.

Approved and adopted by unanimous vote this 26th day of January 2024.

John Coleman, Board Chairperson

Attest:

Lorna Barfield, Authority Secretary



Upper Mokelumne River Watershed Authority

Agenda No: **6**

Meeting Date: January 26, 2024

Title:

Biomass Management JPA Initiative

Summary:

At the October 6 UMRWA Board Meeting, Christiana Darlington presented the Board with an update regarding the California Forest Residual Aggregation for Market Enhancement (Cal FRAME) Pilot Study to consider the development of joint powers authorities (JPAs) to increase the utilization of biomass and improve the economics of forest health work in the Sierra Nevada. Work has progressed on this pilot project with two reports to be completed in the near future. One report is an organizational study to determine economics and the financial approaches that might be used to make progress in this area. The second report is a feedstock availability study which evaluates and estimates feedstock and reviews possible sites for biomass processing plants. These reports should be completed in the next several months and Ms. Darlington is scheduled to provide an update on this effort at UMRWA's April board meeting.



Upper Mokelumne River Watershed Authority

Agenda No: **7**

Meeting Date: January 26, 2024

Title:

Legislative Issues Update

Recommended Action:

For discussion and possible action.

Summary:

As directed by the Board at its October 6 meeting, the EO submitted a letter on behalf of UMRWA requesting the Governor veto AB 338 direction. Governor Newsome subsequently signed that legislation.

EBMUD recently developed its state and federal legislative initiatives for 2024. These documents are included for your information in the Supplemental Materials packet. EBMUD has included forest health advocacy via UMRWA in these initiatives.

No other legislative matters are included in this update. The EO may summarize any relevant legislative information that may be obtained prior to the Board meeting. Additionally, Board directors and/or agency staff may have legislation of interest and this agenda item is intended to facilitate discussion of it.



Upper Mokelumne River Watershed Authority

Supplemental Agenda Materials Packet - January 26, 2024 -

Table of Contents

Agenda #	Agenda Item Title	Document Name(s)
3	FPP - Phase 1 Implementation Report	(1) Loan and Services Agreement with Blue Forest (2) Pyramid Botanical Surveys Consulting Agreement
4	FPP - Phase 2 Planning Report	(1) Consulting Services Agreement with Megan Layhee
7	Legislative Issues Update	(1) EBMUD State Legislative Priorities for 2024 Legislative Year (2) EBMUD Federal Priorities for 2024

Members

Alpine County • Alpine County Water Agency • Amador County • Amador Water Agency • Calaveras County • Calaveras County Water District • Calaveras Public Utility District • East Bay Municipal Utility District • Jackson Valley Irrigation District

LOAN AND SERVICES AGREEMENT

THIS LOAN AND SERVICES AGREEMENT (as amended, amended and restated, modified, or supplemented from time to time, this “**Agreement**”), is made this [26th] day of [January], 2024 (the “**Effective Date**”), by and between Upper Mokelumne River Watershed Authority, a joint powers agency formed pursuant to the laws of the State of California (“**Borrower**”) and Upper Mokelumne I FRB LLC, a Delaware limited liability company (“**Lender**”) and, together with Borrower the “**Parties**”).

WHEREAS, Lender desires to lend to Borrower, and Borrower desires to accept from Lender, the Loans (as defined below); and

WHEREAS, Borrower desires to provide certain ecological restoration services (as defined in more detail below, the “**Services**”), and Lender desires that such Services be provided.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 LOAN TERMS

1.1 The Loans. Subject to the terms and conditions set forth in this Agreement, Lender agrees to make loans to Borrower (each a “**Loan**” and together the “**Loans**”) from time to time until December 15, 2028 (the “**Final Loan Date**”), unless otherwise extended by mutual agreement of the Parties, such that the total outstanding principal amount shall not exceed four million dollars (\$4,000,000) (the “**Maximum Loan Amount**”) at any point in time during the term of the Agreement. For avoidance of doubt, there shall be no limitation on the cumulative amount of the Loans, subject to the total outstanding principal always remaining below the Maximum Loan Amount. Such Loans shall be repaid or prepaid in accordance with the terms and conditions hereof.

1.2 Requests for Loan Disbursements.

1.2.1 To request a Loan, Borrower shall deliver to Lender a written request signed by Borrower substantially in the form of Annex A (each such request, a “**Disbursement Request**”) at least ten (10) days prior to the requested disbursement date (each such date, a “**Disbursement Date**” and each such disbursement, a “**Disbursement**”). Each Disbursement Date shall be on or before the Final Loan Date. Each Loan Request shall be approved by Lender in its sole discretion, which is not to be unreasonably withheld.

1.2.2 Unless otherwise approved by Lender, each Disbursement shall be in an amount of at least twenty-five thousand dollars (\$25,000).

1.2.3 For the avoidance of doubt, a single Disbursement Request may include requests set against one or more Grants, pursuant to Section 1.6.

1.3 Lender’s Obligation to Fund. Notwithstanding anything to the contrary in this Article 1, Lender shall not be obligated to make any Loan if after giving effect to such Disbursement:

1.3.1 the aggregate outstanding principal balance of all Loans made under this Agreement would exceed the Maximum Loan Amount; or

1.3.2 any Default or Event of Default shall have occurred and be continuing.

1.4 Authorizations for Loan Disbursements. Borrower hereby irrevocably authorizes Lender to disburse the proceeds of each Loan requested pursuant to this Agreement. Any Loan amount disbursed to Borrower pursuant to this Agreement shall be delivered by wire transfer or ACH in accordance with Lender's usual practices in U.S. dollars to the account listed in the applicable Loan Request.

1.5 Interest. The outstanding principal balance of the Loans shall bear no interest.

1.6 Use of Loan Proceeds. Loan proceeds shall only be used to fund the management and implementation of the Services (as defined in Article 2) conducted in connection with Forest Projects Plan – Phase 1 in the upper Mokelumne River watershed (the “**Project**”). Borrower shall maintain full authority to manage the Services and the Project, subject in all cases to the terms of this Agreement.

1.7 Source of Payment.

1.7.1 Notwithstanding anything to the contrary set forth herein, all principal payments and any other amounts to be paid by Borrower under this Agreement (collectively, the “**Payments**”) shall first be made from proceeds from those certain cooperative, grant, or other agreements to which Borrower is a party, attached hereto as Exhibit A, as updated from time to time as agreed by the parties (collectively the “**Grants**”) and all proceeds from such Grants, collectively the “**Reimbursement Proceeds**”). If, for any reason, the Reimbursement Proceeds are insufficient to make the Payments, then Payments shall be made from other funds of Borrower.

1.7.2 The Parties acknowledge and agree that Lender will look to the Reimbursement Proceeds, and that Borrower shall diligently pursue reimbursement for all allowable project-related expenses associated with those Grants, including, on at least a quarterly basis, the formal submission of reimbursement requests to the grantor, partner, or counterparty (the “**Grantor**”) of each Grant for all allowable project-related expenses not previously reimbursed. Borrower shall work diligently with all necessary Grantors following the submission of all reimbursement requests to ensure that each Grantor has all necessary information to process reimbursement payments.

1.7.3 If at any point Borrower has reason to believe that any expected Reimbursement Proceeds will be substantially delayed or may not be received in any case, Borrower shall promptly notify Lender. Notwithstanding such notification, Borrower shall continue to work diligently to obtain reimbursement.

1.7.4 For the avoidance of doubt, the obligations evidenced by this Agreement and any Note(s) are unsecured.

1.8 Mandatory Payments. Borrower will notify Lender within two (2) business days of receiving any Reimbursement Proceeds and will pay one hundred percent (100%) of such Reimbursement Proceeds to Lender within five (5) business days after such notification for purposes of repaying any Loan.

1.9 Repayments Generally. The principal amount of each Loan and each repayment of principal thereon shall be endorsed by Lender on Schedule 1 attached hereto or, at Lender’s option, in its records, which schedule or records shall be conclusive, absent manifest error. Lender shall have sole discretion and authority to determine the application of each repayment to the principal of the Loans.

1.10 Maturity.

1.10.1 The outstanding principal of the Loans shall mature and be due and payable in full on December 15, 2029¹ (the “**Maturity Date**”), subject in all respects to Section 1.7, Section 1.8, and this Section 1.10.

1.10.2 With respect to each Loan, if the “Date of Grant Closing” for any Grant listed on the applicable Disbursement Request falls more than one hundred and eighty (180) days before the Maturity Date, then the outstanding principal of the Loan shall mature and be due and payable in full one hundred and eighty (180) days following the Date of Grant Closing. For the avoidance of doubt, this means that no Loan shall remain outstanding for more than one hundred eighty (180) days past the Date of Grant Closing for the applicable Grants.

1.11 Unsecured Note. As a condition precedent to Lender’s obligation to make any Loan, Lender may direct that a Loan be evidenced by one or more Notes payable to such Lender. In such event, Borrower shall prepare, execute, and deliver to Lender a Note in the form attached hereto as Annex A (each a “**Note**” and together the “**Notes**”). The obligations evidenced by this Agreement and each Note are unsecured and shall be non-recourse to the affiliates, members, officers, directors, and agents of Borrower.

1.12 Conditions Precedent to Loans. The obligation of the Lender to make any Loan is subject to the following conditions precedent (the satisfaction of which shall be determined by the Lender in its sole discretion):

1.12.1 Representations and Warranties. The representations and warranties set forth in Section 1.13 shall be true and correct in all respects on and as of such Disbursement Date (unless waived by Lender), except to the extent such representations and warranties specifically relate to an earlier date, in which case such representations and warranties shall have been true and correct in all respects on and as of such earlier date;

1.12.2 Event of Default. No default or event of default shall have occurred and be continuing, and the funding of the Borrower’s requested Disbursement as of such date shall not cause or create a circumstance whereby a default or an event of default would occur; and

1.12.3 Material Adverse Effect. No event shall have occurred and be continuing that could reasonably be expected to have a material adverse effect with regards to either the Lender or the Project.

1.13 Representations and Warranties. Borrower represents and warrants to Lender as of the date of this Agreement and as of each Disbursement Date that:

¹ Note: this is set for 1 year after the Final Loan Date.

- 1.13.1 it is a duly formed, valid, and existing joint powers agency in good standing under the laws of and duly qualified to do business in California;
- 1.13.2 the execution and delivery of this Agreement and any Note pursuant, and the performance by Borrower of its obligations hereunder and thereunder are within Borrower's powers and have been duly authorized by all necessary organizational action on Borrower's part, and do not and will not contravene or conflict with Borrower's organizational documents or violate or constitute a default under any law, any presently existing requirement or restriction imposed by judicial, arbitral or other governmental instrumentality or any agreement, instrument or indenture by which Borrower is bound;
- 1.13.3 this Agreement and the Notes constitute Borrower's legal, valid and binding obligations, enforceable in accordance with their respective terms;
- 1.13.4 Borrower shall use the proceeds of all Loans solely for the purposes described in Section 1.6;
- 1.13.5 no consent, approval, authorization, license, governmental order, permit or filing from or with any governmental authority is required to be obtained or made by Borrower in connection with the execution and delivery of this Agreement and the performance by Borrower of the transactions contemplated hereby; and
- 1.13.6 the Borrower will perform all necessary oversight and ensure the Services for which invoices are attached to a Disbursement Request have been completed in accordance with the requirements of the Grants specified in such Disbursement Request before making any payment on such invoices.

1.14 Events of Default.

1.14.1 The occurrence of any of the following events shall constitute an event of default upon which Lender may (a) declare this Agreement and all amounts payable hereunder and pursuant to the Note, to be forthwith due and payable in full and (b) exercise such rights, powers and remedies as are available to a lender upon the occurrence and continuance of a default under a loan or a promissory note under applicable law:

- A. Borrower fails to comply with any of its obligations hereunder, including its obligation to make any payment due hereunder, and in the case of any payment obligation, such failure continues for more than five (5) days after such obligation was required to be performed, and in the case of any other obligation, such failure continues for more than twenty (20) days after written notice from Lender that such obligation was required to be performed (and which twenty (20) day period shall be extended for an additional period of up to sixty (60) days so long as Borrower is using diligent efforts to cure such failure but is unable to do so within the first twenty (20) day period).
- B. Any representation or warranty of Borrower made or deemed to be made hereunder is incorrect in any material respect.
- C. Borrower fails to pay any of its indebtedness or liabilities resulting from borrowings, loans or advances, or guarantees of any of the foregoing (collectively, "**Indebtedness**"), other than its Indebtedness hereunder, when such Indebtedness is due (whether by scheduled

maturity, required prepayment, acceleration, demand, or otherwise), and such failure continues beyond the applicable grace period, if any; or a default occurs under any agreement or instrument evidencing such Indebtedness if the effect of such default is to accelerate, or to permit the acceleration of, the maturity of such Indebtedness.

D. Any judgment or order for the payment of money in excess of one hundred thousand dollars (\$100,000) shall be rendered against Borrower and such judgment or order shall not have been vacated, discharged, stayed or bonded pending appeal within ten (10) consecutive days from the entry thereof.

E. Borrower shall:

- i. become insolvent or generally fail to pay, or admit in writing its inability or unwillingness to pay, debts as they become due;
- ii. apply for, consent to, or acquiesce in the appointment of a trustee, receiver, sequestrator or other custodian for Borrower or any property thereof, or make a general assignment for the benefit of creditors;
- iii. in the absence of such application, consent or acquiescence, permit or suffer to exist the appointment of a trustee, receiver, sequestrator or other custodian for Borrower or for a substantial part of the property thereof, and such trustee, receiver, sequestrator or other custodian shall not be discharged within sixty (60) days;
- iv. permit or suffer to exist the commencement of any bankruptcy, reorganization, debt arrangement or other case or proceeding under any bankruptcy or insolvency law, or any dissolution, winding up or liquidation proceeding, in respect of Borrower and, if any such case or proceeding is not commenced by Borrower, such case or proceeding shall be consented to or acquiesced in by Borrower or shall result in the entry of an order for relief or shall remain for sixty (60) days undismissed; or
- v. take any action authorizing, or in furtherance of, any of the foregoing.

1.14.2 Borrower waives presentment, demand, protest, or notice of any kind.

1.14.3 Lender may pursue, in any order or sequence, jointly or singly, in any combination or simultaneously, any and all remedies available at law or in equity, or both, for the enforcement of the provisions hereof.

1.14.4 No course of dealing on the part of Lender or any delay or failure on the part of Lender to exercise any rights under this Agreement or the Note shall operate as a waiver of such right or otherwise prejudice Lender's rights, powers and remedies hereunder.

1.14.5 No election or choice of remedies by Lender shall constitute a waiver, exoneration, forbearance or compromise of any duty owed Lender by Borrower.

1.15 Indebtedness.

1.15.1 Borrower shall not incur, create, assume, or permit to exist any Indebtedness, other than (i) the Loans; [(ii) existing Indebtedness listed on Schedule 1.15(a);]² and (ii) Indebtedness that is subordinate to or *pari passu* with the Loans.

1.15.2 Borrower shall not incur, create, assume or permit to exist any lien, security interest, mortgage, pledge or other encumbrance, or similar right of others, with respect to Borrower's property or assets, or any agreement to give any of the foregoing, with respect to or on account of any Indebtedness (collectively, "**Liens**") other than (i) Liens in favor of Lender; [(ii) existing Liens listed on Schedule 1.15(b);]³ (ii) Liens customarily granted or incurred in the ordinary course of business with regard to services rendered by suppliers of materials and equipment; and (iii) any extension, renewal or replacement of any Lien referred to in clauses (i) through (ii) above, provided, however, that the Liens permitted under this clause (iii) shall not secure any additional Indebtedness or encumber any additional property.

**ARTICLE 2
SERVICES**

2.1 Scope of Work. The Services may include, but are not limited to: (i) mechanical thinning, hand clearing or other recognized methods of removal of excess biomass; (ii) controlled fires performed by certified and recognized professionals and practices; and (iii) such other restoration activities that could be expected to enhance ecological outcomes, all in connection with the Project and all as further described in the scope of work set forth in Exhibit B.

2.2 Provision of Services. Borrower shall perform the Services or shall cause contractors or other persons or entities to perform the Services. For the purposes of this Agreement, the term "**Service Providers**" shall refer to the Borrower and/or any other parties engaged to perform the Services, as the case may be.

2.3 Service Provider Compliance.

2.3.1 Borrower shall comply and shall require any additional Service Providers conducting public works projects to comply with California statutes and regulations applicable to public works projects, including, but not limited to, as applicable, the following requirements: payment of prevailing wage rates; employment of apprentices; hours of labor limitations and overtime; keeping of proper payroll records; workers' compensation insurance; payment/labor and materials bond; non-discrimination laws; contractors' state license requirements; and contractor registration with the State Department of Industrial Relations.

2.3.2 Borrower shall perform and shall require any additional Service Providers to perform the Services in compliance with all applicable federal, state, and local laws and regulations,

² NTD: We understand UMRWA is currently free of debt, which means we would delete this bracketed phrase and the associated Schedule. UMRWA to confirm. Note that clause (iii) would still allow UMRWA to assume other debts after signing this agreement, as long as they were subordinate/pari passu with this FRB loan.

³ NTD: Similar comment- we understand UMRWA is not subject to any liens. Please confirm.

including acquisition of all permits, licenses, entitlements, and authorizations required to perform or undertake the Services.

2.3.3 Borrower shall not engage or allow the engagement of any Service Provider unless the Service Provider has obtained all consents, approvals, authorizations, licenses, governmental orders, permits or filings from or with any governmental authority that is required to be obtained or made by such Service Provider in connection with its performance of any Service.

2.4 Recordkeeping. Borrower shall keep and maintain accurate bookkeeping records, accounts, and documentation pertaining to the receipt, disbursement, and use of Loan proceeds to pay Service Providers, vendors, suppliers, and others who are engaged in connection with the performance of the Services, including all invoices, receipts, payment records, contracts, purchase orders, and other source documents. These records shall be retained for a period of not less than four years after the date set forth in Section 1.10.1. These records shall be accessible and available for inspection or audit by Lender, or by its employees, accountants, attorneys or agents, at reasonable times and upon reasonable notice.

2.5 Reports. Borrower shall provide to Lender such reports and information regarding the Project and the Services as may be reasonably requested in writing by Lender.

ARTICLE 3 MISCELLANEOUS

3.1 Governing Law. The validity, interpretation, construction and performance of this Agreement and the Note, and all acts and transactions pursuant hereto and thereto and the rights and obligations of Borrower and Lender hereunder and thereunder, shall be governed, construed and interpreted in accordance with the laws of the State of California, without giving effect to principles of conflicts of law.

3.2 Entire Agreement. This Agreement, the Note and the other documents referred to herein constitute the entire agreement and understanding between Lender and Borrower relating to the subject matter herein and therein and supersedes all prior or contemporaneous discussions, understandings and agreements, whether oral or written, between them relating to the subject matter hereof and thereof.

3.3 Amendments and Waivers. Any term of this Agreement or the Note may be amended only with the written consent of Lender and Borrower. Any amendment or waiver effected in accordance with this Section 3.3 shall be binding upon Lender and Borrower.

3.4 Successors and Assigns. The terms and conditions of this Agreement and the Note shall inure to the benefit of and be binding upon the respective successors and assigns of Lender and Borrower. Notwithstanding the foregoing, Borrower may not assign, pledge, or otherwise transfer this Agreement or the Note without the prior written consent of Lender.

3.5 Expenses. At Lender's discretion, Borrower shall pay all costs of Lender incurred in connection with enforcement or collection under this Agreement and the Note.

3.6 JURISDICTION; VENUE. ANY CLAIM OR DISPUTE BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS AGREEMENT OR THE NOTE, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF LENDER OR BORROWER SHALL BE BROUGHT AND MAINTAINED EXCLUSIVELY IN THE COURTS OF THE STATE OF CALIFORNIA OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF CALIFORNIA. BORROWER HEREBY EXPRESSLY AND IRREVOCABLY SUBMITS TO THE JURISDICTION OF

ANY SUCH COURT IN ANY SUCH LITIGATION AS SET FORTH ABOVE AND IRREVOCABLY CONSENTS TO PERSONAL SERVICE WITHIN OR WITHOUT THE STATE OF CALIFORNIA. BORROWER HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY HAVE OR HEREAFTER MAY HAVE TO THE LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. TO THE EXTENT THAT BORROWER HAS OR HEREAFTER MAY ACQUIRE ANY IMMUNITY FROM JURISDICTION OF ANY COURT OR FROM ANY LEGAL PROCESS (WHETHER THROUGH SERVICE OR NOTICE, ATTACHMENT PRIOR TO JUDGMENT, ATTACHMENT IN AID OF EXECUTION OR OTHERWISE) WITH RESPECT TO ITSELF OR ITS PROPERTY, BORROWER HEREBY IRREVOCABLY WAIVES SUCH IMMUNITY IN RESPECT OF ITS OBLIGATIONS UNDER THIS AGREEMENT AND THE NOTE.

3.7 WAIVER OF JURY TRIAL. EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE NOTE.

3.8 Compliance with Laws. Borrower shall (i) maintain its entity existence and qualification and good standing in all states in which such existence, qualification, or good standing is necessary; and (ii) comply in all material respects with the requirements of all laws applicable to its business.

3.9 Reinstatement. This Agreement and the Note shall continue to be effective or shall be reinstated, as the case may be, if, for any reason, any payment of the Loans shall be rescinded or must otherwise be restored.

3.10 Relationship of Parties. Neither Party is a principal or agent of the other Party, and neither Party controls or has any right of control over the other Party. Lender is not responsible for the creation or implementation of any policy or procedure for the manner, execution, procedure, organization or methods of how the Services will be performed.

3.11 Limitation of Liability. Lender shall have no liability in connection with any Services directly or indirectly provided by Borrower or at Borrower's direction, including Services provided by independent contractors engaged by Borrower, or for any other Borrower action. This limitation shall apply to all causes of action in the aggregate, including without limitation to breach of contract, breach of warranty, negligence, strict liability, misrepresentation, and other torts. For the avoidance of doubt, Borrower hereby expressly assumes all liabilities associated with the provision of the Services and any other actions required to be performed by Borrower hereunder.

3.12 Indemnity. Borrower shall, at its sole expense, protect, defend, release, indemnify, and hold harmless Lender and its owners, officers, employees, and representatives (each, a "**Lender Affiliate**") from any losses imposed on, incurred by, or asserted against Lender or a Lender Affiliate, directly or indirectly, arising out of or in connection with this Agreement, the Note, or the transactions contemplated hereunder or thereunder or in connection therewith.

3.13 Communications. Notices, deliveries and other communications shall be sent to the contact information set forth below under each Party's signature on the signature page hereto, as such contact information may be updated by any Party from time to time by notice to the other Party.

3.14 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same instrument.

[signature page follows]

Upper Mokelumne River Watershed Authority

By: _____
Name: _____
Title: _____
Address: _____
Email: _____

Upper Mokelumne I FRB LLC

By: _____
Name: _____
Title: _____
Address: 5960 S Land Park Dr #1264
Sacramento CA 95822
Email: accounting@blueforest.org

Exhibit A

BORROWER AGREEMENTS FOR REIMBURSEMENT PROCEEDS

Full name	Shorthand for reference
State of California Department of Forestry and Fire Protection (CAL FIRE) Resource Management Grant Agreement 8GG21607	CAL FIRE Grant 1
State of California Department of Forestry and Fire Protection (CAL FIRE) Resource Management Grant Agreement 8GG22614	CAL FIRE Grant 2

Exhibit B

FOREST RESTORATION SERVICES/SCOPE OF WORK

1. **Mechanical Fuels Reduction**: Mechanically reduce shrubs and small trees generally up to 10 inches diameter-at-breast-height (larger live trees may be masticated where necessary to facilitate machinery movement within the stand). Masticate dead trees up to 16” diameter (larger dead trees may be masticated to abate an imminent safety hazard). Mechanical fuels reduction treatments within the prescribed fire treatment areas will only occur where required field surveys have been conducted. These are mastication/pruning only treatments that involve mastication, chipping/grinding or crushing ladder and surface fuels. Equipment typically consists of larger horsepower, low ground pressure track laying equipment, similar in some cases to excavators or tractors. Maximum extent 22,469 acres.
2. **Hand Thinning Brush and Small Trees**: Hand thinning may occur anywhere in the project where other treatments are not feasible or where this activity will not conflict with other resource concerns/restrictions. Hand thin brush and live trees generally up to 10” diameter in areas where mechanical fuels reduction treatments are unsuited or prohibited. Hand cut dead trees up to 16” diameter (larger dead trees may be cut to abate an imminent safety hazard). Hand thinning may be followed by chipping, lopping and scattering, and/or prescribed burning.
3. **Prescribed Burning**: Implement prescribed burning using ground-based or aerial ignition methods to reduce understory fuels. Prescribed understory fire will be prioritized in strategic locations to reduce the risk of large fires within treatment areas and on the surrounding landscape. Prescribed understory burning may take place following mastication or hand thinning, or as a stand-alone treatment. Construct hand or machine fire lines where needed to contain the fire. Natural barriers and roads will be utilized as fire containment lines where possible. Maximum extent 6,262 acres.
4. **Aspen Restoration**: Aspen stands will be defined in consultation with the United States Forest Service. Remove encroaching conifers generally less than 12” diameter and shrubs to reestablish the historic aspen stand edge, enhance stand function, increase the diversity of age classes, and promote aspen growth. Treatments for aspen may extend beyond the current perimeter of an aspen stand up to (1) 1 1/2 times the height of aspen trees in the stand (the maximum extent of lateral aspen roots), (2) the distance required to prevent remaining, adjacent conifers from shading the aspen stand and suppressing aspen regeneration, or (3) up to 100 feet (to conduct treatments or process treatment by-products), whichever is greater. Maximum extent 194 acres.
5. **Pruning**: Residual trees may be pruned to raise the base height to live crown in order to reduce the risk of wildfire or prescribed fire moving into the crowns. Pruning involves severing all limbs on live trees up to a height of 8’ to 12’ on the bole, while retaining a minimum of 50% of limbs and not exceeding a pruning height of 50% of total tree height. This is a supplemental activity.
6. **Hazard Tree Felling and Removal**: Weak and high-risk trees of all sizes (both dead and unstable live trees) identified as an imminent hazard to the implementation of proposed project activities will be felled and may be removed. Hazard trees will be identified and assessed using the 2012 Region 5 Hazard Tree Guidelines for Forest Service. This is a supplemental activity.

Annex A

Form of Disbursement Request

Date of this Disbursement Request: _____

Upper Mokelumne I FRB LLC
Attn: Blue Forest, Manager
E-mail: accounting@blueforest.org

Re: Disbursement Request – Upper Mokelumne River Watershed Authority

This Disbursement Request is delivered pursuant to Section 1 of that certain Loan and Services Agreement, dated as of [O] (as amended, amended and restated, modified, or supplemented from time to time, the “**Agreement**”), between Upper Mokelumne River Watershed Authority (“**Borrower**”) and Upper Mokelumne I FRB LLC (“**Lender**”). All capitalized terms used herein shall have the respective meanings specified in the Agreement unless otherwise defined herein. This Disbursement Request constitutes a request by Borrower to Lender for a Loan as set forth below:

1. The date of the requested Loan disbursement is _____, which is a banking day and is at least ten (10) days from the date of this request, per Section 1.2.1 of the Agreement.
2. The aggregate amount of the requested Loan is \$_____.
3. Each representation and warranty set forth in Section 1.13 of the Agreement is true and correct in all material respects on and as of the date hereof and the date of the requested Loan, as though made on and as of such dates (or if such representation or warranty solely relates to an earlier date, as of such earlier date).
4. No default or event of default under the Agreement has occurred or is continuing on and as of the date hereof or the date of the requested Loan, or could reasonably be expected to result from the requested Loan.
5. Appended to this Disbursement Request are invoices from the Service Providers that correspond to the Services and whose dollar amounts sum to the aggregate amount of the requested Loan, as set forth below:

#	Invoicing Party	Invoice #	Invoice \$ Amount	Applicable Grant	Date of Grant Closing
1					
2					
3					
4					
Total	<i>n/a</i>	<i>n/a</i>		<i>n/a</i>	<i>n/a</i>

6. The proceeds of the requested Loan will be deposited to the following account:

**Upper Mokelumne River Watershed Authority
as Borrower**

By: _____
Name: _____
Title: _____
Address: _____

Annex B

Form of Unsecured Note

US \$[O]

UNSECURED NOTE

[CITY],
[STATE]
[O], 202[]

FOR VALUE RECEIVED, [Borrower], a [nonprofit corporation/County/other entity] with [any] tax-exempt status, organized under the laws of [state] (“**Borrower**”), hereby promises to pay to the order of **Upper Mokelumne I FRB LLC**, a [Lender entity] (“**Lender**”), the sum of [O] United States dollars (US \$[O]).

This Note is issued pursuant to Section 1.11 of that certain Loan and Services Agreement, dated as of the date hereof, between Borrower and Lender (as amended, amended and restated, modified, or supplemented from time to time, the “**Agreement**”) and is subject in all respects to the terms and conditions set forth in the Agreement.

[Borrower]

By: _____
Name: _____
Title: _____
Address: _____

UPPER MOKELUMNE RIVER WATERSHED AUTHORITY

CONSULTING SERVICES AGREEMENT FPP – Arbor Botanical Field Surveys and Report

THIS CONSULTING SERVICES AGREEMENT (“Agreement” or “Contract”) is entered into as of January 26, 2024 by and between the UPPER MOKELUMNE RIVER WATERSHED AUTHORITY, a joint powers agency formed pursuant to the laws of the State of California (“Authority”) and PYRAMID BOTANICAL CONSULTANTS (“Contractor”).

RECITALS

A. Authority desires to obtain professional services related to botanical surveys and associated documentation for projects within the Forest Projects Plan (Arbor) and located in the Amador Ranger District, Eldorado National Forest.

B. Contractor is in the business of providing professional services related to botanical surveys and associated documentation.

C. Authority desires to engage Contractor, and Contractor desires to be hired by Authority, to perform certain consultation services upon the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the performance of the covenants herein contained, the parties agree as follows:

1. SERVICES TO BE RENDERED BY CONTRACTOR.

1.1 Contractor shall perform all consulting tasks defined in Exhibit A, Scope of Work and Exhibit B, Budget, attached and incorporated by this reference (the “Work”). All services shall be rendered with the care and skill ordinarily used by members of Contractor’s profession practicing in this geographical region, and shall be in accordance with regulatory requirements of any state or federal agencies having jurisdiction over the subject matter of this Agreement. Contractor shall be responsible for the technical accuracy of its services and documents resulting therefrom and Authority shall not be responsible for discovering deficiencies therein. Contractor shall correct such deficiencies without additional compensation unless such deficiency is directly attributable to defects in information furnished by Authority.

1.2 Contractor is authorized to proceed with Work upon receipt of a Notice to Proceed and as directed by Authority. Upon receipt of the Notice to Proceed Contractor agrees to commence performance forthwith and to timely complete the Work as mutually agreed and directed by Authority.

2. SERVICES TO BE RENDERED BY AUTHORITY. Authority agrees to make available to Contractor background and other data and information known to Authority and applicable to the Work.

3. CHANGES IN SCOPE OF SERVICES. Only the Authority’s Board of Directors or its designees have the authority to agree to any extension of time, change order, change in the scope of work, change in the contract price, or other term or condition affecting either Contractor’s or Authority’s duties set forth herein. Adjustments in compensation shall be determined through negotiation between the parties to the Agreement. Contractor acknowledges that no Authority staff person or Authority officer other than the Board of Directors or its designees directly authorized to negotiate this Agreement or any changes thereto have the

power to amend the terms and conditions of this Agreement. Any change not so authorized in advance in writing by the Board of Directors or such designee shall be null and void.

4. TERM OF AGREEMENT; TERMINATION. This Agreement shall terminate automatically on successful completion of the Work, or on October 31, 2027. Authority reserves the right to terminate this Agreement with or without cause on seven (7) days' written notice to Contractor. In the case of such early termination, Contractor shall be paid for all services rendered in accordance with the terms and provisions of this Agreement up to the effective date of termination, up to the maximum fee prescribed for any task.
5. COMPENSATION TO CONTRACTOR. The Contractor shall submit monthly invoices indicating work completed and progress toward completion of each task. Invoices are to be sent electronically, in the form of a PDF file, to kkahling.landmark@outlook.com. Compensation to Contractor shall be paid on a Lump Sum (Tasks 1 and 3) basis, or Per Acre (Task 2) basis, for acres actually completed in performance of the Work. In no event shall compensation for completion of the Work exceed the Total Fee amount as set forth in Exhibit B, Budget, attached and incorporated by this reference. The Contractor may be compensated an Additional Fee for mutually agreed additional survey acres as provided in Exhibit B, Budget.
6. SUPERVISION OF THE WORK.
 - 6.1 Contractor shall be solely responsible for all methods, techniques, sequences and procedures, and shall coordinate all portions of the Work. Authority shall deal only through Contractor, who shall be responsible for the proper execution of the entire Work.
 - 6.2 Contractor shall be responsible to Authority for the acts and omissions of Contractor's employees, subcontractors, and their agents and employees, and any other persons performing any of the Work under a contract with Contractor.
7. ASSIGNMENTS. Contractor may not assign, subcontract, or transfer its interest in this Agreement without the written consent of Authority.
8. CONTRACTOR NOT EMPLOYEE OF AUTHORITY. It is understood that Contractor is not acting hereunder as an employee of Authority but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of Authority. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in Authority. It is understood by both Contractor and Authority that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.
9. LICENSES, ETC. Contractor represents to Authority that it or its principals have all licenses and qualifications, of whatsoever nature, that are legally required for Contractor to practice its profession and to perform the Work. Contractor agrees that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any license that is legally required for Contractor or its principals to practice its profession and perform the Work. Contractor further agrees that any subcontractor engaged by Contractor to perform a portion of the Work shall similarly possess all licenses and qualifications of whatsoever nature that are legally required for the subcontractor to perform the portion of the Work that is the subject of the subcontract at issue.

10. INSURANCE.

- 10.1 Contractor shall take out and maintain at all times during the performance of any work to be done under the terms of this Agreement a policy or policies of insurance as follows:
- 10.1.1 General Liability – Commercial General Liability Insurance of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage, including but not limited to endorsements for the following coverage: Premises, personal injury, products and completed operations, blanket contractual and independent contractor’s liability.
- 10.1.2 Automobile Liability – Automobile Liability Insurance of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage is required in the event motor vehicles are used by Contractor in the performance of the Agreement.
- 10.2 Contractor shall furnish a certificate of insurance and policy endorsements satisfactory to the Authority’s Executive Officer as evidence that the insurance required above is being maintained. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide prior to said expiration date a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement or for a period of not less than one year.
- 10.3 Certificates of insurance must include the following provisions:
- 10.3.1 The insurer will not cancel the insurance coverage without 30 days prior written notice to the Authority; and
- 10.3.2 The Authority, its officers, officials, and employees are included as additional insured but only insofar as the operations under this Agreement are concerned. This provision shall apply to all liability policies *except* workers’ compensation, employer’s liability, and professional liability.
- 10.4 Contractor’s commercial general and automobile liability insurance coverage shall be primary insurance as respects the Authority, its officers, officials, and employees. Any such insurance or self-insurance maintained by the Authority, its officers, officials, and employees shall be in excess of Contractor’s insurance and shall not contribute with it.
- 10.5 Contractor shall be responsible for payment of any deductible contained in any insurance policy required under this Agreement and Contractor shall also be responsible for payment of any self-insured retention. Any deductible or self-insured retention must be declared to, and approved by Authority’s Executive Officer prior to beginning the Work. In the event any deductible and/or self-insured retention is deemed unacceptable by Authority’s Executive Officer, either (i) Contractor’s insurer shall reduce or eliminate such deductible or self-insured retention as respects the Authority, its officers, officials, employees, representatives or agents; or (ii) Contractor shall provide a financial guarantee, satisfactory to Authority’s Executive Officer, guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- 10.6 Claims made policies: If any of the required policies provide coverage on a claims-made basis:

- 10.6.2 The retroactive date must be shown and must be before the date of the contract or the beginning of the contract work.
- 10.6.3 Insurance must be maintained and evidence of insurance must be provided for at least four (4) years after completion of the contract of work provided such insurance is available in the marketplace and is economically feasible.
- 10.6.4 If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of four (4) years after completion of contract work.

- 11. WORKERS' COMPENSATION INSURANCE. In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700), of the Labor Code of the State of California, Contractor is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Workers' Compensation Insurance. Contractor is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to permissibly self-insure in accordance with the provisions before commencing the performance of the services of this Agreement.
- 12. OWNERSHIP OF DOCUMENTS. Contractor agrees to maintain in confidence and not disclose to any person or entity, without Authority's prior written consent, any trade secret or confidential information, knowledge or data relating to the products, process, or operation of Authority. Contractor further agrees to maintain in confidence and not to disclose to any person or entity, any data, information, technology, or material developed or obtained hereunder by Contractor during the term of this Agreement, except as directed by Authority. The covenants contained in this paragraph shall survive the termination of this Agreement for whatever cause.
- 13. RETENTION OF RECORDS. Pursuant to Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of Authority or as part of any audit of Authority for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance of the Work and the administration of the Agreement for three years after final payment hereunder.
- 14. INDEMNIFICATION. Contractor agrees to indemnify, defend (upon request of Authority) and hold harmless Authority and Authority's agents, board members, elected and appointed officials and officers, employees, and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorney's fees of Authority Counsel and counsel retained by Authority, expert fees, costs and staff time, and investigation costs) of whatever kind or nature (collectively "Claims"), to the extent caused or alleged to be caused by any negligent or willful error, act or omission of Contractor or Contractor's officers, agents, employees, independent contractors, subcontractors, or authorized representatives, unless such Claim arises out of the negligence or willful misconduct of Authority or its agents or employees.
- 15. NON-DISCRIMINATION. Contractor agrees that, in the performance of services under this Agreement, Contractor will not discriminate or permit discrimination against any person or class of persons by reason of race, color, creed, sex, or national origin in any manner prohibited by Title VI of the Civil Rights Act of 1964 or any applicable State enactments, as said regulations may be amended.

16. NOTICES. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States Postal Services, certified with return receipt requested, with postage prepaid and addressed as follows:

To Contractor: Pyramid Botanical Consultants
Marchel Munnecke, Co-Owner
P.O Box 1015
Twin Bridges, CA 95735

To Authority: Upper Mokelumne River Watershed Authority
Richard Sykes, Executive Officer
15083 Camanche Parkway South
Valley Springs, CA 95252

With a copy to:

Gregory Gillott, Authority Counsel
810 Court Street
Jackson, CA 95642

The address to which notice shall or may be mailed, as aforesaid, to either party shall or may be changed by written notice given by such party or the other, as hereinbefore provided, but nothing herein contained shall preclude the giving of any such notice by personal service.

17. PROJECT PERSONNEL. Contractor shall not change key project personnel without advising the Authority.
18. CONFLICT OF INTEREST. Contractor represents that it presently has no interest and covenants 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 the Work. Contractor further agrees that in the event the Contractor hires anyone with a conflict during the performance of this Agreement proper precautions will be taken to segregate the work so that the person with the conflict has no knowledge of or influence over the performance of the work under our contract.
19. CONTRACT EXECUTION. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
20. CONSTRUED PURSUANT TO CALIFORNIA LAW. The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California.
21. INCORPORATION OF AGREEMENTS AND AMENDMENTS. This Agreement contains all agreements of the parties with respect to any matter mentioned herein. No other Agreement or understanding pertaining to any such matter shall be effective unless in writing signed by the party to be charged. This Agreement may be modified by the parties hereto only in writing and signed by both parties.
22. SEVERABILITY. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
23. TIME OF ESSENCE. Time is hereby expressly declared to be the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

24. INFORMATION PROVIDED BY CONTRACTOR. Contractor shall be entitled to reasonably rely upon the information provided by Authority, Authority’s representatives, or from generally accepted sources without independent verification except to the extent such verification is expressly included in the scope of services; provided, however, that Authority reserves the right to require verification if Authority has good cause to believe that Contractor’s sources are incorrect.
25. INVOICING AND PAYMENT. Contractor shall submit, as noted in paragraph 5 above, monthly invoices for work performed. With each invoice the Contractor will submit a progress report that indicates the budget status of each task. No retention shall be required. Payment of all undisputed charges shall be made by the Authority within 30 days of receipt of the invoice. Disputed charges, along with supporting documentation that demonstrates the reasonableness of the dispute, must be communicated to the Contractor within 30 days of receipt of the invoice. In the event payment for undisputed charges has not been made within 30 calendar days from the date of the invoice, Contractor may, giving 7 calendar days written notice and without penalty or liability of any nature, and without waiving any claim against Authority, suspend all or part of the services. In order to defray carrying charges resulting from delayed payments, simple interest at the rate of 1.5 percent per month, not to exceed the maximum rate allowed by law, may be added to the unpaid balance of each invoice, after 90 calendar days from the date of the invoice.
26. EXECUTIVE ORDER N-6-22. Contractor agrees to comply with the Governor’s Executive Order regarding economic sanctions imposed in response to Russia’s actions in Ukraine. These include, but are not limited to, the federal executive orders identified in Executive Order N-6-22 and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctionsprograms-and-country-information/ukraine-russia-related-sanctions>).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

<p>UPPER MOKELUMNE RIVER WATERSHED AUTHORITY:</p> <p>BY: _____ Richard Sykes, Executive Officer</p>	<p>CONTRACTOR: Pyramid Botanical Consultants</p> <p>BY: _____ Marchel Munnecke, Co-Owner</p> <p><u>Federal Tax I.D. No.: 46-2326900</u></p>
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Consulting Services Agreement

Exhibit A

Scope of Work and Schedule

I. STATEMENT OF WORK

A. CONTRACTOR QUALIFICATIONS

1. Contractor shall possess all permits, licenses, and professional credentials necessary to perform services as specified under this contract.
2. Contractor, Contractor's principal, or Contractor's staff working on the contract must meet the professional qualifications necessary to carry out the scope of work.

B. SCOPE

Contractor shall provide professional services to complete the required botanical field surveys prior to implementation of fuels reduction treatments in compliance with the NEPA Decision Memo for Forest Projects Plan (Phase 1) and Botanical Biological Evaluation for the Forest Projects Plan – Phase 1. The attached botanical field survey coverage map (Exhibit C – Map 1) displays locations of field surveys conducted in the Project Area in the last 5 years. Approximately 96 acres of the 3,239-acre Project Area has been surveyed within the last 5 years, however for efficiency in relocating and flagging populations, all 3,239 acres are included for survey in this contract. The Arbor Project Area consists of roadside fuelbreak units of varying width and larger treatment polygons as shown on the Project Maps and UMRWA provided shape files.

The intent of the scope of work is to describe the specific services the Contractor shall provide. Contractor's proposal (with agreed upon changes to the schedule, Project Area, and total price as described herein) shall become a binding part of this contract.

PROJECT DESCRIPTION:

The Forest Projects Plan (Arbor) is an approximately 3,239-acre landscape level timber stand and wildlife habitat improvement and protection project located on Eldorado National Forest (ENF), Amador Ranger District lands, within the upper Mokelumne watershed. The project is designed to help prevent high-intensity, large-scale wildfires, improve forest conditions, and protect important wildlife habitat and other resources.

TARGET SPECIES KNOWN IN THE PROJECT AREA:

The following target species are known to exist in the Forest Projects Plan Area proximity (not all species may be present in the Arbor Project Area):

SPECIES	Common Name	Status
<i>Botrychium crenulatum</i>	Scalloped moonwort	FS Sensitive
<i>Botrychium minganense</i>	Mingan moonwort	FS Sensitive
<i>Botrychium montanum</i>	Western goblin	FS Sensitive
<i>Calochortus clavatus</i> var. <i>avius</i>	Pleasant Valley mariposa lily	FS Sensitive
<i>Lewisia kelloggii</i> var. <i>kelloggii</i>	Kellogg's Lewisia	FS Sensitive
<i>Lewisia kelloggii</i> var. <i>hutchisonii</i>	Hutchison's Lewisia	FS Sensitive
<i>Peltigera gowardii</i>	Veined water lichen	FS Sensitive
<i>Mimulus laciniatus</i>	Cutleaf monkey flower	ENF Watch List
<i>Bolandra californica</i>	California bolandra,	ENF Watch List
<i>Botrychium simplex</i>	moonwort	ENF Watch List
<i>Chlorogalum grandiflorum</i>	Redhill soaproot	ENF Watch List
<i>Eriophorum gracile</i>	Slender cottongrass	ENF Watch List
<i>Piperia colemanii</i>	Coleman's piperia	ENF Watch List
<i>Aegilops triuncialis</i>	Barbed goatgrass	ENF Invasive Species
<i>Centaurea stoebe</i>	Spotted knapweed	ENF Invasive Species
<i>Centaurea solstitialis</i>	Yellow starthistle	ENF Invasive Species
<i>Chondrilla juncea</i>	rush skeletonweed	ENF Invasive Species
<i>Cytisus scoparius</i>	Scotch broom	ENF Invasive Species
<i>Euphorbia oblongata</i>	Oblong Spurge	ENF Invasive Species
<i>Genista monspessulana</i>	French broom	ENF Invasive Species
<i>Potentilla racemosa</i>	sulfur cinquefoil	ENF Invasive Species
<i>Elymus caput-medusae</i>	Medusahead grass	ENF Invasive Species

ADDITIONAL POTENTIAL SPECIES & SPECIAL HABITATS WITHIN THE PROJECT AREA:

Sensitive Species: *Allium tribracteatum*, *Botrychium* spp., *Bruchia bolanderi*, *Cypripedium montanum*, *Diplacus pulchellus*, *Helodium blandowii*, *Meesia uliginosa*, *Ophioglossum pusillum*, *Pinus albicaulis*

Watchlist Species: *Astragalus austinae*, *Bolandra californica*, *Carex davyi*, *Clarkia virgata*,

Corallorhiza trifida, Collomia tenella, Drosera anglica, Drosera rotundifolia, Dryopteris filix-mas, Eriophorum gracile, Myrica hartwegii, Piperia colemanii, Piperia leptopetala, Rhynchospora alba, Rhynchospora capitellata, Taxus brevifolia,

Invasive Species: All invasive species on the Eldorado National Forest List and/or listed as a “Noxious Weed” by the state of California should be considered to have potential to occur in the Project Area.

Special Habitats: Lava caps and meadows are present within the survey units. Fens are known in the general Project Area but have not been identified in any survey units.

C. SPECIFIC REQUIREMENTS

1. PROJECT TASKS:

Task 1: Project Mobilization and Pre-field Review

1a. Literature Review: The Contractor shall review the literature and species ecology as well as all furnished data, including applicable documents, before developing the Survey Plan. The Contractor shall familiarize themselves with the known locations, habitats, flowering periods, and identification characteristics of the target species. The Contractor shall discuss any issues/concerns that surface with UMRWA and the Forest Service.

1b. Presurvey Meeting/Reconnaissance: Prior to the start of surveys the Contractor shall meet with the Forest Service Botanist and UMRWA to agree upon the survey plan, clarify protocols and expectations, and familiarize themselves with the Project Area. The Contractor may also conduct a field reconnaissance of the survey area to familiarize themselves with the Project Area. Prior to the presurvey meeting the Forest Service will provide copies of digital occurrence forms for known Sensitive plant occurrences in the survey area.

1c. Survey Planning: The Contractor shall consider the information gathered during the Literature Review and Presurvey Meeting/Reconnaissance to develop a draft survey plan, including how areas of suitable habitat will be targeted for survey and how occurrences within previously surveyed areas will be re-located. A discussion of the Contractor's anticipated use of Complete and Intuitive Survey Coverage, by habitat, is required with the Survey Plan.

The Survey Areas shall be organized into logical survey units of ~100 acres in size for survey reporting purposes. Survey units for roadside surveys would be organized by Forest Road name. The Contractor shall design a Survey Map that shows the survey units within the Project Boundary on the Project Map. The Survey map shall be approved along with the rest of the Survey Plan by the UMRWA and FS Botanist before surveying.

Task 1 Deliverables:

1.1. Survey Plan: The Survey Plan shall include the: who, what, when, and where about the Contractor's Planned Survey Strategy. The Survey Plan shall be submitted for review at least five business days before the planned start of the survey. The Survey Plan shall be approved prior to the start of the survey. During the contract period the Contractor shall keep all portions of the Plan up to date and all changes shall be submitted with the Session Reports, before being adopted.

At a minimum the Survey Plan contains the:

- a. **Schedule and Session Dates**: Contractor's anticipated work schedule including field session dates and the dates the session reports will be submitted, and other work commitments.
- b. **Work Progression**: The approximate order in which the project will be surveyed.

- c. **Organization:** A discussion of crew organization and the introduction of new surveyors that were not in the solicitation proposal.
- d. **Equipment:** A discussion of the transportation and other equipment.
- e. **Emergency Measures:** Discussion of emergency measures and communications between office and field.
- f. **Survey map:** The Survey map (1:24,000), with Contractor designated survey units, and planned complete and intuitive coverages.

Task 2: Field Surveys, Flagging Sensitive Plants and Invasive Weeds, and Data Collection

The project implementation area is 3,239 acres requiring field surveys and flagging. Within this 3,239-acre total, at least 96 acres have been field surveyed for botanical resources in the last 5 years (see Exhibit C – Map 1 showing survey coverage areas in the last 5 years).

Following approval of the Survey Plan, the Contractor shall conduct a thorough pedestrian survey of the “Survey Area” for Target Species and Special Habitats; see Exhibit D – Project Maps and/or coverage files. Field surveys shall be conducted to the intensity necessary to discover the Target Species:

- a. Roadsides within and adjacent to units shall receive Complete Coverage (see DEFINITIONS) for invasive plants/noxious weeds within ~25’ of the roadside.
- b. All Special Habitats which are located within areas proposed for treatment and within 50 feet of treatment perimeters shall receive Complete Coverage.
- c. Existing occurrences of target species within 50 feet of units shall be revisited (monitored), and surrounding habitat shall receive Complete Coverage to ensure entire occurrence is correctly flagged.
- d. Habitat for watch list species will not be specifically targeted during surveys however if species are encountered while surveying for FS Sensitive plants, unique habitats, or noxious weeds, they would be documented and flagged after consulting with UMRWA and the Forest Service.
- e. Within the remainder of the Project Area, the Contractor shall survey with Intuitive Coverage, (see DEFINITIONS).

For the purposes of this project, **Group 1** and **Group 2** weeds on the ENF invasive plant list, and noxious weeds listed by the California Department of Food and Agriculture (CDFA) that have the **potential** to occur on the Eldorado National Forest should be mapped and flagged whenever they are seen within survey areas. Weeds in **Group 3** should only be mapped and flagged *when they are found as an isolated, leading edge of an infestation* (see Exhibit E invasive plant list for Group 3 infestations that are considered leading-edge for the Project Area). Many Group 3 weeds are widespread and will not be mapped/flagged in the vast majority of the Project Area.

Occurrences shall be recorded, up to 100 feet outside of unit boundaries, on Government land. Species nomenclature shall follow the Jepson Manual; or abbreviations shall follow the Natural Resource Conservation Service (NRCS) National Plant Database symbol protocol from the NRCS website.

The Contractor shall survey for Target Species and Special Habitats, delineating both in the field as described below:

- a. Hang two-foot long strips of Pink/Green flagging every ~25 feet around special habitats and occupied suitable habitat for Sensitive plants that are located within and adjacent to area and roadside fuelbreak units, within 100 feet outside unit boundaries, and within 25 feet of project staging areas (sub-occurrences outside 100 feet of unit boundaries will not be flagged). If suitable habitat is identified when target species is not identifiable (i.e. moonworts) then the suitable habitat will be flagged and recorded as potential occupied habitat.
- b. Hang two-foot long strips of orange "Noxious Weed" flagging every ~25 feet around perimeter of existing and new priority invasive species sub-infestations (Group 1, 2, and leading-edge Group 3) within area and roadside fuelbreak units, within 100 feet outside of unit boundaries, and within 25 feet either side of project staging areas (see Exhibit E invasive plant list). If plants cannot be located at time of field visit, the last known area will be flagged based on GPS data provide by UMRWA and the Forest Service.
- c. Label one set of flagging nearest the logical access point to the site perimeter with the occurrence number, date, Species code, and Surveyor's initials.
- d. GPS the perimeter of each occurrence/infestation or Special Habitat, on discovery, and submit as an ArcGIS shapefile.

Flags shall be hung as near to eye height as possible and be intervisible. The informational flag shall be inscribed with the Contractor's occurrence number, the date, Species code, and Surveyor's initials, in permanent black ink.

Annually, during the life of this contract, Contractor shall inspect site flagging in areas where UMRWA's contracted fuel treatment has not been completed to ensure the flagging remains intervisible and reflag any areas as needed. This inspection shall be completed as early in the season as possible once sites become accessible.

Survey areas, Target species (rare and invasive plants), photo points, and special habitats shall be recorded in the field using suitable GPS equipment. GPS'd features shall be attributed in accordance with the provided attribute table template. There should be one polygon shape file for all like data collected. For example: one polygon file for invasive plant infestation boundaries. Points may be collected in the field but they shall be appropriately buffered and submitted as an ArcGIS polygon shapefile only. The GPS should have an accuracy of at least 5m. The mapped locations shall be recorded in the following coordinate system: NAD 1983, CONUS, UTM Zone 10, and meters.

Task 2 Deliverables:

2.1. Session Reports: Session Reports are required during field surveys. A Session Report covers the previous session (see DEFINITIONS). Session Reports shall be submitted to UMRWA and the Forest Service no later than four days after the end of the session; email is required. The required assessment form and ArcGIS layers are due at the same time and shall be sent electronically.

The Session reports shall include:

- a. **ArcGIS Layers:** Shapefiles for the perimeter of Target Species discovered during the previous session.
- b. **Updated Survey Plan:** Updates to the Survey Plan as necessary, submitted as an updated document.
- c. **Work Completed and Planned:** Discussion of work completed and work planned for the next session.
- d. **Changes:** Discussion of any techniques used and work completed that differed from the Survey Plan, including discussion of any issues that arose and proposed remedies.
- e. **Photos:** At the government's request only, the Contractor shall electronically submit any requested photos of Target Species discovered during previous sessions.

2.2. Field Forms: The Contractor shall complete one Occurrence Monitoring Form for each Sensitive plant occurrence discovered or revisited. If polygons are <100 feet apart they can be merged into a multipart polygon. For polygons >100 feet but <0.25 mile apart the site should be assigned a sub-unit identification, i.e., CACLA-001_01 and CACLA-001_02. These forms are due within two weeks after completion of the field surveys and will be submitted in digital format. The forms shall be legible and complete.

2.3. GIS Layers: A set of complete final shapefiles for discovered Target Species, special habitats, and area surveyed are due within two weeks after completion of the field surveys. Following attached GIS template.

2.4. Photos: Photos should be taken to document new Sensitive plant occurrences and Invasive plant infestations. Photos should include at least 1 photo where the target plant is identifiable, and additional photos of surrounding landscape to assist with future efforts to relocate the site. All photos taken during field surveys and to document new occurrences shall be submitted electronically within two weeks after completion of field surveys.

Task 3: Field Survey Report

Contractor shall prepare a brief draft botanical field survey report describing the results of the field surveys by October 3rd. UMRWA and the Forest Service shall have 7 days to

review these documents. The Report shall follow the template provided by UMRWA and include the following:

- a. The draft report shall include copies of rare plant monitoring forms.
- b. Draft GIS data following provided attribute templates.

Task 3 Deliverables:

3.1. Final Survey Report and GIS data: A final inventory report will be prepared that has addressed any comments provided to the Contractor by UMRWA and the Forest Service. It shall include the final sets of rare plant occurrence forms, GIS data, and photographs. Contractor shall provide 2 electronic copies of the final report, one as a Word document and the other as a PDF. All final GIS data shall be provided to the ENF as shapefiles.

2. BACKGROUND MATERIALS AND MAPS

The following attached Project Maps, Lists, and Forms (Exhibits C through H) are intended to assist with describing and clarifying the scope of work. See corresponding details below for more information about what is included in each.

- **Map 1: Botany survey coverage < 5 years old (2019-2022).**
- **Map 2: Sensitive plant locations** within the implementation project boundary: table inset included in map summarizes total acreage of each known sensitive plant species. These species need to be re-located, flagged and locations documented electronically.
- **Map 3: Invasive plant locations** within the implementation project boundary: table inset included in map summarizes total acreage of each known invasive plant species. These species need to be re-located, flagged for avoidance and locations documented electronically.
- **GIS Data Attribute templates**
- **Session report electronic assessment form**
- **Forest Service Sensitive and Watch lists**
- **Forest Service Invasive Plant list (known species for Project Area identified with flagging requirements highlighted)**
- **Sensitive Plant occurrence form templates**
- **Final Report Template**

3. DEFINITIONS

Complete Coverage: Survey Units shall be surveyed by walking transects that are close enough together that the next transect is clearly visible and all of the areas have been examined thoroughly.

Infestation: Invasive plants of the same species estimated to be separated by less than a quarter mile are considered the same infestation. Within an infestation, sub-infestations are separated by more than ~100 feet, accounting for local site conditions and connectivity of suitable habitat.

Intuitive Coverage: Survey Units shall be surveyed by walking transects, which cover a representative cross section of all major features and habitats within the unit. Habitats with low potential for Target species shall have at least 10% of the area covered with transects. Habitats identified as having a high to moderate potential for Target species shall have at least 75% of the area covered by transects.

Isolated Leading Edge: Infestations of Group 3 species that are geographically isolated from larger more established infestations within the Forest boundary. Leading edge infestations vary for each target species but tend to occur on the eastern edge of the species current distribution as distinct satellite infestations, and due to their spatial isolation, could be targeted for future treatment.

Occurrence: Sensitive & Watchlist plants of the same species estimated to be separated by less than a quarter mile are considered the same occurrence. Within an occurrence, sub-occurrences are separated by more than ~100 feet, accounting for local site conditions and connectivity of suitable habitat.

Perimeter: The extent of target species polygons is the furthest site-defining attribute or target species plus one meter.

Target Species: Target Species include the following vascular plant species:

- Listed as Endangered, Threatened, and Proposed on the U.S. Fish and Wildlife Service List,
- Any Species with status for California on the US Forest Service Region 5 Sensitive Plant list,
- Any plant found on the US Fish and Wildlife Service Quarterly Species List for National Forests,
- Watchlist Species on the ENF List,
- Invasive Species on the Eldorado National Forest List,
- Any Noxious Weed listed by the California Department of Food and Agriculture.

Session: The time spent in the field gathering data. Session lengths are decided by the Contractor. Sessions shall be discussed in the Pre-Work Meeting/Survey Plan and shall be between 1 and 10 continuous days.

Special Habitats: Special Habitats are defined as including areas predominated by lava caps, fens, seeps, springs, and vernal pools. Special Habitats also include stands of unique plant species assemblages, plant associations, or communities that are found to be uncommon or azonal within the Project Area.

Survey: A pedestrian examination in search of Target Species, including the recognition of special habitats. In addition to the pedestrian examination, surveying includes all the tasks listed under Section VII-Field Surveys.

Transect: A ~linear strip of ground where the surveyor can see the Target Species by walking down the center and looking left and right. The effective transect width is dependent on the surveyor's skills, experience, and eyesight.

4. SCHEDULE

- Contractor conducts botanical field surveys beginning June 1 (or as soon thereafter as field conditions allow) and concluding by August 25, 2024.
- Contractor prepares draft field survey report: By September 25, 2024.
- UMRWA/USFS provide Contractor comments on draft report: By October 5, 2024.
- Contractor completes revisions and provides the Final Survey Data and Report back to UMRWA: By October 25, 2024.
- Contract Termination date is December 31, 2027 to allow for annual site flagging maintenance, unforeseen delays, and/or additional survey areas added by mutual agreement.

5. RESTRICTIONS ON WORK

Work may be performed at any time during the period of the contract, except as follows:

- a. When UMRWA, the ENF or Contractor determines that adverse weather or other conditions have made access too dangerous, where continued vehicular travel would cause unacceptable road damage or climatic conditions are unfavorable for continuation of work.

6. FIRE PREVENTION

- a. Contractor shall take all steps necessary to prevent his/her employees, subcontractors and their employees from setting fires, shall be responsible for preventing the escape of fires set directly or indirectly as a result of contract operations, and shall extinguish all such fires which may escape.
- b. Smoking shall not be permitted during fire season, except in a barren area or in an area cleared to mineral soil at least three feet in diameter. In areas closed to smoking, the ENF may approve special areas to be used for smoking. The Contractor shall sign designated smoking areas. Contractor shall post signs regarding smoking and fire rules in conspicuous places for all employees to see. Contractor's supervisory personnel shall require compliance with these rules. Under no circumstances shall smoking be permitted during fire season while employees are operating light or heavy equipment, or walking or working in grass and woodlands.
- c. All parking or equipment service areas shall be cleared of all flammable material for a radius of at least 10 feet unless otherwise specified by local administrative unit. Small mobile or stationary internal combustion engine sites shall be cleared of flammable material for a slope distance of at least 10 feet from such engine. The ENF shall approve such sites in writing.
- d. As soon as feasible but no later than 15 minutes after initial discovery, Contractor shall notify the ENF of any fires on Contract Area or along roads used by Contractor. Contractor's employees shall report all fires as soon as possible to any of the following

Forest Service facilities and/or personnel listed below, but not necessarily in the order shown:

	Name	Office Address	Office telephone
Dispatch Center	Camino ECC	Camino, CA	530-644-0200
Nearest FS Station	Amador Ranger Station	Pioneer, CA	209-295-4251
COR	Chuck Loffland	Pioneer, CA	209-295-5910
Inspector	Matt Brown	Placerville, CA	530-622-5061
Inspector	TBD		

When reporting a fire, provide the following information:

- Your Name
- Call back telephone number
- Project Name
- Location: Legal description (Township, Range, Section); and Descriptive location (Reference point)
- Fire Information: Including Acres, Rate of Spread and Wind Conditions.

7. CAMPING AND HOUSING

Camping is not permitted in US Forest Service campgrounds. Contractor may be permitted to camp elsewhere on US Forest Service land upon approval by the Amador Ranger District in accordance with a camping use permit.

8. CONTRACTOR FURNISHED EQUIPMENT

The Contractor shall provide everything--including, but not limited to, all equipment, supplies, transportation, labor, and supervision--necessary to complete the project, except for that which the contract clearly states is to be furnished by UMRWA and the ENF.

9. FURNISHED PROPERTY

The Forest Service shall provide plant lists, forms, templates, and known site locations as described above under 2. BACKGROUND MATERIALS AND MAPS. The Forest Service shall also provide pink, green, and "Noxious Weed" flagging to the Contractor.

Exhibit B
Budget
(Per Contractor’s Pricing)

TASK	UNIT	ESTIMATED NUMBER OF UNITS	UNIT PRICE	EXTENDED PRICE
Task 1: Project Mobilization and Pre-field Review	Lump Sum	N/A	N/A	\$3,600.00
Task 2: Field Surveys, Flagging Sensitive Plants and Invasive Weeds, and Data Collection	Acre	Up to 3,239¹	\$14.17	\$45,896.63
Task 3: Field Survey Report	Lump Sum	N/A	N/A	\$4,320.00
TOTAL FEE				\$53,816.63

¹Total mapped acres are rounded up.

Payment shall be based on actual acres surveyed on a per acre cost basis.

Additional Fee: Contractor may be compensated an Additional Fee for surveying additional acres that exceed 3,239 acres as required by Task 2 above. The additional number of acres and the associated Additional Fee amount shall be negotiated and mutually agreed upon in writing by the Authority and Contractor.

EXHIBIT C

PROJECT AREA MAPS (separate documents)

Map 1: Botany Survey Coverage

Map 2: Sensitive Plants, Original Area

Map 3: Invasive Plants, Original Area

EXHIBIT D

PLANT LISTS

1. Invasive Plant List for the Eldorado National Forest 2/2/2022

Group 1 (Eradicate): Highly invasive species known to occur on the Eldorado National Forest. Species are uncommon and are a priority for inventory, control, and eradication. Infestations known to occur in the Forest Project Planning area are underlined.

Acroptilon repens Russian knapweed
Aegilops cylindrica Jointed goatgrass
Ailanthus altissima Chinese tree of heaven
Arundo donax Arundo
Centaurea calcitrapa purple starthistle
Centaurea diffusa diffuse (white) knapweed
Centaurea stoebe spotted knapweed
Cirsium arvense Canada thistle
Dittrichia graveolens stinkwort

Descurainia sophia herb sophia
Euphorbia oblongata oblong spurge
Isatis tinctoria dyer's woad
Lepidium latifolium tall whitetop
Lepidium draba whitetop
Lythrum salicaria purple loosestrife
Potentilla recta Sulfur cinquefoil
Sorghum halepense Johnson grass

Group 2 (Control): Established or widespread species known to occur on the Eldorado National Forest. Inventory all infestations. Annually treat a portion of known infestations, focusing first on eradicating/containing isolated outlying infestations and, over time, reducing the footprint of larger, less isolated infestations. Infestations known to occur in the Forest Project Planning area are underlined.

Aegilops triuncialis barbed goatgrass
Carduus pycnocephalus Italian thistle
Centaurea melitensis tocalote
Centaurea solstitialis yellow starthistle
Chondrilla juncea rush skeleton weed

Cytisus scoparius Scotch broom
Elymus caput-medusae medusahead
Foeniculum vulgare Fennel
Genista monspessulana French broom
Spartium junceum Spanish broom

Group 3 (Control): Established or widespread species known to occur on the Eldorado National Forest. Inventory and treat isolated leading edge infestations or where concurrent with higher priority infestations (Highlighted species are considered leading edge for the Forest Planning Project).

Brassica nigra black mustard
Bromus tectorum cheat grass
Chenopodium botrys Jerusalem-oak goosefoot
Cirsium vulgare bull thistle
Hedera helix English Ivy
Hypericum perforatum Klamath weed
Lathyrus latifolius perennial sweet pea
Leucanthemum vulgare Oxeye daisy
Melilotus alba white sweet clover

Melilotus officinalis yellow sweet clover
Rubus armeniacus Himalayan blackberry
Rubus laciniatus cut leaf blackberry
Salsola tragus Russian thistle/tumbleweed
Silybum marianum milk thistle
Torilis arvensis hedge parsley
Tribulus terrestris puncture vine
Vinca major periwinkle

Group 4 (Manage through education and prevention): Species are well established across forest or have minor economic or ecological impacts. Forest will use appropriate prevention and education measures to limit further spread.

Bromus diandrus ripgut brome
Bromus madritensis var. *rubens* red brome
Conium maculatum poison hemlock
Cynodon dactylon Bermuda grass
Cynosurus echinatus spiny dogtail
Dactylis glomerata Orchard grass

Festuca arundinacea tall fescue
Hirschfeldia incana mustard
Lychnis coronaria rose campion/ mullein pink
Sisymbrium altissimum Jim Hill mustard
Verbascum thapsus mullein

Potential invasives: Species not yet found on the Eldorado National Forest. If found, infestations should be inventoried and targeted for eradication or control.

Cardaria chalepensis small whitetop
Cardaria draba hoarycress
Cardaria pubescens whitetop
Carduus nutans musk thistle
Carthamus lanatus Woolly distaff thistle
Centaurea pratensis meadow knapweed
Centaurea sulphurea Sicilian starthistle
Cortaderia seloana pampas grass
Euphorbia esula leafy spurge

Linaria vulgaris yellow toadflax
Nicotiana glauca Tree tobacco
Onopordum acanthium Scotch thistle
Phragmites australis common reed
Polygonum cuspidatum Japanese knotweed
Polygonum sachalinensis Sakhalin knotweed
Sesbania punicea Scarlet wisteria
Tamarix chinensis Salt Cedar
Tanacetum vulgare tansy
Ulex europaeus Gorse

2. Threatened, endangered, and sensitive plants known to occur or with suitable habitat on the ENF and in the Project Area.

Species	Status ¹	On ENF ²	Known in Project Area	Suitable Habitat in Project Area	Rationale For Determination Of No Suitable Habitat/No Effect
Three-bracted onion (<i>Allium tribracteatum</i>)	S	P	No	Yes	Grows on open ridges with gravelly lahar soils (lava cap communities) in chaparral and lower & upper montane coniferous forests from ~ 3,300 to 10,000 feet in elevation.
El Dorado manzanita (<i>Arctostaphylos nissenana</i>)	S	K	No	No	Grows on highly acidic slate and shale soils and is often associated with closed-cone conifer forest from about 1,400 to 3,600 feet.
Big-scale balsamroot (<i>Balsamorhiza macrolepis</i> var. <i>macrolepis</i>)	S	P	No	No	Grows in chaparral, vernal moist meadows & grasslands, grasslands within oak woodland, and ponderosa pine forest below 4,600 feet.
Upswept moonwort (<i>Botrychium ascendens</i>)	S	K	No	Yes	Grows in lower montane coniferous forest, meadows, and seeps from 4,900 to over 7,500 feet in elevation.
Scalloped moonwort (<i>Botrychium crenulatum</i>)	S	K	Yes	Yes	Grows in fens, lower montane coniferous forest, meadows, seeps, and freshwater marshes from 4,900 feet to 10,500 feet in elevation.
Common moonwort (<i>Botrychium lunaria</i>)	S	P	No	Yes	Grows in meadows, seeps, subalpine and upper montane coniferous forest from 7,450 feet to over 11,000 feet in elevation.
Mingan moonwort (<i>Botrychium minganense</i>)	S	K	Yes	Yes	Grows in fens, lower and upper montane coniferous forest, meadows, and seeps from 4,900 to 6,750 feet.
Mountain moonwort (<i>Botrychium montanum</i>)	S	K	Yes	Yes	Grows in lower and upper montane coniferous forest, meadows, and seeps from 4,900 feet to 7,000 feet in elevation.
Paradox moonwort (<i>Botrychium paradoxum</i>)	S	K	No	Yes	Grows in lower and upper montane coniferous forest, meadows, and seeps from 4,900 feet to 7,000 feet in elevation.
Stalked moonwort (<i>Botrychium pendunculosum</i>)	S	P	No	Yes	Grows in lower and upper montane coniferous forest, meadows, and seeps from 4,900 feet to 7,000 feet in elevation.
Bolander's bruchia (<i>Bruchia bolanderi</i>)	S	K	No	Yes	Grows in meadows and fens in montane and subalpine communities from about 5,500 to 9,000 feet. Grows in ephemeral habitats such as erosional ditches or small streamlets through wet meadows.

Species	Status ¹	On ENF ²	Known in Project Area	Suitable Habitat in Project Area	Rationale For Determination Of No Suitable Habitat/No Effect
Pleasant Valley mariposa lily (<i>Calochortus clavatus</i> var. <i>avius</i>)	S	K	Yes	Yes	Grows in openings in mixed conifer & ponderosa pine forest, usually on ridgetops and south-facing slopes from 2,500 to 5,600 feet. There are numerous Occurrences along Weber Mill Road and 11N38G.
Mountain lady's slipper (<i>Cypripedium montanum</i>)	S	P (H on inholding)	No	Yes	Grows in moist areas and upland sites with northerly aspects, loamy soils and shade, from 3,500 to 5,700 feet (generally <5,000 ft).
Branched Collybia (<i>Dendrocollybia racemosa</i>)	S	K	No	No	Grows on remains of decayed mushrooms or occasionally in duff/leaf litter, in mid-mature to old-growth stands of mixed hardwood-conifer forests. Evidence of timber harvest at some extant occurrences.
Tahoe draba (<i>Draba asterophora</i> var. <i>asterophora</i>)	S	H	No	No	Restricted to rocky ledges and talus slopes in subalpine and alpine habitats above 8,200 feet.
Cup Lake draba (<i>Draba asterophora</i> var. <i>macrocarpa</i>)	S	K	No	No	Restricted to sandy slopes, rocky ledges, and talus slopes in subalpine and alpine habitats above 8,200 ft.
Tripod buckwheat (<i>Eriogonum tripodum</i>)	S	K	No	No	Grows on serpentine soils in foothill and cismontane woodlands below 5,300 feet.
Blandow's bog-moss (<i>Helodium blandowii</i>)	S	P	No	Yes	Grows in wet meadows, fens, & seeps in subalpine coniferous forest and alpine lakes from 6,100 to 9,000 feet.
Parry's horkelia (<i>Horkelia parryi</i>)	S	K	No	No	Grows on stony, disturbed, slightly acidic soils in open chaparral and cismontane woodland below 3,400 feet.
Hutchison's lewisia (<i>Lewisia kelloggii</i> ssp. <i>hutchisonii</i>)	S	K	Yes	Yes	Grows in openings in upper montane coniferous forest, often on slate soils and on soils that are sandy granitic to erosive volcanic from 4,800 to 7,000 feet.
Kellogg's lewisia (<i>Lewisia kelloggii</i> ssp. <i>kelloggii</i>)	S	K	Yes	Yes	Grows on granitic and volcanic balds from about 5,000 to 8,000 feet.
Long-petaled lewisia (<i>Lewisia longipetala</i>)	S	K	No	No	Restricted to subalpine & alpine slopes or basins with deep snow accumulations, above 8,200 feet.
Saw-toothed lewisia (<i>Lewisia serrata</i>)	S	K	No	No	Restricted to steep, nearly vertical cliffs in inner gorges of perennial streams and rarely near seeps and intermittent streams. Grows between 2,800 and 4,800 feet in the American River watershed.
Broad-nerved hump-moss (<i>Meesia uliginosa</i>)	S	P	No	Yes	Grows in permanently wet, primarily spring-fed meadows and fens in montane to subalpine coniferous forest from 4,200 to 9,200 feet.

Species	Status ¹	On ENF ²	Known in Project Area	Suitable Habitat in Project Area	Rationale For Determination Of No Suitable Habitat/No Effect
Elongate Copper Moss (<i>Mielichhoferia elongata</i>)	S	P	No	No	Grows on metamorphic, sedimentary, limestone, and serpentine rock outcrops that often contain copper or other heavy metals and that are seasonally moist or less commonly on moist soil. Usually in foothill woodland habitats dominated by oaks or chaparral and sometimes with scattered incense cedar, Douglas-fir, and ponderosa pine. Grows from sea level to 3550 feet.
Yellow-lip pansy monkeyflower (<i>Diplacus pulchellus</i>)	S	K	No	Yes	Habitat is vernal wet to moist sites which are open and flat or slightly sloping. Typically found on lava caps but soils can be clay, volcanic, or granitic. Grows from 2,200 to 6,400 feet.
Yellow bur navarretia (<i>Navarretia prolifera</i> ssp. <i>lutea</i>)	S	K	No	No	Grows in openings in or adjacent to mixed conifer forest or cismontane woodland on rocky ridgelines, saddles, or eroding ephemeral drainages from 2,300 to 5,000 feet.
Adder's tongue (<i>Ophioglossum pusillum</i>)	S	P	No	Yes	Grows in moist habitat including wet meadows and roadside ditches.
Layne's ragwort (<i>Packera layneae</i>)	T, S	K	No	No	Grows on rocky, gabbroic or serpentinitic soils in chaparral and cismontane woodland below 3,000 feet.
Veined water lichen (<i>Peltigera gowardii</i>)	K	K	Yes	Yes	Grows on rocks in cold, unpolluted spring-fed streams without marked seasonal fluctuation. Submerged most of year. Peak flows must not scour the rocks & gravels where this species attaches. Located on the ENF in 2008.
Stebbins' phacelia (<i>Phacelia stebbinsii</i>)	S	K	No	No	Grows on dry, open, rocky sites (bedrock outcrops, rubble or talus) on ledges or moderate to steep slopes and on damp, mossy inner gorges from 2,000 to 6,800 feet.
Olive phaeocollybia (<i>Phaeocollybia olivacea</i>)	S	P (K on inholding)	No	No	Conifer and hardwood forests where it grows in the humus layer. Logging disturbance, when present, is not intense (e.g. clear-cut or patch-cut).
Whitebark pine (<i>Pinus albicaulis</i>)	C, S	K	No	Yes	Whitebark pine typically occurs on cold and windy high elevation sites in western north America (7,000-12,000 feet).
Sierra blue grass (<i>Poa sierrae</i>)	S	K	No	No	Grows in lower montane coniferous forest on steep, shady, moist slopes from 1,200 feet to 3,800 feet.

¹ T = Federally Listed as Threatened C = Federally Listed as Candidate; S = Forest Service Sensitive

² K = known to occur on ENF; P = suspected to occur on ENF; H = historic record on ENF

3. Eldorado National Forest Watch List Species- May 03, 2023

Species	Common Name	CNPS Ranking	Habitat	Distribution on Eldorado	Lower Elevation (ft)	Upper Elevation (ft)
<i>Allium sanbornii</i> var. <i>congdonii</i>	Congdon's onion	4.3	Serpentine outcrops	Traverse Creek	Up to 4,000	
<i>Allium sanbornii</i> var. <i>sanbornii</i>	Sanborn's onion	4.2	Serpentine outcrops	Potential - occurs on Tahoe NF	Up to 5,020	
<i>Astragalus austini</i>	Austin's milkvetch	1B.3	Alpine boulder & rock field in subalpine coniferous forest.	Along Shealor Lake trail	7,600	8,825
<i>Astragalus whitneyi</i> var. <i>lenophyllus</i>	Whitney's milk-vetch	4.3	Alpine boulder & rock field in subalpine coniferous forest.	Originally identified at Kirkwood Mountain Resort. Misidentified - no known occurrences on Forest.	Above 4,900	
<i>Bolandra californica</i>	Sierra bolandra	4.3	Rock crevices and wet cliffs along streams.	Alder Creek, Jaybird Canyon	3,100	4,200
<i>Botrychium simplex</i>	Yosemite moonwort	--	Moist and wet meadow, seeps, fens and streamside habitats about 6,000 feet in elevation.	Widespread	Above 5,000	
<i>Brasenia schreberi</i>	Watershield	2B.3	Marsh, swamp, and wetland	Lake Audrain	Up to 7,200	
<i>Calystegia vanzuukiae</i>	Van Zuuk's morning glory	1B.3	Serpentine outcrops	Traverse Creek, Little Bald Mountain	1,640	3,900
<i>Carex cyrtostachya</i>	arching sedge	1B.2	Narrow endemic from the western slope of the northern Sierra Nevada of California	Traverse Creek, Blodgett, Kings Meadow near headwaters of Slab Creek	2,000	4,460
<i>Carex davyi</i>	Davy's sedge	1B.3	Upper montane coniferous forest to Subalpine coniferous forest; Dry often sparse meadows or rocky areas.	Indian Valley?, Lake Winnemucca, Hermit Valley, Slippery Ford (1897 herbarium record)	Above 4,500	
<i>Claytonia parvifolia</i> var. <i>grandiflora</i>	Streambank spring beauty	4.2	Cismontane woodland	Found along trail below Jenkinson Reservoir.	2,690	
<i>Climacium dendroides</i>	Tree Climacium moss	2B.1	Occurs in occasionally flooded mineral soil, especially on lake and river margins	Soldier Creek	Above ~3,500 (limited information available)	
<i>Ceanothus fresnensis</i>	Fresno ceanothus	4.3	Cismontane woodland (openings), lower montane coniferous forest	Chaix Mountain, Telephone Ridge, Bunker Hill	3,650	6,900

Species	Common Name	CNPS Ranking	Habitat	Distribution on Eldorado	Lower Elevation (ft)	Upper Elevation (ft)
<i>Chaenactis douglasii</i> var. <i>alpina</i>	alpine dusty maindens	2B.3	Alpine boulder and rock field (granitic), Rocky or gravelly ridges, talus, fell-fields, crevices	Kirkwood Mountain Resort, Round Top, Carson Pass area	Above 9,800	
<i>Chlorogalum grandiflorum</i>	red hills soapwort	1B.2	Serpentine outcrops, open shrubby or wooded hills; Chaparral, Foothill Woodland, Yellow Pine Forest	Widespread- western Georgetown District	Up to 3,150	
<i>Clarkia biloba</i> ssp. <i>brandegeae</i>	Brandegee's clarkia	4.2	Foothill woodland, chaparral, cismontane woodland, lower montane coniferous forest. Often found growing in road cuts	Slab Creek Reservoir and Ralston Ridge	Up to 3,000	
<i>Clarkia virgata</i>	Sierra clarkia	4.3	Foothill woodland, cismontane woodland, lower montane coniferous forest, yellow pine forest	Nevada Point Ridge; Herbarium records from Forebay Rd, Sugarloaf, Riverton, Plum Creek Ridge,	2,460 to 5,675	
<i>Claytonia megarhiza</i>	fell-fields claytonia	2B.3	Subalpine, alpine gravel, talus, crevices, growing in crevices between rocks in rocky or gravelly soils.	Potential- Dick's Peak in Desolation Wilderness	Above 8,500	
<i>Corallorhiza trifida</i>	northern coralroot; Early coralroot	2B.1	Wet, open to shaded, generally coniferous forest. In California, under firs, in partial shade	Potential- CNDDDB records from Plumas County. One report from Lake Tahoe region.	4,500	5,600
<i>Collomia tenella</i>	Slender collomia	2B.2	Dry sandy bare areas.	East of Schneider Cow Camp	5570	8,530
<i>Drosera anglica</i>	English sundew	2B.3	Fens, meadows and seeps often with Sphagnum	Potential- Sagehen Creek Field Station, Tahoe National Forest	4,250	6,500
<i>Drosera rotundifolia</i>	round leaf sundew	--	Fens, meadows and seeps often with Sphagnum	Widespread	Up to 8,900	
<i>Dryopteris filix-mas</i>	male fern	2B.3	Upper montane coniferous forest (granitic, rocky); Granitic cliffs	Historic herbarium record from Cole Creek Road	Above 7,800	
<i>Eriophorum gracile</i>	Cotton Grass	4.3	Fens, springs, wet meadows	Ring Fen and Echo Summit Snow Park	4,000	9,500
<i>Fritillaria eastwoodiae</i>	Butte County Fritillaria	3.2	Chaparral, Cismontane woodland, Lower montane coniferous forest (openings) sometime serpentine	Little Bald Mountain (Herbarium specimen from Dean Taylor)	Up to 4900	
<i>Githopsis pulchella</i> ssp. <i>serpentinicola</i>	Serpentine bluecup	4.3	Cismontane woodland, serpentine or Ione Formation soils	SMUD transmission line/Iowa Hill area on Placerville RD	1,000	2,000

Species	Common Name	CNPS Ranking	Habitat	Distribution on Eldorado	Lower Elevation (ft)	Upper Elevation (ft)
<i>Jensia yosemitana</i>	Yosemite tarweed	3.2	Spring-wet, sunny, sandy places, meadows	Bassi Falls	4000	7500
<i>Juncus digitatus</i>	Finger rush	1b.2	Lava caps	Located on SPI lands north of Jenkison Lake in 2019.	2,165	2,591
<i>Mimulus laciniatus</i>	Cutleaf monkey flower	4.3	Growing on decomposed granite in moist sandy places.	Salt Springs Reservoir, Cole Creek Diversion	Above 3,100	
<i>Myrica hartwegii</i>	Sierra sweet bay	4.3	streambanks and other moist places in foothill and low montane forest	Big Grizzly Canyon, Stumpy Meadows, Alder Creek, Camp Creek	Up to 6,000	
<i>Orthotrichum holzingeri</i>	Holzinger's orthotrichum moss	1B.3	Usually on rock in and along streams, rarely on tree limbs.	North shore of Salt Springs Reservoir	2,345	6,000
<i>Perideridia bacigalupii</i>	Mother Lode Yampah	4.2	Sites in which it occurs include open rocky areas, chaparral openings, slopes, and road cuts. Usually on serpentine	Potential- Historic Stebbins's collection from Rescue	Up to 3,500	
<i>Piperia colemanii</i>	Coleman's Rein Orchid	4.3	Open conifer forest, scrub; often in sandy soils.	Nevada Point Ridge, Gerle Creek, Loon Lake Rd, Bassi Creek	3,900	7,545
<i>Piperia leptopetala</i>	petaled rein orchid	4.3	Generally dry sites, scrub, woodland; Chaparral, Foothill Woodland, Yellow Pine Forest, Red Fir Forest.	Big Meadow Campground and Hell Hole Reservoir	1,100	7,300
<i>Potamogeton epihydrus</i>	Ribbonleaf pondweed	2B.2	Lakes and Ponds	Wrights Lake, South Fork Silver Creek	1,300	6,233
<i>Potamogeton praelongus</i>	White stemmed pondweed	2B.3	Lakes and Ponds	northwest shore of Lake Margaret	5,900	9,800
<i>Pseudostellaria sierrae</i>	Sierra Starwort	4.2	Meadows, dry understory of mixed oak or conifer forest	Junction Reservoir	4,000	7,200
<i>Rhynchospora alba</i>	white beaked-rush	2B.2	Wet meadows, fens, seeps, and marshes	Potential- on Plumas and Lassen NF and historic occurrence from Yosemite Valley	Up to 6,700	
<i>Rhynchospora capitellata</i>	brownish beakrush	2B.2	Wet meadows, fens, seeps, and marshes	Kings Meadow according to Laurence Janeway (2007)	Up to 6,560	
<i>Sambucus nigra</i> L. ssp. <i>caerulea</i>	Blue Elderberry	--	Riparian areas; of concern below 3,000' as host plant for Threatened Valley Elderberry Longhorn Beetle	Widespread	Up to 3,200	

Species	Common Name	CNPS Ranking	Habitat	Distribution on Eldorado	Lower Elevation (ft)	Upper Elevation (ft)
<i>Sparganium natans</i>	Small bur reed	4.3	Wetland-riparian, lake margins.	Lower Blue Lakes	2,800	8,560
<i>Streptanthus longisiliquus</i>	Long-fruit jewel-flower	4.3	Mixed-conifer forest	Peavine/Telegraph/Jaybird Ridges on Pacific RD	2,500	5,000
<i>Taxus brevifolia</i>	Pacific yew	--	Mixed Evergreen Forest, Douglas-Fir Forest, Yellow Pine Forest, Red Fir Forest	Widespread- Eldorado NF is near the southern edge of the species range	Up to 4,600	
<i>Torreya californica</i>	California nutmeg	--	Mixed Evergreen Forest, Douglas-Fir Forest, Yellow Pine Forest	Widespread	Up to 3,000	
<i>Viburnum ellipticum</i>	oval-leaved viburnum	2B.3	Chaparral, Cismontane woodland, Lower montane coniferous forest. Chaparral, yellow-pine forest, generally n-facing slopes	Potential -City of Placerville, Lake Clementine, Forest Hill Road	Up to 4,500	
<i>Wyethia reticulata</i>	El Dorado County mule ears	1B.2	Stony red clay and gabbroic soils; often in openings in gabbro chaparral	Potential - Cameron Park/Pine Hill	Up to 2,060	
<i>Xerophyllum tenax</i>	Beargrass	--	Dry open slopes, ridges, montane conifer forest	Silver Hill Ridge	Up to 7500	

EXHIBIT E

PLANT OCCURRENCE FORM- Eldorado National Forest

Sensitive Watch List

OCCURRENCE NUMBER: Occ Number SCIENTIFIC NAME: Enter Name

EXAMINERS: Enter Examiners JOB TITLE: Enter Title DATE: Select

DISTRICT: Choose District QUAD: Choose Quad COUNTY: Choose County

UTM (NAD83, Zone 10): Enter UTM.

PHOTO IDs :

[Enter Habitat, Site Features, Disturbances]

LOCATION/DIRECTIONS (include hand drawn map on reverse as needed):

[Click here to enter text.](#)

IS THIS A NEW OCCURRENCE, EXTENSION, or REVISIT?

INITIAL ID/MONITORING HISTORY:

Enter Monitoring Information

ADDITIONAL FIELD WORK NEEDED? Yes / No

Suitability for monitoring:

[Click here to enter sampling ease](#)

Population Description:

Plants: Enter Density Estimate: Yes / No

Area (acres): [Enter Area.]

Evidence of:

disease, competition, predation,

collecting, trampling, or herbivory

[Percent%] Vegetative

[Percent%] Flower/Bud,

[Percent%] Fruit/Dispersed

[Percent%] Seed/Juvenile

Pollinator Observed? Yes / No

Population Comments: distribution, changes in occurrence, etc.

Pollinator Type: Choose an item.

Habitat:

Slope [% Enter Slope] Elevation (ft.): Enter Elevation Aspect: Choose an aspect

Light Exposure: Full Sun, Partial, Full Shade

Moisture: Dry, Moist, Wet

Topography: Choose Location Type

Soil Type/Texture (Field / Map determination): Enter Soil Information.

Substrate: Choose an item.

Habitat Description: Plant Associates, Microhabitat, Timber type, etc.

Disturbances/Threats: Choose Threat, Choose Threat, Choose Threat

Disturbance or Threat Comment

Land Use Response/Comment: [Click here to enter text.](#)

Protection Measures Taken: [Click here to enter text.](#)

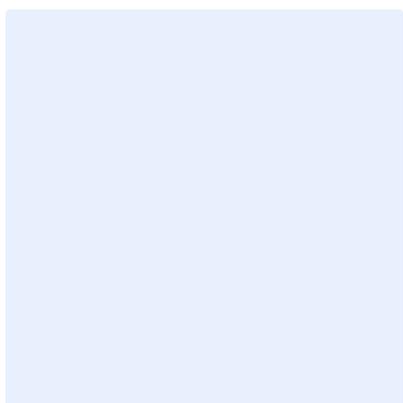
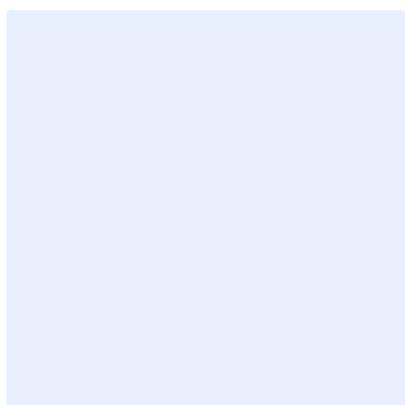
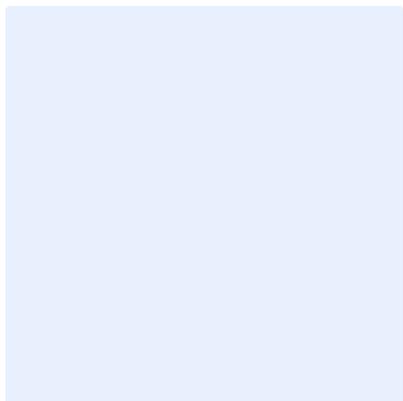


EXHIBIT F

FINAL REPORT TEMPLATE

Eldorado NF
Forest Project Plan - Arbor Botany Survey Final Report
Minimum Standard for the Final Report

Cover page, signed by Principal Botanist
Executive Summary
Table of Contents

I. Introduction

- a. Project Overview
- b. Purpose
- c. Project Location and Setting
- d. Maps

II. Methods

- a. Literature/Pre-field Reconnaissance
- b. Field Surveys (include dates and who surveyed)
- c. GPS/GIS Mapping Standards
- d. Constraints to Surveys and Field Data

III. Results

- a. Areas Surveyed
- b. Species Discovered
- c. Special habitats

IV. Discussion

- a) Survey results (any outstanding issues, potential habitats identified when target species are not identifiable, etc)
- b) Recommendations

V. References

VI. List of Contributors

VII. Attachments

- a) Original Occurrence Monitoring Forms
- b) Photos
- c) ArcGIS Layers (Invasive Plant Infestations, Survey Area)

EXHIBIT G

GIS DATA ATTRIBUTE TABLE

Area surveyed Feature required attributes		
Attribute	Values	Notes
Survey ID	FPP-Arbor-XX	Each Survey area will be labeled starting with FPP-Arbor-01. Survey IDs will start at the western edge of the project and will continue labeling units consecutively from west to east.
Target Focus	TESP-IS or IS	Roadside surveys targeted for invasive species should be labeled IS. All other surveys should be labeled TESP-IS where the target is both rare plants and invasive plants
Survey Type	Intuitive Controlled or Complete	
Visit Dates	MM/DD/YYYY	
Examiners		full names of all individuals that surveyed area
Rare plant targeted	NRCS codes of targeted species	
Rare habitat found	NRCS codes for species where suitable habitat was identified	
Rare Plant found	NRCS plant code for species detected in survey polygon	
Comments		Any specific comments from the survey
Invasive Feature required attributes		
Attribute	Value	notes
Infestation	SpCode-FPP-Arbor-001 or existing Infestation ID for existing infestation.	Each new infestation will be labeled starting with NRCS plant codes followed by "FPP-Arbor" and then assigned consecutive #s as found.
Date	MM/DD/YYYY	
Species Code	Uses USDA PLANTS database codes, which can be found at: http://plants.usda.gov/	
Examiner(s)	full name of consultant that identified or monitored the infestation	
% Cover		
Count	Number of plants observed	
Phenology	preflowering, flowering, fruiting, senescent	
Comments		
Photos		ID of photos taken for site

Rare Plant Feature required attributes		
Attribute	Value	notes
status	Sensitive, watch list, or California rare	
Site ID	Spcode-FPP-Arbor-001 or existing ENF site ID	Each new infestation will be labeled starting with NRCS plant codes followed by "FPP-Arbor" and then assigned consecutive #s as found.
Date	MM/DD/YYYY	
Species Code	Uses USDA PLANTS database codes, which can be found at: http://plants.usda.gov/	
Count	number of plants observed	
Examiners	full name of consultant that identified or monitored the infestation	

Special Habitat Feature required attributes		
Attribute	Value	notes
Habitat Type	lava cap, spring, fen, meadow	
Date	MM/DD/YYYY	
Examiners	full name of consultant that identified or monitored special habitat	
Comments	-	

Project photos required attributes		
Attribute	Value	notes
Photo type	Invasive, Sensitive, Watchlist, California rare, Habitat, General	
Photo ID	FPP-Arbor-001	Each photo will be labeled starting with "FPP-Arbor" and then assigned consecutive #s.
Date	MM/DD/YYYY	
Description		Description of photo
Attachment	-	Include attached photos in feature

Agreement between Upper Mokelumne River Watershed Authority and Megan Layhee for Environmental and Planning Consulting Services related to UMRWA's Forest Projects Plan

This Agreement is made and entered into this 26th day of January, 2024, by and between the Upper Mokelumne River Watershed Authority, a CA Joint Powers Authority ("UMRWA") and Megan Layhee, Environmental Consultant ("Consultant").

RECITALS

WHEREAS, UMRWA requires various environmental and planning services related to UMRWA's Forest Projects Plan project, which are set forth in more detail in this Agreement; and

WHEREAS, Consultant represents that she has the experience, qualifications, and expertise to perform said services in a professional and competent manner; and

NOW, THEREFORE, UMRWA hereby intends to engage the services of Consultant and, in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

- 1. DESCRIPTION OF SERVICES:** Consultant shall represent UMRWA as co-project manager for the Forest Projects Plan Phase 2 planning effort. The attached table, Exhibit A, outlines the activities to be conducted by the Consultant. Consultant shall, in a careful and professional manner, perform and be responsible for the Services to meet the requirements of this Agreement.
- 2. PAYMENT:** Consultant shall be paid \$110.00 per hour for work under this agreement. The maximum cost ceiling for this agreement is \$26,000. The maximum cost ceiling may be incrementally increased by the Executive Officer as additional grant funding becomes available and as authorized by the Board of Directors. Consultant shall submit monthly invoices to UMRWA via email to robalcott@aol.com with copy to rsykes@sbcglobal.net for charges based on the Services performed in the prior month. Consultant invoices submitted and approved by UMRWA will be paid within 30 days of receipt.
- 3. TERM; TERMINATION:** This agreement shall begin on February 1, 2024 and has a term of 24 months. It may be terminated prior to that date by UMRWA upon seven (7) days written notice to Consultant. Any such termination, however, will not terminate Consultant's obligations under Paragraphs a and b hereof nor either party's obligations under Paragraphs a and b hereof.
 - a. UMRWA will have the right to terminate Consultant's service at any time by giving notice in writing to Consultant. Consultant will not be entitled to payment for any cost related to the terminated part of services covered by Exhibit A and incurred after the effective date of termination except for costs directly related to work performed by Consultant in terminating; provided that such work is authorized in advance by UMRWA's representatives under Exhibit A.
 - b. In the event UMRWA terminates this Agreement without cause, UMRWA will reimburse Consultant for all expenses incurred by Consultant in satisfying commitment for materials, equipment, and services for use in the terminated work which were made by Consultant prior to such termination.
- 4. CONSULTANT'S RESPONSIBILITIES:**
 - a. Consultant shall perform the Services with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the

performance of such Services at the time when and the location in which the Services were performed.

- b. Consultant shall be responsible for: a) completion of the Services described in Exhibit A; b) keeping accurate records obtained during the course of performing the Services that are usual for the type of work conducted; c) obtaining and maintaining proper licenses and permits for Consultant's work; d) compliance with laws and regulations pertaining to Consultant's work.

5. UMRWA'S RESPONSIBILITIES: UMRWA shall be solely responsible for: a) maintaining overall supervision of the Forest Project Plan beyond the immediate scope of Consultant's work and b) making available to Consultant all of UMRWA's information needed to complete the project.

6. INDEPENDENT AGENT: Each party shall be an independent agent with respect to work under this Agreement, and shall not be deemed to be the servants, employees, or agents of the other.

7. AFFIRMATIVE ACTION AND IMMIGRATION COMPLIANCE:

- a. Consultant shall comply, where and as applicable, with Executive Order 11246, as amended, and the following sections and parts of Title 41 of the Code of Federal Regulations: Sections 60-1.4 (Equal Opportunity), 60-1.7 (Reports and other required information), 60-1.8 (Non-segregated facilities), 60-1.40 (Affirmative action programs), 60-1.42 (Notices to be posted); Parts 60-2 (Affirmative action programs), 60-250 (Affirmative action obligations of consultants and Consultants for disabled veterans and veterans of the Vietnam era): Sections 1-1.710 (Utilization of small business and disadvantaged small business concerns), 1-1.805 (Utilization of labor surplus area concerns), 1-1.1310 (Utilization of minority business enterprises); Sections 60-250.4 (Employment of veterans), and 60-741.4 (Employment of disabled workers). All of the foregoing are hereby incorporated by reference to the extent applicable.
- b. Consultant shall comply with all federal, state, and local laws, rules and regulations applicable to the Work to be performed under this Contract. Unless prohibited by law, Consultant shall hold UMRWA and UMRWA harmless from any liability, fine, or penalty incurred as a result of Consultant's failure to comply with applicable legal and regulatory requirements. In addition, Consultant shall comply with all environmental and endangered species requirements and shall conduct its operations in a manner that complies with applicable programs and permits.

8. CONFIDENTIALITY:

- a. Consultant will maintain in confidence the nature of its services hereunder, as well as all information made available to Consultant by UMRWA during the term of this Agreement or resulting from services performed by Consultant under this Agreement. The confidential obligation imposed on Consultant by this Paragraph 11.a, however, will not extend to any such information insofar as, and from such time as Consultant may disclose: (i) as required by law, (ii) pursuant to court order, (iii) to its Consultants, agents or other representatives as may be reasonably necessary to perform its services hereunder, (iv) for the purpose of prosecuting or defending any litigation, or (v) which Consultant can show by reasonable proof has been in the public domain. Consultant agrees to use information intended to be kept confidential under this Paragraph 11.a solely for the benefit of UMRWA.
- b. Consultant will require each person it may retain to perform services for UMRWA under this Agreement to comply with Consultant's confidential obligations under Paragraph 11.a.

9. INSURANCE:

- a. Consultant shall maintain the following insurance coverage. Consultant is also responsible for its Consultants maintaining sufficient limits of the appropriate insurance coverage.
- b. BUSINESS AUTO: Coverage shall be at least as broad as the Insurance Services Office (ISO) Business Auto Coverage form covering Automobile Liability, code 1 "any auto."
 - i. The limit shall not be less than \$1,000,000 each accident for bodily injury and property damage.
 - ii. Before commencing performance of Work, Consultant shall furnish UMRWA with certificates of insurance and endorsements of all required insurance for Consultant.
 - iii. The documentation shall state that coverage shall not be canceled except after thirty (30) days prior written notice has been given to UMRWA.
 - iv. UMRWA may inspect the original policies or require complete certified copies at any time.
 - v. Certificates of all insurance required of Consultant under this Agreement will be furnished to UMRWA within thirty (30) days of execution of this Agreement.
 - vi. Consultant will ensure that UMRWA is notified of any cancellation or material change to any insurance policies within ten (10) days of such event.
 - vii. Consultant's failure to comply with any of its obligations aforesaid shall entitle UMRWA to immediately and without necessity of further demand either to terminate this Subcontract or to secure, replace, and maintain such insurance for the Consultant, in the latter's name and at its expense. In the event UMRWA elects to provide such insurance, the cost thereof shall be immediately payable by the Consultant and may be deducted from any sums due or to become due under this Subcontract.

10. INDEMNIFICATION:

- a. Consultant shall indemnify, hold harmless and defend UMRWA, their affiliates, subsidiaries, parent company, officers, managers, directors, agents, and employees, from and against all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise), which arise from or are in any way connected with any: (i) injury to or death of persons, including but not limited to employees of UMRWA or Consultant; (ii) injury to property or other interests of UMRWA, Consultant, or any third party; (iii) violation of a local, state, or federal common law, statute or regulation, including but not limited to environmental laws or regulations; (iv) strict liability imposed by any law or regulation; (v) breach of its confidentiality obligations; (vi) delay or failure to pay any Consultant, including but not limited to any demands for payment, invoices, or liens; or (vii) delay or failure to pay any employees, laborers, or other personnel of Consultant or any Consultant the compensation, monies, wages, benefits or other payment due or allegedly due; so long as such injury, violation, or strict liability (as set forth in (i) – (vii) above) arises from or is in any way connected with Consultant's negligent performance of, or failure to perform, this Agreement, except to the extent such loss, damage, cost, expense, liability, payment, strict liability, or violation of law or regulation is caused by the gross negligence or willful misconduct of UMRWA, their officers, managers, or employees or for which indemnity is not allowed under applicable law.
- b. Consultant acknowledges that any claims, demands, losses, damages, costs, expenses, and liability that arise from or are in any way connected with the release or spill of any legally designated Hazardous Material or Hazardous Waste and arise from or are in any way connected with the Work performed under this Agreement, are expressly within the scope of this indemnity.

Likewise, the costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remedial work, penalties, and fines arising from strict liability or the violation of any local, state, or federal law or regulation, attorney's fees, disbursements, and other response costs incurred as a result of such releases or spills are expressly within the scope of this indemnity.

- c. Consultant shall, on UMRWA's request, defend any action, claim, or suit asserting a claim which might be covered by this indemnity using counsel selected by or acceptable to UMRWA, in their sole discretion. Consultant shall pay all costs and expenses that may be incurred by UMRWA in enforcing this indemnity, including reasonable attorney's fees. To the extent necessary, each Party was represented by counsel in the negotiation and execution of this Agreement.
- d. Notwithstanding any other clause in this Agreement, the total aggregate liability of the Consultant to UMRWA for any claims, losses, costs or damages arising out of or in connection with the Consultant's performance of the Agreement, whether under the law of contract, tort (including negligence), statute or otherwise, shall be limited to the extent permissible by law to the greater of five times the total compensation received by the Consultant or the limits of the relevant insurance policies pursuant to this Agreement. The limits of liability in this clause do not apply to any liability of the Consultant arising from claims made by any third party for personal injury, death, or damage to any property.

11. DISPUTE RESOLUTION PROCEDURES:

- a. If requested in writing by UMRWA, the parties shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into a management/principal level meeting/s, in an effort to seek a mutually satisfactory resolution. Such a meeting shall occur within thirty (30) days from the first date of the written request for such meeting.
- b. If a dispute cannot be settled informally between the parties within a period of thirty (30) calendar days, the parties shall enter structured non-binding negotiations with the assistance of a mediator. The mediator shall be appointed by agreement of the parties.
- c. If the parties are unable to reach an acceptable resolution of the dispute, controversy, or claim through the mediation process, the parties shall have any and all rights and remedies available to it under this Agreement and any and all rights and remedies at law or in equity. UMRWA's right to record a lien or bond claim shall not be stayed, limited, or delayed by the mediation process.

12. ATTORNEY FEE PROVISION: With respect to any dispute relating to this Agreement, or in the event that a lien, suit, action, arbitration, mediation, or other proceeding of any nature whatsoever is instituted to interpret or enforce the provisions of this Agreement, including, without limitation, any proceeding under the U.S. Bankruptcy Code and involving issues peculiar to federal bankruptcy law or any action, suit, or proceeding seeking a declaration of rights or rescission, the prevailing party shall be entitled to recover from the losing party its reasonable attorney fees, paralegal fees, expert fees, and all other fees, costs, title reports, title guarantee reports, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the judge at trial, mediation, or other proceeding, or on any appeal or review, and all proceedings in U.S. Bankruptcy Court. The prevailing party shall also be entitled to reasonable attorney's fees and costs incurred in enforcing any award and/or judgment, in addition to all other amounts provided by law.

13. ACCESS TO RECORDS:

- a. UMRWA, or its duly authorized representatives, will have access at all reasonable times, during the performance of any of the Services and for a period of three (3) years following the final

payment, to Consultant's books, records, and all other documentation pertaining to Consultant's services under this Agreement for the purpose of auditing and verifying the cost of such services or for any other reasonable purpose.

- b. Consultant will preserve for a period of three (3) years after completion or termination of the Services under this Agreement all the documents mentioned in Paragraph 13.a above.
- c. Under California Government Code 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement. This Section shall survive expiration or termination of this Agreement.

14. OWNERSHIP OF DOCUMENTS:

- a. All documents, in any format or media, prepared by or on behalf of Consultant in connection with the Project are to be considered instruments of service for the execution of the Project. UMRWA shall retain any and all intellectual and property rights in these documents, whether or not the Project is completed. Such documents may not be used for any other purpose without the prior written agreement of UMRWA. However, Consultant shall have a permanent non-exclusive, royalty-free license to use any concept, product or process which is patentable or capable of trademark, produced by or resulting from the Services rendered by Consultant in connection with the Project, for the life of said Project.
- b. Consultant shall not use, infringe upon, or appropriate any such concepts, products, or processes without the express written permission of UMRWA. In the event any of UMRWA's documents are subsequently reused and/or modified in any respect by Consultant without UMRWA's prior consent, Consultant shall hold harmless and indemnify UMRWA from any claims, actions, suits advanced on account of said reuse or modification.

15. NOTICES: Any notices, written statements, and payments hereunder shall be deemed to have been given when mailed postage prepaid by certified mail, registered mail, or via email with receipt of reply, to the party entitled thereto at its address noted at the top of this Agreement or at such other latest address as it may designate in writing to the other party for this purpose.

16. WAIVER: Failure by one Party to notify the other Party of a breach of any provision of this Agreement shall not constitute a waiver of any continuing breach. Failure by one Party to enforce any of its rights under this Agreement shall not constitute a waiver of those rights. The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision hereof.

17. GOVERNING LAW: The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be interpreted and governed by the laws of the place of the project.

18. LEGAL CONSTRUCTION: In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

19. ENTIRE AGREEMENT: This Agreement supersedes any and all other agreements, either oral or in writing, between the parties relating to the subject matter of this Agreement and is the entire understanding and agreement related thereto. This Agreement may be amended by mutual consent

of the parties in writing to be attached hereto and incorporated herein, executed by UMRWA's and the Consultant's respective representatives.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names by their duly authorized representatives.

UMRWA

MEGAN LAYHEE

Error! Reference source not found.

By:

By:

Name: Richard Sykes

Name: Megan Layhee

Title: Executive Officer

Title: Environmental Consultant

EXHIBIT A

MEGAN LAYHEE – SCOPE of WORK (Forest Projects Plan – Phase 2)

Task	Details	Estimated hours/ month
Project Management	Assist UMRWA ED in providing day to day oversight and direction to Stantec for its work on the Phase 2 Planning Project. Includes reviewing and commenting on all Stantec draft work products.	20
ACCG Liaison	Represent UMRWA at ACCG Planning Work Group Meetings and Ad Hoc Phase 2 Work Group Meetings, including preparation of agenda items, presentations, and related work to ensure ACCG input on FPP Phase 2. Attend and present as requested at ACCG General Meetings	8
Phase 2 Project Implementation Meetings	Attend weekly core team meetings, weekly Modelling Team meetings, monthly Partnership Team meeting, monthly ID team meetings, quarterly Technical Advisory Group Meetings and quarterly Stakeholder meetings. Ensure Stantec is well prepared for each meeting and pre-meeting packages are complete and transmitted timely.	24
Technical and other Support	Support activities related to modelling (Planscape only), data collection, GIS, mapping, NEPA and CEQA documentation.	20
Averagetotalhourspermonth		72

EAST BAY MUNICIPAL UTILITY DISTRICT

DATE: January 4, 2024

MEMO TO: Board of Directors

THROUGH: Clifford C. Chan, General Manager *CCC*

FROM: Kathy Viatella, Manager of Legislative Affairs *KV*

SUBJECT: State Legislative Priorities for 2024 Legislative Year

SUMMARY

Each year the Office of Intergovernmental Affairs, in consultation with the Senior Management Team, develops specific legislative priorities for the coming year. These priorities represent focus areas for EBMUD that are likely to be before the legislature. In addition to these specific priorities, staff will continue to assess all legislation throughout the year for a nexus to EBMUD operations and policy objectives and route relevant bills to designated staff for feedback. The following issues will be discussed at the January 9, 2024 Legislative/Human Resources Committee and will be brought to the Board for consideration at its January 9, 2024 meeting.

NEXT STEPS

For 2024, the Office of Intergovernmental Affairs is proposing the following legislative priorities listed in alphabetical order below and in the summary table. Detailed evaluations are set forth in the attachment.

- **Climate Change** – Advance EBMUD’s interests related to climate change, including wildfire and forest resilience in the context of providing reliable water and wastewater service.
- **Customer Assistance** – Seek constructive ways to advance EBMUD’s interests as the administration and the legislature consider ways to provide assistance to water and wastewater customers to address customer affordability.
- **Diversity, Equity, and Inclusion** – Advance EBMUD’s DEI interests in workforce development and diversity as the legislature and administration continue to consider DEI issues in the context of policy development.
- **Water Quality** – Advance EBMUD’s interests in legislative and policy discussions on water quality issues.

- **Water Supply Reliability and Resiliency** – Protect and advance EBMUD’s interests in the context of water supply reliability and resiliency, including water rights modernization, water management, and the Mokelumne River fishery.

LEGISLATIVE PRIORITY	2024 RECOMMENDATIONS
Climate Change	<p>Proceed – Advance EBMUD’s interests related to climate change, including wildfire and forest resilience in the context of providing reliable water and wastewater service.</p> <ol style="list-style-type: none">1. Continue to monitor discussions and evaluate climate change legislation with particular attention on those areas that have a direct nexus to EBMUD operations and EBMUD’s Climate Action Plan and bring specific legislative proposals to the Board for discussion and consideration, as appropriate.2. Continue to evaluate legislation on wildfire and forest resilience and bring specific legislative proposals with a nexus to EBMUD to the Board for discussion and consideration, as appropriate, including opportunities for EBMUD to engage through its role in UMRWA and other partner organizations like the East Bay Regional Parks District.
Customer Assistance	<p>Proceed – Seek constructive ways to advance EBMUD’s interests as the administration and the legislature consider ways to provide assistance to water and wastewater customers to address customer affordability. EBMUD will continue to monitor customer assistance legislation and engage and share information on EBMUD’s Customer Assistance Program (CAP) and water conservation incentives to help shape future legislation.</p> <ol style="list-style-type: none">1. Bring relevant legislative proposals related to customer assistance to the Board for discussion and consideration, as appropriate.

State Legislative Priorities for 2024 Legislative Year

Board of Directors

January 4, 2024

Page 3

Diversity, Equity, and Inclusion	<p><u>Proceed</u> – Advance EBMUD’s DEI interests in workforce development and diversity as the legislature and administration continue to consider DEI issues in the context of policy development.</p> <ol style="list-style-type: none">1. Seek opportunities to advance District interests in policy discussions that support the objectives of the DEI Strategic Plan and bring relevant legislative proposals to the Board for discussion and consideration, as appropriate.2. Seek opportunities to advance District interests for workforce development opportunities, if appropriate, including the potential for oil and gas workers to transition to jobs in the water and wastewater sector as well as for EBMUD’s overall strategic workforce development and educational partnerships.
Water Quality	<p><u>Proceed</u> – Advance EBMUD’s interests in legislative and policy discussions on water quality issues. Water quality issues from both a drinking water and wastewater discharge to receiving waters standpoint are expected to be discussed in the legislature in 2024.</p> <ol style="list-style-type: none">1. Actively engage with the legislature and stakeholders on water quality issues, including in relevant funding discussions, as appropriate.2. Continue to evaluate legislation and bring specific legislative proposals to the Board for discussion and consideration, as appropriate.
Water Supply Reliability and Resiliency	<p><u>Proceed</u> – Protect and advance EBMUD’s interests in the context of its water supply reliability and resiliency, water rights modernization, water management, and the Mokelumne River fishery.</p> <ol style="list-style-type: none">1. Continue to actively seek opportunities to engage with the administration and legislature to provide EBMUD’s perspective on potential legislation that could impact EBMUD’s water supply reliability and resiliency water rights modernization, water management, conjunctive use of surface water and groundwater resources, and the Mokelumne River fishery and bring specific legislative proposals to the Board for discussion and consideration, as appropriate.

CCC:KCV:DM/JW

Attachment: State Legislative Priorities - 2024

STATE LEGISLATIVE PRIORITIES – 2024**CLIMATE CHANGE: ADVANCE EBMUD’S INTERESTS RELATED TO CLIMATE CHANGE, INCLUDING WILDFIRE AND FOREST RESILIENCE IN THE CONTEXT OF PROVIDING RELIABLE WATER AND WASTEWATER SERVICE**

The state’s response to climate change, including forest health and wildfire prevention, continues to be a key focus in policy and fiscal discussions in the administration and legislature. In 2023 the administration and the legislature, notwithstanding an almost \$32 billion budget deficit, agreed to maintain \$52.3 billion in funding over six years to support climate investments, including the transition to a clean energy grid and zero emission vehicles along with funding for wildfire and forest resilience and other adaptation measures. Discussions of the state’s response to climate change are expected to continue in 2024 and are likely to include further policy initiatives and funding to support climate resiliency.

BACKGROUND

In 2023, the administration and legislature considered numerous climate-change related bills with a particular focus on how to prepare for and meet the state’s goals for reaching net-zero greenhouse gas emissions (GHG) by 2045 and clean energy targets, as well as achieving the goal of 100 percent of new car sales to be zero-emission vehicles (ZEVs) by 2035. The discussion of how best for the state to achieve these goals will continue in 2024 and could include topics such as building decarbonization, infrastructure needed to support the move to clean energy, reliability, consumer costs, and equity considerations.

EBMUD continues to pursue greening its vehicle fleet, as well as increasing the use of renewable energy through the District’s own generation of electricity from hydropower, solar, and biogas. In September 2023, EBMUD’s Board of Directors voted to make the District’s wastewater operations carbon neutral by 2030, thus accelerating efforts already underway and ensuring consistency with the efforts of water operations. An update to EBMUD’s 2021 Climate Action Plan is planned for early 2024.

With respect to wildfire and forest resilience, EBMUD undertakes annual fuels reduction and wildfire mitigation efforts in its service area, including collaboration with partners like the East Bay Regional Parks District. EBMUD continues to work through the Upper Mokelumne River Watershed Authority (UMRWA) on forest health in the Mokelumne River watershed. In 2023, UMRWA launched its Forest Projects Plan Phase 1, which will conduct forest treatments on 26,000 acres in the Eldorado National Forest. UMRWA plans to complete the work by 2031. UMRWA is also beginning planning for Phase 2, which would include 225,000 acres of forest treatments in the Stanislaus and Eldorado National Forests.

Despite a state budget shortfall in 2023, the legislature and administration largely maintained climate change-related funding commitments made in prior budgets. For example, the fiscal year (FY) 2023-24 state budget maintained \$2.7 billion (of \$2.8 billion over four years provided in the FY 2021 and 2022 budgets) over four years for investments in restoring forest and wildland

health to continue to reduce the risk of catastrophic wildfires in the face of extreme climate conditions. The FY 2023-24 budget also maintained \$10.1 billion over six years in investments to the state's ZEV agenda, which includes pursuing ZEV short-haul trucks and school buses, accelerating equitable electrification of passenger vehicles, and infrastructure. On the topic of clean energy, the FY 2023-24 budget included \$7 billion in investments in areas such as building decarbonization, transmission development, and long-duration energy storage. However, the Legislative Analyst's Office recently released its fiscal outlook for FY 2024-25 which estimates California faces a \$68 billion budget deficit. Given the large budget deficit, it is uncertain if the climate change-related funding commitments made in prior budgets will be maintained in the upcoming budget year.

NEXT STEPS

Climate change discussions are expected to continue in 2024 and will likely include the areas covered above as well as other issues of interest to EBMUD such as water/energy nexus, workforce transition, renewable energy, grid reliability, electrification, carbon neutrality, greening of vehicle fleets and expansion of charging infrastructure, improving habitat and access for salmon, responding to sea level rise, harmful algal blooms, and water supply resilience.

While legislative wildfire-related actions in 2023 were focused on maintaining and providing some additional programmatic funding in the state budget to bolster relevant state departments and existing grant programs; 2023 saw minimal activity in the legislative and budget realm on new wildfire resilience and management efforts. Discussions on wildfire resilience will likely continue in 2024, depending on the state's fiscal condition and priorities of legislators.

Staff will continue to advance EBMUD's climate change related interests as detailed below.

1. Continue to monitor discussions and evaluate climate change legislation with particular attention on those areas that have a direct nexus to EBMUD operations and EBMUD's Climate Action Plan and bring specific legislative proposals to the Board for discussion and consideration, as appropriate.
2. Continue to evaluate legislation on wildfire and forest resilience and bring specific legislative proposals with a nexus to EBMUD to the Board for discussion and consideration, as appropriate, including opportunities for EBMUD to engage through its role in UMRWA and other partner organizations like the East Bay Regional Parks District.

CUSTOMER ASSISTANCE: SEEK CONSTRUCTIVE WAYS TO ADVANCE EBMUD'S INTERESTS AS THE ADMINISTRATION AND THE LEGISLATURE CONSIDER WAYS TO PROVIDE ASSISTANCE TO WATER AND WASTEWATER CUSTOMERS TO ADDRESS CUSTOMER AFFORDABILITY

Water affordability, especially for low-income households, will remain a key issue for the legislature and administration in 2024. Past efforts to establish a permanent ratepayer assistance program for low-income water and wastewater customers were put on hold until a funding source could be identified. In 2023, customer assistance legislation focused on extending shut-off protections to customers of small water agencies and providing additional financial assistance to address debts of low-income customers impacted by the COVID-19 pandemic. Further discussions on these topics as well as how to expand assistance for water and wastewater customers may continue in 2024.

BACKGROUND

In 2023, the legislature and administration continued to focus on ways to provide assistance to water and wastewater customers, both through policy and budget discussions.

SB 3 (Dodd, Chapter 855, Statutes of 2023) expanded the scope of the Water Shutoff Protection Act by: 1) applying the Act's protections for customers of small community water systems (those with fewer than 200 service connections); 2) requiring water systems provide deferred or reduced payments and alternative payment schedules to all customers, not just those meeting certain conditions; and 3) expanding the attorney general's authority to bring an action in state court for specified actions declared to be unlawful by the bill's provisions. There may be additional efforts to clarify provisions in the Act in 2024 based on unresolved issues in the legislation from 2023.

As part of the FY 2023-2024 budget package, SB 122 (Committee on Budget & Fiscal Review), extended the California Water and Wastewater Arrearage Payment Program (CWWAPP) through December 31, 2022, to further reduce unpaid customer arrearages resulting from the COVID-19 pandemic. An estimated \$600 million was allocated for CWWAPP to address qualifying customer arrearages through this extended date.

Although AB 1072 (Wicks) did not move forward in 2023 due to fiscal constraints, the bill or other similar efforts to require urban water suppliers to offer incentives to low-income customers for water efficiency and conservation devices may continue in 2024.

NEXT STEPS

In 2024, EBMUD will continue to monitor customer assistance legislation and engage and share information on EBMUD's Customer Assistance Program (CAP) and water conservation incentives to help shape future legislation.

1. Bring relevant legislative proposals related to customer assistance to the Board for discussion and consideration, as appropriate.

DIVERSITY, EQUITY, AND INCLUSION (DEI): ADVANCE EBMUD’S DEI INTERESTS IN WORKFORCE DEVELOPMENT AND DIVERSITY AS THE LEGISLATURE AND ADMINISTRATION CONTINUE TO CONSIDER DEI ISSUES IN THE CONTEXT OF POLICY DEVELOPMENT

Diversity, equity, and inclusion will continue to be a focus area for the administration and the legislature in 2024, as well as for EBMUD.

BACKGROUND

In 2023, the legislature considered diversity, equity, and inclusion issues in several areas, including workforce diversity and workforce development programs, and ways to leverage state funding to enhance diversity and equity goals.

AB 735 (Berman), which EBMUD supported, would have established the High Road Utility Careers program to connect individuals from underserved and unrepresented communities interested in careers in the utility sector with existing training programs and other resources. The bill, modeled after a joint Jewish Vocational Services and Baywork High Road Training Partnership program in the Bay Area to create high road career pathways in the water and wastewater sector, was intended to ensure a continued reliable workforce for utilities statewide, including utilities that provide water and wastewater service. Unfortunately, the bill did not pass the Assembly Appropriations Committee.

In August of 2023, Governor Newsom signed an executive order (EO) to launch a new career education effort to prepare students and adults for the workforce of tomorrow. The EO directed various agencies and departments to prepare a “Master Plan on Career Education” by October 1, 2024, to align and integrate state-funded programs to prepare students and workers for high-paying careers, and those that may not necessarily require a college degree. Preliminary recommendations from agencies and other interested stakeholders are requested for submittal to the Governor on or before December 1, 2023, including potential budget and legislative changes that would promote delivery of the objectives of the EO.

In 2024, administrative and legislative discussions could include ways to expand workforce development and workforce transition programs to support the transition to zero- or low-level carbon emissions economy, including the need to support workers transitioning away from the oil and gas sector. EBMUD will continue to look for opportunities to highlight the water and wastewater industry as a viable career pathway as part of workforce development and workforce transition discussions.

Efforts are continuing for EBMUD’s own Diversity, Equity, and Inclusion (DEI) Strategic Plan. In February 2022, the EBMUD Board approved the DEI Strategic Plan, a five-year plan which is centered around five strategic pillars including leadership commitment, workforce diversity, inclusive culture, supplier diversity, and social responsibility.

NEXT STEPS

Discussions on diversity, equity, and inclusion will likely continue in 2024, depending on the state's fiscal condition and priorities of legislators. This could be through policy changes as well as by providing limited funding opportunities in areas that may be aligned with the District's DEI Strategic Plan, such as promoting workforce development and workforce diversity.

1. Seek opportunities to advance District interests in policy discussions that support the objectives of the DEI Strategic Plan and bring relevant legislative proposals to the Board for discussion and consideration, as appropriate.
2. Seek opportunities to advance District interests for workforce development opportunities, if appropriate, including the potential for oil and gas workers to transition to jobs in the water and wastewater sector as well as for EBMUD's overall strategic workforce development and educational partnerships.

WATER QUALITY: ADVANCE EBMUD'S INTERESTS IN LEGISLATIVE AND POLICY DISCUSSIONS ON WATER QUALITY ISSUES

Legislative and administrative discussions on the issue of addressing contaminants of emerging concern, including perfluoroalkyl or polyfluoroalkyl substances (PFAS) and microplastics, have been ongoing and will likely continue in 2024.

BACKGROUND

The legislature and administration have taken several actions related to contaminants of emerging concern, including PFAS, in recent years. In 2021 and 2022 the legislature passed, and the governor signed, multiple bills that limited or banned PFAS in consumer products. In 2023, there were additional legislative attempts to eliminate the use of PFAS in consumer products including the following bills which EBMUD supported.

AB 727 (Weber) would have banned the sale of cleaning products containing PFAS beginning January 1, 2026, and floor finishers and sealers containing PFAS beginning January 1, 2028.

AB 1423 (Schiavo) would have prohibited the sale of artificial turf containing PFAS beginning January 1, 2026. AB 1423 would also have prohibited public entities including schools from purchasing or installing artificial turf containing PFAS beginning January 1, 2026.

Governor Newsom vetoed these bills. The veto messages indicated that while the governor supported the intent of the bills and had signed similar legislation in the past, these bills were proving difficult to implement due to lack of regulatory oversight and enforcement, and thus not providing enhanced protection to California consumers. The governor directed the Department of Toxic Substances Control to work with the bills authors and the legislature to consider alternative approaches to regulating PFAS in consumer products.

The administration has also taken several PFAS and microplastic-related actions in recent years. The State Water Resources Control Board's (SWRCB) Division of Drinking Water has initiated phased monitoring orders that prioritize monitoring based on the vulnerability of each water source to PFAS contamination and has established notification and response levels for four PFAS.

Under the phased PFAS monitoring requirement, EBMUD monitors the Freeport Regional Water Facility intake in coordination with Sacramento County Water Agency. EBMUD's local and upcountry watersheds are considered more protected against PFAS contamination and are not included in the state's monitoring orders.

The SWRCB continues to develop regulations for microplastics in drinking water and will be conducting a small pilot program, which EBMUD will be participating in, to sort out details of the recommended analytical procedures and sampling protocols.

NEXT STEPS

In 2024, the administration and legislature are likely to continue discussing ways to address PFAS and other contaminants of emerging concern, such as microplastics, in water and wastewater. Discussions could include the creation of new programs to effectively regulate PFAS and other contaminants of emerging concern.

1. Actively engage with the legislature and stakeholders on water quality issues, including in relevant funding discussions, as appropriate.
2. Continue to evaluate legislation and bring specific legislative proposals to the Board for discussion and consideration, as appropriate.

WATER SUPPLY RELIABILITY AND RESILIENCY: PROTECT AND ADVANCE EBMUD'S INTERESTS IN THE CONTEXT OF ITS WATER SUPPLY RELIABILITY AND RESILIENCY, INCLUDING WATER RIGHTS MODERNIZATION, WATER MANAGEMENT, AND THE MOKELUMNE RIVER FISHERY

Water supply reliability and resiliency, as well as related topics such as water rights modernization and Voluntary Agreements/Bay-Delta issues and flood management, will likely continue to be key focus areas for the administration and legislature in 2024.

BACKGROUND

According to the Department of Water Resources (DWR), 2023 demonstrated California's extreme climate variability "ending the state's driest consecutive three-year period with one of the snowiest years of record." The wet conditions may continue into 2024 with the National Oceanic and Atmospheric Administration expecting wetter than average conditions for much of California and the West this winter.

In October 2023, Governor Newsom’s administration released a One-Year Progress Report (Progress Report) with updates on actions state agencies took to execute key priorities for increasing water supplies in response to extreme weather patterns outlined in the administration’s 2022 California’s Water Supply Strategy. The Progress Report included details on actions taken in four categories: 1) developing new water supplies through recycling and desalination; 2) capturing and saving more stormwater, above and below ground; 3) reducing use of water in cities and on farms; and 4) improving all water management actions with better data, forecasting, conveyance, and improved administration of water rights.

In 2023, the legislature considered ways to improve water management actions, with better water data, forecasting, and improvements in the administration of water rights. Several bills of interest included:

AB 30 (Ward) updates and broadens DWR’s atmospheric rivers program to ensure DWR can continue improving atmospheric river prediction capabilities and forecast models, which could better inform reservoir operations and flood management. AB 30 was signed into law.

SB 389 (Allen) authorizes the State Water Resources Control Board (SWRCB) to investigate and ascertain whether a water right is valid and issue an information order in furtherance of an investigation, as executed by the executive director of the SWRCB, as specified. The bill also authorizes a diversion or use of water ascertained to be unauthorized to be enforced as a trespass, as specified. SB 389 was signed into law.

AB 460 (Bauer-Kahan) would grant the SWRCB broad latitude to issue immediate interim relief and dispense with notice and a hearing to prevent imminent or irreparable injury to other legal users of water or to instream beneficial uses. The bill’s broad and ambiguous approach to interim relief would put water rights holders in the position of not knowing which uses the SWRCB will prohibit and enforce and would not allow a water right holder sufficient time to respond once an interim relief order has been issued. AB 460 did not advance out of the legislature in 2023 and is a two-year bill.

AB 1337 (Wicks) would expand the SWRCB authority to issue curtailment orders to apply during any water year type when water is not available under the diverter’s priority of right and would allow curtailments outside of a drought emergency. AB 1337 did not advance out of the legislature in 2023 and is a two-year bill.

In addition, the state’s fiscal year 2023-2024 budget included an increase of approximately \$27 million over two years to support reactivation and deployment of priority stream gages consistent with the California Stream Gaging Prioritization Plan released in 2022 to improve data collection of streamflow and other water data.

The administration’s continuing efforts to implement the 2022 California’s Water Supply Strategy will likely inform 2024 legislative discussions related to water supply including modernizing the administration of water rights, and managing water resources to prepare for changing climate, future droughts, and flood management.

In addition, the SWRCB's update of the Bay-Delta Water Quality Control Plan (Bay-Delta Plan) has the potential to impact EBMUD's water supply reliability and the Mokelumne River fishery. EBMUD continues to engage in discussions with the administration on the Voluntary Agreements, an alternative approach to updating the Bay-Delta Plan. In 2024, legislative discussions pertaining to the Bay-Delta Plan and the Voluntary Agreements could occur. Any legislation in this area has the potential to affect access to water supplies, the Mokelumne River fishery, and may have implications for water rights.

NEXT STEPS

Water supply reliability and resiliency will likely continue to be a topic of discussion for the legislature and administration in 2024, especially as California needs to plan for the extremes of drought and very wet weather. Policy discussions are likely to focus on water supply, water rights modernization, water management, and resiliency including capturing more rain in wet years, such as through groundwater recharge, preparing for the next drought, and flood management among other topics.

Staff will continue to work to protect and advance EBMUD's interests, particularly in the context of EBMUD's water supply reliability and resiliency, including water rights modernization, water management, conjunctive use of surface water and groundwater resources, and the Mokelumne River fishery.

1. Continue to actively seek opportunities to engage with the administration and legislature to provide EBMUD's perspective on potential legislation that could impact EBMUD's water supply reliability and resiliency, including water rights modernization, water management, conjunctive use of surface and groundwater resources, and the Mokelumne River fishery and bring specific legislative proposals to the Board for discussion and consideration, as appropriate.

EAST BAY MUNICIPAL UTILITY DISTRICT

DATE: January 4, 2024

MEMO TO: Board of Directors

THROUGH: Clifford C. Chan, General Manager *CCC*

FROM: Kathy Viatella, Manager of Legislative Affairs *KV*

SUBJECT: Federal Priorities for 2024

SUMMARY

Each year the Office of Intergovernmental Affairs develops specific priorities for the upcoming year. The priorities represent important focus areas for EBMUD that are likely to come before Congress. In addition to these specific priorities, staff will assess federal actions throughout the year for a nexus to EBMUD operations and policy objectives and will bring relevant items to the Board for consideration as appropriate. An overview of the current federal climate and a summary of the four priorities are included below. The attachment provides greater detail about each priority. The issues will be discussed at the January 9, 2024 Legislative/Human Resources Committee and will be brought to the Board for consideration at its January 9, 2024 meeting.

OVERVIEW

The 118th Congress convened on January 3, 2023, with a closely divided House and Senate, which complicated the policymaking process last year. In this second year of the 118th Congress, expected focus areas with a nexus to EBMUD include climate resilience, water quality, infrastructure spending oversight, and water supply reliability and natural resources protection. With the increasingly vocal concerns about the federal deficit and political differences over spending levels, and with 2024 being an election year, Congress is likely to be mired in gridlock during the upcoming year. We anticipate any final legislative resolutions will likely be deferred until the “lame duck” session in November.

The Biden administration will continue implementing its climate agenda, including distributing project funding. On the regulatory front, the Biden administration is expected to continue to advance environmental justice, protect natural resources, reduce future drought impacts, and focus on assistance to economically disadvantaged communities. Within these broad priorities, Congress is likely to consider several issues relevant to EBMUD’s operations and policy objectives including climate change resiliency, perfluoroalkyl or polyfluoroalkyl substances (PFAS), funding for water infrastructure projects, and continued implementation of the Build America Buy America mandates.

EBMUD's 2024 federal priorities have been developed based on known congressional areas of interest at this time and are consistent with EBMUD's mission to provide reliable, high-quality water and wastewater services, and to preserve and protect the environment for future generations. The federal priorities are focused on addressing areas of opportunity, need, and risk for EBMUD within the context of the Biden administration's and expected congressional priorities.

NEXT STEPS

For 2024, the Office of Intergovernmental Affairs is proposing four federal priorities listed in alphabetical order below and in the summary table. Detailed evaluations of each priority are included in the attachment.

1. **Climate Change Resiliency** – Actively assess and seek opportunities to engage in climate change policies and potential funding opportunities that promote EBMUD priorities to ensure safe, reliable, and resilient water and wastewater services.
2. **Infrastructure and Other Funding Assistance** – Advance EBMUD's funding needs through relevant programmatic funding opportunities and congressionally directed spending, if available.
3. **Water Quality** – Monitor the development of relevant water quality and pollution prevention-related legislation and policies at the federal level and work to ensure EBMUD's interests are effectively communicated, including through appropriate national associations.
4. **Water Supply Reliability and Natural Resources Protection** – Advance EBMUD's interests in water supply reliability and supporting the Mokelumne River fishery.

Federal Priority	2024 RECOMMENDATIONS
<p>1. Climate Change Resiliency</p>	<p>Proceed - Actively assess and seek opportunities to engage in climate change policies and potential funding opportunities that promote EBMUD priorities to ensure safe, reliable, and resilient water and wastewater services.</p> <ol style="list-style-type: none"> 1. Monitor programmatic funding opportunities consistent with EBMUD’s Climate Action Plan to mitigate and adapt to climate change. 2. Identify potential opportunities to advance EBMUD’s interests in efforts to address forest and watershed health and wildfire prevention and response, and identify potential opportunities for EBMUD to engage, particularly on federal lands and through its role in the Upper Mokelumne River Watershed Authority (UMRWA). 3. Continue to highlight the water and wastewater sector as a viable career pathway in discussions regarding workforce development and transition efforts.
<p>2. Infrastructure and Other Funding Assistance</p>	<p>Proceed - Advance EBMUD’s funding needs through relevant programmatic funding opportunities and congressionally directed spending, if available.</p> <ol style="list-style-type: none"> 1. Continue to advance EBMUD’s comprehensive water and wastewater infrastructure funding needs via federal funding opportunities, including programmatic funding. 2. Pursue additional opportunities for congressionally directed spending and/or seek funding off existing authorizations for EBMUD projects, as appropriate. 3. Actively monitor discussions to establish a federally funded permanent low-income ratepayer assistance program and bring relevant legislative proposals to the Board for discussion and consideration, as appropriate.

<p>3. Water Quality</p>	<p>Proceed - Monitor the development of relevant water quality and pollution prevention-related legislation and policies at the federal level and work to ensure EBMUD’s interests are effectively communicated, including through appropriate national associations.</p> <ol style="list-style-type: none"> 1. Continue to work through relevant water and wastewater industry associations to ensure appropriate standards are established under the Safe Drinking Water Act; Clean Water Act; and Superfund; and to support efforts to eliminate the use of PFAS, establish producer responsibility, maintain the “polluter pays principle” for clean-up responsibilities for Superfund, and seek expanded federal assistance for PFAS treatment in the water and wastewater sectors, as appropriate. 2. Pursue opportunities to advance EBMUD’s interests in water quality and contaminants of emerging concern-related discussions, as appropriate.
<p>4. Water Supply Reliability and Natural Resources Protection</p>	<p>Proceed - Advance EBMUD’s interests in water supply reliability and supporting the Mokelumne River fishery.</p> <ol style="list-style-type: none"> 1. Protect EBMUD’s Mokelumne River water supplies and seek to preserve EBMUD’s access to water transfers and its Central Valley Project (CVP) contract supplies. 2. Protect the Mokelumne River fishery, including working to ensure that any policy or program revision, or project or project-related activity that is likely to affect the Mokelumne River fishery includes mitigation for the impacts by the responsible parties. 3. Work with other Municipal and Industrial (M&I) CVP contractors to safeguard CVP policies that support M&I contractors, including access to adequate water supplies. 4. Protect EBMUD’s regional water supply programs and projects, including the Freeport Regional Water Project.

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Attachment: Federal Priorities - 2024

FEDERAL PRIORITIES – 2024

CLIMATE CHANGE RESILIENCY

President Biden announced the release of the fifth National Climate Assessment in November 2023 which shows that climate change-related extreme weather events pose a rapidly intensifying threat – one that the Assessment estimates costs the U.S. at least \$150 billion each year, and that disproportionately affects underserved and overburdened communities. Funding for climate change efforts, specifically the implementation of the Inflation Reduction Act (IRA) signed into law in August 2022, is ongoing and directs several billion dollars to support states' climate efforts, including funds for building electrification, energy efficiency initiatives, and heavy-duty zero emission vehicles and charging infrastructure.

Congress and the Biden administration will continue to focus on climate change in 2024, although it is highly unlikely that expansion of current climate laws can be expected to pass in the next year given the divided Congress. Although the breadth and scope of climate change and resiliency discussions are unclear, the issues are likely to be subject to debate throughout the year and into the “lame duck” session. Topics relevant to EBMUD, viewed through the lens of climate change include water supply reliability and resilience, fisheries, infrastructure, forest and watershed health, wildfire prevention and response, renewable energy, and workforce transition and development.

EBMUD is addressing climate change through multiple mitigation and adaptation efforts, as well as enhanced District commitments. EBMUD is continuing to implement the goal of ensuring water operations are carbon neutral by 2030. In September 2023, EBMUD's Board of Directors voted to make the District's wastewater operations carbon neutral by 2030, thus accelerating efforts already underway and ensuring consistency with the efforts of water operations. EBMUD's Climate Action Plan, originally developed in 2021, will be updated and provided to the Board in early 2024.

EBMUD's mitigation strategies include continuing to look for opportunities to use energy more efficiently, to pursue greening EBMUD's vehicle fleet, and to increase the use of renewable energy through the District's own generation of electricity from hydropower, solar, and biogas. EBMUD's adaptation strategies include diversification of water supplies, enhanced water quality and ecosystem protection, and investment in resilient infrastructure to augment responses to sea level rise, floods, changes in water quality, and drought conditions.

EBMUD continues to work through the Upper Mokelumne River Watershed Authority (UMRWA) on forest health in the Mokelumne River watershed. In 2023, UMRWA adopted Phase 1 of its Forest Projects Plan, which includes a plan for treating 26,000 acres of watershed forests over an eight-year time frame. To complete this work, UMRWA continues to pursue grant funding and, when grants are secured, administer and implement those grant projects. In addition to grant opportunities through U.S. Forest Service (Forest Service), the Federal Emergency Management Agency, and U.S. Department of Agriculture, there continues to be an

opportunity under the Bipartisan Infrastructure Law for the Mokelumne River watershed to be designated as a landscape investment area through the Forest Service's 10-year Implementation Plan.

As part of climate change discussions, Congress may continue to consider ways to expand workforce development and workforce transition programs to support the zero- or low-level carbon emissions technologies and industries of importance to the water sector.

NEXT STEPS

Work with EBMUD's congressional delegation, the administration, relevant congressional committees, and other stakeholders, as appropriate, to:

1. Monitor programmatic funding opportunities consistent with EBMUD's Climate Action Plan to mitigate and adapt to climate change.
2. Identify potential opportunities to advance EBMUD's interests in efforts to address forest and watershed health and wildfire prevention and response; and identify potential opportunities for EBMUD to engage through its role in UMRWA.
3. Continue to highlight the water and wastewater sector as a viable career pathway in discussions regarding workforce development and transition efforts.

INFRASTRUCTURE AND OTHER FUNDING ASSISTANCE

Congress advanced funding through the Bipartisan Infrastructure Law (BIL) and the Inflation Reduction Act (IRA) for infrastructure and clean energy programs and such funding is not likely to be influenced by budget cuts that may emerge in 2024. As the 118th session continues, Congress is likely to focus on two distinct infrastructure issues: 1) the Water Resources Development Act (WRDA) and 2) western water legislation. Final passage of these bills is unlikely before the lame duck session.

The \$1.2 trillion BIL that passed in 2021 contained \$550 billion in additional funding for the U.S. Environmental Protection Agency, U.S. Bureau of Reclamation, and the U.S. Army Corps of Engineers to fund water and wastewater projects through existing programs until 2026. IRA, signed into law in August 2022, directed several billion dollars to support states' climate and clean energy efforts. Opportunities may arise to apply for programmatic grant funding through BIL and IRA for the advancement of EBMUD's comprehensive water and wastewater funding needs and climate-related activities.

The 117th Congress saw a return to congressionally directed spending, otherwise known as earmarks, after a long absence. EBMUD secured \$3.5 million for its Upper San Leandro Drinking Water Treatment Improvements project as part of the FY 2022 spending bill package. EBMUD also secured \$3 million as part of the FY 2023 spending bill for the East Bayshore

Recycled Water Project, from an existing \$25 million authorization in the 2007 WRDA bill for recycled water treatment facilities within the EBMUD service area.

Congressionally directed spending is expected to continue through the remainder of the 118th Congress. However, the success of any final spending decisions will rest on the requirements contained in the Fiscal Responsibility Act to pass spending bills by certain dates or risk across-the-board cuts. This lessens the likelihood of a year-long continuing resolution, which would preclude any congressionally directed spending. Additionally, an opportunity may arise to increase EBMUD's 2007 WRDA authorization for recycled water projects if Congress acts on a 2024 WRDA bill.

Congressional interest in establishing a permanent rate assistance program for low-income water and wastewater customers is strong, but it is unclear how such a program would be funded. The existing Low-Income Household Water Assistance Program (LIHWAP), which was rolled out in California in June 2022 to reduce arrearages and rates to low-income households, is set to expire in March 2024. EBMUD will continue to engage in and monitor these efforts.

NEXT STEPS

Staff will continue to communicate to EBMUD's congressional delegation the importance of EBMUD projects and priorities and how local communities and ratepayers would benefit from funding.

1. Continue to advance EBMUD's comprehensive water and wastewater infrastructure funding needs via federal funding opportunities, including programmatic funding.
2. Pursue additional opportunities for congressionally directed spending and/or seek funding from existing authorizations for EBMUD projects, if available. Seek enhanced authorization through WRDA 2024, if available.
3. Actively monitor discussions to establish a federally funded permanent low-income ratepayer assistance program and bring relevant legislative proposals to the Board for discussion and consideration, as appropriate.

WATER QUALITY

Congress and the Biden administration continue to discuss water quality issues. Discussions will include topics such as perfluoroalkyl or polyfluoroalkyl substances (PFAS) in drinking water supplies, wastewater discharges, and biosolids. Discussions may also include contaminants of emerging concern, as well as pollution prevention measures. The U.S. Environmental Protection Agency (U.S. EPA) continues to implement its 2021 PFAS Strategic Roadmap (Roadmap) with the issuance of proposed drinking water standards (or maximum contaminant levels) for six PFAS and proposed non-enforceable maximum contaminant level goals for the same set of PFAS. U.S. EPA also continues to consider designating PFAS as hazardous substances under the

Comprehensive Environmental Response, Compensation, and Liability Act (known as Superfund). Congress continues to consider PFAS-related legislation, such as designation of PFAS as hazardous substances under Superfund including the breadth and extent of impacts from such a designation and any appropriate exemptions from Superfund liability, and source control measures. In addition to water quality issues, the proper labeling of wet wipes to avoid disposal in wastewater systems, could garner attention in 2024.

Administrative and legislative discussions regarding PFAS, contaminants of emerging concern, and other pollution prevention measures have the potential to affect EBMUD's water and wastewater operations. For example, designating PFAS as hazardous substances could impact wastewater treatment facilities, such as EBMUD's, by requiring that biosolids containing PFAS be considered hazardous waste and disposed of as such. The hazardous waste designation would also potentially subject wastewater treatment facilities to liability for PFAS present in biosolids.

NEXT STEPS

Staff will monitor the development of water quality-related legislation and policies at the federal level and work to ensure EBMUD's interests are effectively communicated, including through appropriate national associations.

1. Continue to work through relevant water and wastewater industry associations to ensure appropriate standards are established under the Safe Drinking Water Act; Clean Water Act; and Superfund; and to support efforts to eliminate the use of PFAS, establish producer responsibility, maintain the "polluter pays principle" for clean-up responsibilities for Superfund, and seek expanded federal assistance for PFAS treatment in the water and wastewater sectors, as appropriate.
2. Pursue opportunities to advance EBMUD's interests in water quality and contaminants of emerging concern-related discussions, as appropriate.

WATER SUPPLY RELIABILITY AND NATURAL RESOURCES PROTECTION

Water resources issues are expected to continue to be part of the congressional agenda, including through potential western water legislation. Issues of direct relevance to EBMUD may include Central Valley Project (CVP) operations; CVP allocations; water supply reliability and resiliency including future drought response; fishery and habitat restoration and protection; and actions related to the state's implementation of the Bay-Delta Water Quality Control Plan or the voluntary agreements (VA), including discussions around the federal government's role in implementing the VAs.

NEXT STEPS

Staff will work to:

1. Protect EBMUD's Mokelumne River water supplies and seek to preserve EBMUD's access to water transfers and its CVP contract supplies.
2. Protect the Mokelumne River fishery, including working to ensure that any policy or program revision, or project or project-related activity that is likely to affect the Mokelumne River fishery includes mitigation for the impacts by the responsible parties.
3. Work with other Municipal and Industrial (M&I) CVP contractors to safeguard CVP policies that support M&I contractors, including access to adequate water supplies.
4. Protect EBMUD's regional water supply programs and projects, including the Freeport Regional Water Project.