



Upper Mokelumne River Watershed Authority

Regular Governing Board Meeting

Agenda

Friday, April 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. Selection of Board Chair and Vice Chair | Approve by Motion |
| 2. Proclamation for John Coleman's Service to UMRWA | Approve by Motion |
| 3. Board Meeting Minutes of January 26, 2024 | Approve by Motion |
| 4. Treasurer's Report – 1st Quarter FY 2024 | Accept for Filing |
| 5. Biomass JPA Initiative Update | Discussion/Possible Action |
| 6. FPP – Phase 1 Implementation Report | Approve by Motion |
| 7. FPP – Phase 2 Planning Report | Approve by Motion |
| 8. Little Indian Valley Meadow Restoration Project | Approve by Motion |
| 9. Proposed FY 2025 Budget and FY 2024 Amendment | Approve by Motion |
| 10. Audited Financials FY 2023 and FY 2022 | Accept for Filing |
| 11. Legislative Issues Update | Discussion/Possible Action |
| 12. Re-setting Regular Board Meeting Schedule | Approve by Motion |

BOARD MEMBER COMMENTS:

13. Board Member Comments

EXECUTIVE OFFICER REPORT:

14. Executive Officer's Oral Report

ADJOURNMENT:

- Next Regular Board Meeting: **August 16, 2024** at 10:00 a.m. (McLean Hall, Pardee Center)

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: April 26, 2024

Title:

Selection of Board Chair and Vice Chair

Recommendation:

By motion, the Board is to select a Chairperson and, if needed, a Vice-Chairperson.

Summary:

The joint powers agreement establishing UMRWA specifies that the Board Chairperson and Vice-Chairperson are to be selected by the Board. [Section 5.4(a)] The resignation of former Director and Board Chairperson John Coleman necessitates the selection of a new Chairperson. If the new Chairperson is the existing Vice-Chairperson, then the board must also select a new Vice-Chairperson.

The Board Chair's duties have included running Board meetings, signing documents (resolutions, minutes, official letters, etc.), approving legislative support (or oppose) letters, and approving the Executive Officer's invoices. The Chair also occasionally works with the Executive Officer to address matters out of the normal routine in advance of an upcoming board meeting.



Upper Mokelumne River Watershed Authority

Agenda No: **2**

Meeting Date: April 26, 2024

Title:

Proclamation of Appreciation for John Coleman's 24 Years of Service to UMRWA

Recommendation:

Present the Proclamation of Appreciation for Service to UMRWA by John Coleman.

Summary:

Director John Coleman resigned his seat on the East Bay Municipal Utility District (EBMUD) Board of Directors in March 2024. Mr. Coleman was elected as a board member for EBMUD's Ward 2 in 1990 serving constituents in Alamo, Lafayette, Walnut Creek, the Town of Danville, communities of Blackhawk and Diablo, and portions of Pleasant Hill and San Ramon for 33 years. He was EBMUD's longest-serving board member. He was a founding member of UMRWA in 2000 and served as the UMRWA Board Chair for his entire tenure. He made significant contributions to the success of UMRWA and constructive and collaborative relationships between the member agencies. He is appreciated by UMRWA staff for his enthusiasm for watershed protection, appreciation for staff efforts and for running effective and efficient board meetings for 24 years.

Upper Mokelumne River Watershed Authority

PROCLAMATION FOR SERVICE

WHEREAS, the Upper Mokelumne River Watershed Authority (UMRWA) was formed by its member agencies for the purposes of creating partnerships, formulating plans, and executing projects to protect the watershed and provide regional benefit; and

WHEREAS, UMRWA has steadily developed projects and gained capacity, and is now seen as a regional leader in watershed protection, particularly in the arena of forest health, and

WHEREAS, East Bay Municipal Utility District (EBMUD) Director John A. Coleman was a founding member of UMRWA, joining at UMRWA's inception in 2000 and serving as the Board Chair for his entire tenure; and

WHEREAS, John A. Coleman was first elected to EBMUD's board in 1990 and is the longest-serving elected member of the EBMUD Board; and

WHEREAS, John A. Coleman leveraged his extensive experience at EBMUD and in the California water industry to bear on important watershed protection matters at UMRWA, and

WHEREAS, as the long-time Board Chair, John skillfully guided the UMRWA Board through 24 years which included historic droughts, floods and fires, and worked to help UMRWA better serve its members to address these and other threats, and

WHEREAS, Director John A. Coleman leaves UMRWA to serve as Water Resources Manager for the Calaveras County Water District showing his continuing commitment to watershed protection and water supply reliability in the UMRWA region; and

NOW, THEREFORE, Be It Proclaimed, that the Board of Directors of the Upper Mokelumne River Watershed Authority hereby expresses its sincere appreciation for the leadership and contributions of John A. Coleman.

PRESENTED
this 26th day of April 2024
by the
UMRWA Board of Directors



Upper Mokelumne River Watershed Authority

Agenda No: **3**

Meeting Date: April 26, 2024

Title:

Board Meeting Minutes of January 26, 2024

Recommended Action:

Approve the meeting minutes of January 26, 2024.

Summary:

The summary minutes of the January 26, 2024, meeting are included for Board review and approval.

Summary Minutes

ROLL CALL

Directors John Coleman, Chair, Terry Woodrow, Vice-Chair, Ed Gonzalez, Richard Farrington, Jeff Davidson, Jack Garamendi, Richard Blood, and Brian Oneto were present. Also present were Executive Officer (EO) Richard Sykes, Administrative Officer (AO) Rob Alcott (via Zoom), Authority Counsel Greg Gillott, Authority Secretary Lorna Barfield and 22 visitors (in person and via Zoom).

PUBLIC COMMENT

None

AUTHORITY BUSINESS

1. Regular Meeting Minutes of October 6, 2023.

The summary minutes of the October 6, 2023, meeting were provided to the Board for review.

Motion 01-24 to approve the meeting minutes of October 6, 2023, was made by Director Woodrow, seconded by Director Farrington, and carried by voice vote: Yea 6 – Nay 0 – Abstain 0.

2. Treasurer’s Report - Fourth Quarter FY 2023

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

Motion 02-24 to accept the Treasurer’s Report for filing was made by Director Davidson, seconded by Director Gonzales, and carried by voice vote: Yea 6 – Nay 0 – Abstain 0.

Note: At 10:08 am the voice vote changed to 8 with the attendance of Director Oneto and Director Blood.

3. Forest Projects Plan - Phase 1 Implementation Project

The Executive Officer Richard Sykes provided the Board with the Forest Projects Plan - Phase 1 (FPP-1) Implementation Report. This report presented updates and recommendations on the Blue Forest - Forest Resilience Bond (FRB) loan agreement, and on FPP - Phase 1 implementation activities scheduled for 2024. The report concluded with a table titled ‘UMRWA Forest Project Grants’ which summarized awarded forest project grants and pending applications.

FPP-1 Financing Elements:

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 to ensure UMRWA has sufficient cash on hand to timely pay treatment contractors while awaiting grant funding.

Blue Forest Loan and Services Agreement:

The Forest Resilience Bond (FRB) includes a feature that allows the FRB to extend a line of credit (LOC) to UMRWA. The maximum loan amount under the proposed interest-free agreement is \$4M. UMRWA pledges to repay loans from Cal Fire grant proceeds (with other

future grants potentially subsequently pledged). A copy of the recommended Loan and Services Agreement with Blue Forest was 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. The primary activities necessary to advance the Arbor and Birch FPP-1 implementation projects were summarized.

Botanical Services - For botanical services associated solely with Arbor, a consulting services agreement with Pyramid Botanical Consultants was recommended for Board approval. 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 was included in the Supplemental Materials packet.

For botanical services required for subsequent forest projects Birch, Cedar, and Dogwood, a Request for Qualifications (RFQ) process was proposed. The preliminary schedule calls for RFQ issuance on Feb 7, with Board approval on April 26, of a ranked list of best-qualified botanical consulting firms to be used on these future projects.

Archaeological Services - For archeological services associated with Arbor, Birch, and Cedar, a Request for Qualifications process is also recommended. The schedule for completing an RFQ 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 Proposal process is planned to begin in April and conclude with the Board award of contracts at the July 26 meeting.

The Board was presented with a table displaying 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. The status of UMRWA's forest-related grant procurement efforts (for both implementation and planning/environmental compliance projects) were summarized and presented. 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.

Resolution 2024-01 is required for UMRWA to apply to the Cal Fire Forest Health Grant Program. Approval of this resolution was recommended by staff to ensure access to this important source of funding.

The Board discussed the fate of leftover grant implementation funds after contract work is completed and funds remain. The EO noted that to date, the leftover funds have been used to add additional acres for treatment to a contract until all grant funds are expended. This has been the preference of both UMRWA and the grantors. The Board also discussed the

economics of the Forest Service funding, the timelines of Phase 1 and Phase 2 and the funding resources needed to cover the full 26,000 acres.

Motion 03-24 to (1) approve the Loan and Services Agreement with Blue Forest (2) approve the Consulting Services Agreement with Pyramid Botanical Consulting to provide botanical services for the 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 the Cal Fire Forest Health Grant application was made by Director Davidson, seconded by Director Farrington and carried by voice vote: Yea 8 – Nay 0 – Abstain 0.

4. Forest Projects Plan - Phase 2 Planning Report

UMRWA's FPP - Phase 2 (FPP-2) planning initiative is fully underway. This 250,000 +/- acre landscape-level planning and environmental compliance program 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. A summary of key program phases and the status of each was presented to the Board.

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 are 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.

UMRWA has been very engaged with the Amador Calaveras Consensus Group (ACCG) 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.

Staff is pursuing several paths to obtain the additional funds needed by 2025 to complete Phase 2. Staff has received word that Sierra Nevada Conservancy (SNC) staff is recommending the award of a \$646,000 grant at the March 7 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.

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 and the FPP – Phase 2 initiative was viewed as a good candidate for research funding. UMRWA and the ACCG Monitoring Work Group are working on a concept proposal (due January 31) focusing on the development and implementation of a monitoring program for the FPP.

Staffing:

The Authority's FPP - Phase 2 planning program is managed by the Executive Officer with the support of several Landmark Environmental forestry team members. With the FPP-2 effort now fully underway additional dedicated support is required. It was recommended the Board approve a Consulting Services Agreement with Megan Layhee with a total initial fee of \$26,000. 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 was included in the Supplemental Materials packet.

Several board members expressed their appreciation of Ms. Layhee's work for UMRWA and noted her excellent previous service as the ACCG administrator.

Motion 04-24 to (1) approve Resolution 2024-02 for Cal Fire Forest Health Research Grant application, (2) approve Consulting Services Agreement with Megan Layhee was made by Director Davidson seconded by Director Woodrow and carried by voice vote: Yea 8 – Nay 0 – Abstain 0.

5. Special District Risk Management Authority Insurance

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. It was recommended UMRWA secure general liability insurance through the California Special District's Risk Management Authority (SDRMA).

SDRMA is a public agency offering property and general liability programs 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 was recommended for UMRWA includes General Liability, Auto Liability, Auto Physical Damage, Public Officials and Employees Errors and Omissions, Elected Officials Personal Liability and Employee and Public Officials Dishonesty with an annual premium for coverage limits and deductibles of \$4,802. The Board was presented with a table of Coverage Limits and Deductibles.

SDRMA Requirements:

To secure Property/Liability insurance coverage from SDRMA, UMRWA membership in the California Special Districts Association (CSDA) for a minimum of 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.

Motion 05-24 to (1) adopt Resolution 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 was made by Director Oneto seconded by Director Farrington and carried by voice vote: Yea 8 – Nay 0 – Abstain 0.

6. Biomass Management JPA Initiative

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 second report is a feedstock availability study. Ms. Darlington is scheduled to provide an update on this effort at UMRWA's April board meeting.

Board discussion included noting that other feedstock surveys have already been completed and identify the difficult economic outlook. They expressed concern regarding potential future costs to UMRWA. The EO confirmed that there is no contribution being requested from UMRWA and none is expected. Director Farrington shared reluctance towards creating another JPA to address biomass utilization.

Calaveras County Water District General Manager, Michael Minkler spoke on the need for addressing the issues of financing biomass power construction projects, and the importance of continuing open dialog for potential opportunities to finance these projects.

7. Legislative Issues Update:

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. Governor Newsome subsequently signed that legislation. The EO stated this will likely affect UMRWA in 2026.

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

The EO presented information regarding the recently introduced SB 945 by Senator Alvarado-Gil, The Wildfire Smoke and Health Outcomes Data Act. Director Farrington suggested an action of support of SB 945 be sent on behalf of UMRWA.

Motion 06-24 directing the EO to submit a letter on behalf of UMRWA showing support for SB 945, was made by Director Farrington, seconded by Director Gonzales, and carried by roll call vote: Yea 8 – Nay 0 – Abstain 0.

Board Member Comments:

Director John Coleman announced his retirement from the UMRWA Board and shared his new appointment as the Water Resources Manager for Calaveras County Water District. He shared a brief history of UMRWA's inception and expressed how proud he was of this great organization and its accomplishments. An East Bay Municipal Utility District UMRWA Board replacement has been discussed; John's last EBMUD Board meeting is on February 27, 2024.

The Board collectively thanked John for all of his years of service and shared appreciation for his leadership, vision, and guidance.

Director Farrington communicated that he would like to discuss member assessments before the next budget cycle. Director Coleman requested this be agenized for the next meeting and that staff provide some background information on the assessment.

Director Farrington also stated that he is impressed with the staff, the implementation, and progress of the Forest Projects Programs.

Executive Officer Comments:

EO Richard Sykes reported the FY24 agreement to fund the Stewardship Through Education Program was recently executed and wished Maryanne Garamendi good luck in the upcoming year. Maryanne thanked the Board for their support and shared that the program continues to grow.

ADJOURNMENT: Director Coleman adjourned the meeting at 11:30 a.m. The next regular meeting will be held on April 26, 2024, at Pardee Center.

SUBMITTED BY:

Lorna Barfield, Authority Secretary

Chair of the Board

APPROVED: April 26, 2024



Upper Mokelumne River Watershed Authority

Agenda No: **4**

Meeting Date: April 26, 2024

Title:

Treasurer's Report – 1st Quarter FY 2024

Recommended Actions:

Accept for filing.

Summary:

A copy of the Treasurer's Report for the First Quarter of fiscal year 2024, which ended December 31, 2023, is included here, and will be presented at the Board meeting.

**UPPER MOKELUMNE RIVER WATERSHED AUTHORITY
TREASURER'S REPORT
STATEMENT FOR THE PERIOD ENDING DECEMBER 31, 2023**

Fiscal Year 2024 (beginning Oct. 1, 2023)	Assessment, Grants & USFS	Budget FY 2024	Actual		
			Current Quarter	YTD	YTD %
General Assessments & Operating Revenue					
Amador Agencies Funding	35,685	35,685	35,685	35,685	100%
Calaveras Agencies Funding	42,186	42,186	42,186	42,186	100%
EBMUD Funding	74,570	74,570	74,570	74,570	100%
Member Agencies Contribution	152,441	152,441	152,441	152,441	100%
Interest/Misc income	-	-	26	26	
Applied Operating Reserve (Adjusted Bal. \$361,027)	111,559	111,559	-	-	0%
Misc Revenue	111,559	111,559	26	26	0%
Total Assessments & Operations Funding	264,000	264,000	152,467	152,467	58%
IRWM Grant Funding					
CCWD - West Point WTP (Prop 1)	226,823	226,823	-	-	0%
CPUD - Jeff Davis WTP	589,785	589,785	-	-	0%
Forestry/Watershed Funding					
Sierra Nevada Conservancy - RFFCP (#XXX) (Pending)	Tbd	Tbd	-	-	
Sierra Nevada Conservancy - RFFCP (#969)	85,430	85,430	(2,549)	(2,549)	-3%
Sierra Nevada Conservancy - Recovery & Resilience #1636 (FPP1) (Pending)	4,876,480	4,876,480	-	-	0%
Sierra Nevada Conservancy - Recovery & Resilience #1646 (FPP2) (Pending)	723,520	723,520	-	-	0%
CalFire Grant #1 (8GG21607)	4,576,709	4,576,709	(33,055)	(33,055)	-1%
CalFire Grant #2 (8GG22614)	6,999,934	6,999,934	-	-	0%
Wildlife Conservation Board	496,289	496,289	(3,825)	(3,825)	-1%
Total Grants and Other Funding	18,574,970	18,574,970	(39,429)	(39,429)	0%
TOTAL REVENUES & FUNDING	18,838,970	18,838,970	113,038	113,038	1%
ASSESSMENT EXPENDITURES					
General Assessment (Administration)					
Executive Officer		60,000	4,881	4,881	8%
Administrative Officer		60,000	13,480	13,480	22%
Document System (GoogleDocs; Woodard & Curran)		1,400	1,754	1,754	125%
Streamline Website		1,100	-	-	0%
General Assessment (Operations)					
MLLT - STE Watershed Program CY 2023		16,500	-	-	0%
Inter-agency Liaison & Board Support (LEI, Inc)		5,000	1,543	1,543	31%
Forest-related Grant Applications/Project Development (LEI, Inc)		50,000	19,236	19,236	38%
FPP-1 Implementation Plan (LEI, Inc)		15,000	-	-	0%
Forest Projects Plan - Phase 2 Support (Regine/LEI)		30,000	3,982	3,982	13%
IRWM Grant Application/Project Development		25,000	-	-	0%
TOTAL ASSESSMENT EXPENDITURES		264,000	44,876	44,876	17%
GRANT and FORESTRY/WATERSHED FUNDING EXPENDITURES					
DWR Prop 1 Implementation Grant					
CCWD - West Point WTP		215,235	37,977	37,977	18%
Woodard & Curran - invoicing & reporting		7,588	2,057	2,057	27%
WRA - agreement administration		4,000	2,920	2,920	73%
DWR Prop 1 Grant - Round 2					
CPUD - Jeff Davis WTP		566,225	-	-	0%
Woodard & Curran - invoicing & reporting		19,560	5,024	5,024	26%
WRA - agreement administration		4,000	-	-	0%
SNC - RFFCP					
Landmark Environmental Inc.		48,283	334	334	1%
Insert L. Lucke (ACCG Support)		7,200	3,684	3,684	51%
WCB - Aspen Restoration Project					
Landmark Environmental Inc.		231,043	3,491	3,491	2%
Institute For Bird Populations		118,821	-	-	0%
Reserved for scientific field work		139,500	-	-	0%
CalFire Grant #1 (8GG21607 - Hwy 88)					
Landmark Environmental Inc.		447,038	17,869	17,869	4%
BurnBot		3,672,000	238,464	238,464	6%
CalFire Grant #2 (8GG22614 - Arbor)					
Landmark Environmental Inc. FPP1 [Ph 1 budget = \$5,857,631 + Indirect]		200,000	41,748	41,748	21%
Pyramid Botanical FPP1 (Initial contract \$53,817)		182,615	-	-	0%
Archeological FPP1		182,615	-	-	0%
Treatment Contractors FPP1		5,292,400	-	-	0%
Stantec FPP2 [Ph2 budget = \$506,000 + Indirect]		400,000	-	-	0%
Megan Layhee FPP2		51,000	4,042	4,042	8%
Executive Officer FPP2		40,000	5,278	5,278	13%
Administrative Officer FPP2		15,000	1,800	1,800	12%
SNC - RFFCP #XXX (Pending)					
SNC - Recovery & Resilience (1636 - Birch) [\$4,354,000 + Indirect]					
Project Mgmt, Environmental Monitoring, Tribal, Etc.		450,000	-	-	0%
Treatment Contractors		3,904,000	-	-	0%
SNC - Recovery & Resilience (1646 - FPP2 Plan) [\$646,020 + Indirect]					
		646,020			
TOTAL GRANT EXPENDITURES		16,844,143	364,688	364,688	2%
Total Project Expenses		17,108,143	409,564	409,564	2%



Upper Mokelumne River Watershed Authority

Agenda No: **5**

Meeting Date: April 26, 2024

Title:

Biomass JPA Initiative Update

Recommended Action:

For discussion and possible action.

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) 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.

Over the past six months, work has progressed on several fronts of this biomass initiative. A central Sierra locational analysis of alternative wood product facilities will soon be initiated through the Mariposa Resource Conservation District. The firm Ecostrat, which specializes in biomass feedstock development, has been engaged to strategize regional feedstock supply chain opportunities. A draft report on biomass sort yard availability is scheduled to be released in May and a study to evaluate JPA organizational considerations is being finalized.

Ms. Darlington is scheduled to provide a Zoom update to the Board on this effort at this meeting.



Upper Mokelumne River Watershed Authority

Agenda No: 6

Meeting Date: April 26, 2024

Title:

Forest Projects Plan – Phase 1 Implementation Report

Recommended Actions:

- 1) Approve SNC grant agreement #1636 and ratify the Executive Officer's signature on the agreement document.
- 2) Approve the Ranked Listings of Archeological and Botanical Consultants.
- 3) Approve two Consulting Services Agreements with InContext for Archeological Services on the Arbor and Birch projects.
- 4) Approve a Consulting Services Agreement with Pyramid Botanical Consultants for the Birch Project.
- 5) Approve a Grant and Services Agreement with Blue Forest.
- 6) Approve a Consulting Services Agreement with Stewardship West for Birch Project Implementation Support.
- 7) Approve a Stewardship Agreement with Eldorado National Forest.
- 8) Approve Resolution No. 2024-04 for a WCB grant application for Cedar Project implementation and Phase 2 planning.
- 9) Adjourn today's Board meeting to Friday, August 16, 2024, at 10:00 a.m.

Summary:

This Forest Projects Plan (FPP) – Phase 1 Implementation Report presents the status of activities underway to initiate two new FPP - Phase 1 implementation projects, both located within the Eldorado National Forest. The Arbor project is a 3,133-acre fuels treatment project funded in September 2023 by Cal Fire grant #2. The Birch project is a 1,595-acre treatment project funded by a Sierra Nevada Conservancy (SNC) grant that was awarded on March 7, 2024. Discussed below are the primary undertakings that must be accomplished as prerequisites to the Board awarding fuels treatment contracts to selected contractors at its next meeting.

Also presented below is a proposed Stewardship Agreement with Eldorado National Forest (ENF) which will supersede the 2016 Master Stewardship Agreement for work in the ENF. This FPP-1 report concludes with a table titled 'UMRWA Forest Project Grants' which summarizes awarded forest project grants and pending applications.

Arbor and Birch Project Funding:

Project funding for the Arbor project was secured with a September 1, 2023 Cal Fire grant agreement. The funding required for implementation of the Birch project was awarded by the SNC Board of Directors on March 7. (The Board approved the application for this grant funding with Resolution No. 2023-02.) The SNC grant agreement #1636 for that funding is presented for the Board's approval today. The Executive Officer signed this agreement as soon as it was received to ensure this grant is not delayed by a state budget issue that

could cause SNC to suspend agreement executions. The total grant funding amount is \$4,739,056, with completion of Birch project tasks required by December 2027.

** A copy of SNC Agreement #1636 – Exhibit A (Scope and Budget) is included in the Supplemental Materials packet.*

Professional Services Procurements:

Before beginning new forest treatment work, those lands slated for treatment must first be surveyed and 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 has conducted two Request for Qualification (RFQ) processes as summarized below.

Botanical Services – For botanical services required for the next round of UMRWA forest projects a Request for Qualifications process (RFQ 24-01) was conducted. A Selection Review Committee of UMRWA staff and USFS supervising botanist individually reviewed the seven submitted Responses using the established criteria (demonstrated competence, cost, and relevant experience). The committee then met on Friday, March 22, 2024 to discuss their reviews, and collectively score and rank the Responses. The committee’s ranked list of best-qualified botanical consulting firms is presented below.

Rank	Firm Name
1	Pyramid Botanical Consultants
2	Janelle Nolan & Associates
2	Stantec
4	H.T. Harvey and Associates
5	SWCA Environmental Consultants
6	ESA Environmental Science Associates
7	Sequoia Ecological Consultants

Archaeological Services – A second Request for Qualifications process (RFQ 24-02) was conducted for archeological services required for the next round of UMRWA forest projects. A Selection Review Committee of UMRWA staff and the USFS cultural resources specialist individually reviewed the five submitted Responses using the same established criteria (demonstrated competence, cost, and relevant experience). The committee met on Monday, March 25, 2024, to discuss their reviews, and collectively score and rank the responses. The committee’s ranked list of best-qualified archeological services consulting firms is presented below.

Rank	Firm Name
1	InContext
2	Far Western
3	SWCA Environmental Consultants
4	ESA Environmental Science Associates
5	ASM Affiliates

Professional Services Agreements for the two top-ranked firms are presented for Board approval. The Pyramid Botanical Consultants agreement in the amount of \$29,043 is for plant surveys on the 1,595-acre Birch project. The first (of two) agreements with InContext in the amount of \$112,437.25 is to perform archeological surveys and flagging on the Arbor project. The second InContext agreement in the amount of \$83,075.07 is for archeological surveys and flagging on the Birch project.

**Copies of the three agreements are included in the Supplemental Materials Packet.*

Other Financing Elements:

The FPP-1 Funding Strategy presented to the Board on July 2023 assumes all funding applied by UMRWA to project implementation costs are from grants or other non-repayable sources. With grant payments (which are reimbursed based) in some cases taking up to 90 days or longer, significant monthly cash flow availability is required to timely pay contractors during the field season. To address this need, the UMRWA Board approved, and staff executed a \$4M Loan and Services Agreement with Blue Forest which has a 0% interest rate.

Line of Credit by EBMUD. An additional cash flow assurance through a line of credit with EBMUD is in process. UMRWA staff will continue to work with EBMUD on this additional line of credit (LOC) to supplement the Blue Forest credit line if needed. A LOC agreement with EBMUD is expected to be ready for Board consideration at the next meeting.

Blue Forest Grant and Services Agreement. In January, the Board approved the \$4M Loan and Services Agreement between UMRWA and the Upper Mokelumne Forest Resilience Bond (FRB), a wholly owned LLC subsidiary of Blue Forest Finance Inc., a 501(c)(3) nonprofit. A companion financial benefit made available to UMRWA through the FRB is a Grant and Services Agreement. It provides an initial \$100,000 grant to UMRWA for costs associated with implementing FPP Phase 1 treatments. Future grants may be available to UMRWA if watershed beneficiaries make additional contributions to the Upper Mokelumne FRB.

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

Expanding UMRWA Capacity with Stewardship West:

Authority staffing capacity must be expanded to match the increased responsibilities that accrue with additional treatment contracts and acreages. UMRWA's implementation of stewardship projects such as Arbor and Birch are organized into three functional areas: procurement, field operations, and invoicing and reporting. For the two 2024 treatment projects UMRWA will contract for this summer, Landmark Environmental, Inc. (LEI) will take the lead on the Arbor project, and Stewardship West (SW) the Birch project.

Stewardship West is a forest focused not-for-profit organization whose main office is in Arnold, CA. Kevin Zeman is the founder and its chief executive. The group includes professional foresters and administrative staff. Mr. Zeman, in his past role as stewardship coordinator for the Stanislaus NF, worked with UMRWA to formulate our 2026 Master Stewardship Agreement, and later as Mule Deer Foundation's lead in its 2020 partnership with UMRWA to complete the West Calaveras Thin project.

Recommended for approval today is a consulting services agreement with Stewardship West to participate in the Birch project contractor selection process, manage the Birch project field operations, and administer the invoicing and reporting tasks. The not-to-exceed fee is \$316,500, with all SW costs to be reimbursed with funding from SNC grant agreement #1636.

**A copy of the Consulting Services Agreement with Stewardship West is included in the Supplemental Materials Packet.*

Treatment Contractor Procurement:

A Request for Proposal is scheduled to be released on about June 1 to secure contracts with qualified contractors to perform Arbor and Birch fuel reduction work beginning late

summer 2024. A Pre-RFP notice was posted by UMRWA staff on March 8 to inform contractors to expect to receive the RFP at about that time.

One key element of the RFP process is contractor access to view the treatment units and associated access options. Because portions of the project areas include units at higher elevations (near 8,000 feet) there are concerns that snow conditions this spring may delay contractor access until it is too late to meet a late June proposal submittal date. (This was the circumstance that caused the Board to schedule a special meeting in August 2023 to award contracts.) Consequently, it is recommended the Board move the July 26 meeting by adjourning today’s meeting to Friday, August 16. In a later item on today’s agenda (item 12) staff is recommending the Board consider moving the July Board meeting to August for the immediate future.

FPP-1 Project Implementation Snapshot:

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. Note the Cal Fire grant application to fund the Dogwood project was not recommended for award as indicated by ~~strike through~~ text.

	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	1,595	2,220 +/-	2,165 +/-	TBD	TBD

* Application submitted or being prepared

Stewardship Agreement with Eldorado National Forest:

At the direction of ENF Supervisor Joe Stout, and in collaboration with ENF Partnership Coordinator Michelle Wolfgang, an ENF – UMRWA Stewardship Agreement has been prepared and is recommended for Board approval. This Stewardship Agreement will supersede UMRWA’s 2016 Master Stewardship Agreement (MSA) with the Forest Service with respect to the Authority’s work in the Eldorado NF. The MSA will remain the controlling document for UMRWA’s activities in the Stanislaus NF.

The new Eldorado agreement specifically addresses UMRWA’s Forest Projects Plan Phases 1 and 2, and is for a 10-year term from the date of execution. The Financial Plan that accompanies the agreement includes \$200,000 of funding to be used by the Authority for Phase 1 and 2 costs. The expectation is that additional federal funding would flow to UMRWA to further implement FPP projects.

** A copy of the Stewardship Agreement with Eldorado National Forest is included in the Supplemental Materials Packet.*

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 six grants totaling \$18,466,909 in forest project funding. Presently, UMRWA has three grant applications in process seeking a total of \$7,821,608 in additional grant funding. To complete the Wildlife Conservation Board

(WCB) Proposition 68 grant application process for Cedar project funding the WCB is requesting a Board resolution be submitted. Resolution No. 2024-04 is attached to this report. Finally, UMRWA received word on April 4 that its \$7M Cal Fire grant application for funding to implement the Dogwood project was not selected for funding.

UMRWA FOREST PROJECT GRANTS

Approved/Ongoing	Pending
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Grant	By	Amount	Tasks/Deliverables	Key Dates
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
Wildfire Recovery & Forest Resilience (<i>Planning</i>)	SNC (#1646)	\$723,542 (10% indirect)	- Develop FPP Phase 2 Plan - NEPA/CEQA documentation	Full Ap: 9/29/23 Award: 3/7/24 Complete: 1/1/28
Wildfire Recovery & Forest Resilience (<i>Implementation</i>)	SNC (#1636)	\$4,739,056 (10% indirect)	- Birch Project fuel treatments on 1,952 acres	Full Ap: 9/29/23 Award: 3/7/24 Complete: 1/1/28
WIP Capacity Program (RFFCP #3)	SNC	\$271,608	- ACCG & Tribal outreach - Monitoring	Full Ap: August 2023 Award: March 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 Not Awarded: 4/4/24
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 - Phase 2 planning and environmental	Full Ap: 4/10/24 Award: summer/fall 2024

UPPER MOKELUMNE RIVER WATERSHED AUTHORITY
RESOLUTION 2024-04

RESOLUTION OF THE BOARD OF DIRECTORS
APPROVING THE APPLICATION FOR GRANT FUNDS FROM
THE WILDLIFE CONSERVATION BOARD FOR
THE FOREST PROJECTS PLAN - PHASE 1C CEDAR PROJECT and
PHASE 2 ENVIRONMENTAL PLANNING

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

WHEREAS, funds were made available to the Wildlife Conservation Board for the enhancement or restoration of fish and wildlife habitat and for the development of public access facilities for hunting, fishing, or other wildlife-oriented recreational uses; and,

WHEREAS, UMRWA intends to implement the Forests Projects Plan – Phase 1C Cedar Forest Restoration Project in the Eldorado National Forest, Amador Ranger District, and Phase 2 Environmental Planning in the Eldorado and Stanislaus National Forests.

NOW, THEREFORE, BE IT RESOLVED that the UMRWA Board of Directors herby:

1. Approves the filing of an application for funding from the Wildlife Conservation Board; and
2. Certifies that said Applicant will comply with all federal, state, and local environmental, public health, and other appropriate laws and regulations applicable to the project and will obtain or will ensure that the other project partners obtain all appropriate permits applicable to the project; and
3. Further commits to the terms and conditions specified in the grant agreement; and
4. Appoints the UMRWA Executive Officer and Administrative Officer as the representatives of the Board of Directors to conduct negotiations, execute, submit, and sign all documents including but not limited to applications, agreements, amendments, payment requests, and other documents which may be necessary for the completion of the proposed project.

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

Board Chairperson

Attest:

Lorna Barfield, Authority Secretary



Upper Mokelumne River Watershed Authority

Agenda No: 7

Meeting Date: April 26, 2024

Title:

FPP – Phase 2 Planning Report

Recommended Actions:

- 1) Approve SNC grant agreement #1646 and ratify the Executive Officer's signature on the agreement document.
- 2) Approve Fourth Amendment to Consulting Services Agreement with Stantec.
- 3) Approve First Amendment to Consulting Services Agreement with Megan Layhee.
- 4) Approve grant agreement with SNC for RFF – Round 3 Capacity Building funding in support of UMRWA's Forest Projects Plan implementation and planning efforts and ratify the Executive Officer's signature on the agreement document.

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 half year, key FPP-2 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 elements and the status of each.

Plan Development:

Phase 2 planning is underway and the UMRWA/USFS team is meeting regularly. The project Notice of Intent (NOI) is currently under review by USFS Regional staff and is expected to be sent to the Washington Office (WO) in April. The scoping package has also been drafted and will be finalized by early April. We expect public scoping to occur in late Spring once the NOI is published in the federal register. This requires that the WO review occurs in a timely manner.

The modeling team is now performing landscape assessments and analyses to identify priority areas to treat based on the project's purpose and need and anticipate beginning to develop project alternatives this month. The project team expects to next convene both the Technical Advisory Group and Stakeholder Group in May or June 2024. The Phase 2 team is also actively engaging with the Amador Calaveras Consensus Group (ACCG) to address topics of concern and work to find middle-ground approaches that the collaborative can support. Lastly, the UMRWA team has begun informal Tribal engagement in both Phase 1 and Phase 2 in conjunction with the USFS formal consultation process for Phase 2.

Funding:

In August 2022, UMRWA executed its original consulting services agreement with Stantec (at that time Cardno, Inc.). As additional FPP-2 grant funding became available two amendments to the Stantec agreement were approved that expanded the Stantec Scope of Work and increased the total fee. Thus far, FPP-2 funding sources include SNC and Cal Fire grants, along with UMRWA contributions. FPP – Phase 2 project milestones to be

completed in 2024 include the Notice of Intent, initiating modeling, beginning landscape assessments, developing project alternatives, continuing Technical Advisory Group and stakeholder meetings, and other tasks articulated in the Stantec Scope of Work.

A further \$723,542 in FPP-2 funding was awarded to UMRWA by SNC on March 7. This funding will facilitate the continuation of the Phase 2 planning process and development of the Draft Environmental Impact Statement. SNC grant agreement #1646 for that funding is presented today for the Board's approval. The Executive Officer signed this agreement as soon as it was received to ensure this grant is not delayed by a state budget issue that could cause SNC to suspend agreement executions. (The Board approved application for this grant funding with Resolution No. 2023-04.)

** A copy of the SNC grant agreement# 1646 is included in the Supplemental Materials Packet.*

Additionally, UMRWA staff recently applied for funding from 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 area is Wildfire and Forest Research with a focus on large-scale forest, fire, or ecosystem management planning efforts. The FPP – Phase 2 initiative is viewed as a good candidate for research funding. UMRWA and the ACCG Monitoring Work Group collaborated on the grant application which focuses on the development and implementation of a monitoring program for the FPP.

Staffing Support and Consulting Services:

From its inception in mid-2022, the Authority's FPP – Phase 2 planning program has been managed by the Executive Officer. With Cal Fire grant #2 funding, additional dedicated UMRWA support was effected with the Board's January 26 approval of a \$26,000 Consulting Services Agreement with Megan Layhee. The specific tasks Ms. Layhee is performing include day-to-day consultant oversight, primary liaison to ACCG, participating in various Group and Team meetings, and providing technical/GIS support. With additional funding now available from the SNC grant agreement #1646 an amendment to extend the cost ceiling and term of Megan Layhee's consulting services agreement is recommended.

With the additional SNC funding now available, an amendment to the Stantec consulting services agreement is recommended. This \$565,920 Fourth Amendment will fund additional FPP-2 Scope of Work tasks including continuing project management, outreach, NEPA/CEQA development, modeling, field surveys and studies, and agency coordination for threatened and endangered species.

** Copies of the recommended Fourth Amendment to the Stantec consulting services agreement, and First Amendment to the Megan Layhee agreement, are included in the Supplemental Materials packet.*

SNC Grant for Capacity Building:

SNC has awarded UMRWA a Regional Forest and Fire Capacity Program (RFF) – Round 3 grant of \$271,608 to support and fund FPP-related capacity-building activities including ACCG administration/coordination, tribal outreach liaison, and monitoring coordinator to facilitate the development of a forest monitoring program. The Executive Officer signed this grant agreement as soon as it was received to ensure the grant is not delayed by a state budget issue that could cause SNC to suspend agreement executions.

**A copy of the RFF Capacity Program Round 3 Development Form is included in the Supplemental Materials Packet.*



Upper Mokelumne River Watershed Authority

Agenda No: **8**

Meeting Date: April 26, 2024

Title:

Little Indian Valley Meadow Restoration Project

Recommended Action:

Authorize staff to work with Plumas Corporation to complete the CEQA environmental review for the Little Indian Valley Meadow Restoration Project for presentation (when ready) to the Board for project approval.

Summary:

Like the Mattley Meadows Project, Plumas Corp. has asked UMRWA to serve as the lead CEQA agency for another Upper Mokelumne River watershed meadow restoration project.

Little Indian Valley (and the adjacent Indian Valley), located in Alpine County in the El Dorado National Forest, lies on the boundary of the Mokelumne Wilderness. The meadows are in the headwater area of Deer Creek, a tributary of the North Fork Mokelumne River. The meadows are situated at 7,900' & 8,000', respectively, and have been altered by past grazing, water development, recreational road use as well as other natural processes. The project area covers 24 acres in Little Indian Valley and an additional 10 acres in the previously restored (2012) Indian Valley.

Plumas Corporation has completed a 65% restoration design with funding from the National Fish and Wildlife Foundation. The funding will also pay for the completion of required NEPA clearances and permitting. As the anticipated costs of restoration are expected to be paid with state grant funding, CEQA compliance is also required. Plumas Corp. has requested that UMRWA serve as the lead agency for CEQA purposes. Staff is requesting Board authorization to complete the necessary CEQA compliance documents and, when ready, present the project to the Board for approval. Costs to UMRWA for this work are not expected to be significant (under approximately \$5,000).



Upper Mokelumne River Watershed Authority

Agenda No: 9

Meeting Date: April 26, 2024

Title:

Proposed FY 2025 Budget and FY 2024 Amendment

Recommended Actions:

- 1) Approve an amendment to the FY 2024 Budget to add \$50,000 to the Authority Administration budget and authorize transfer of \$50,000 from Reserves (current balance is \$361,027) to fund the budget amendment.
- 2) Direct staff to implement a new indirect revenue budgeting practice as presented below.
- 3) Endorse the proposed FY 2025 UMRWA budget and authorize staff to transmit the proposed budget for Member Agency review and comment.

Summary:

This agenda item recommends three budget-related actions. The first is to amend the current year budget to add \$50,000 from the UMRWA Reserve fund to fund unplanned costs for additional staff labor required by various activities related to the Forest Projects Plan (FPP). The second is approval of a modified budget practice that responds to increased indirect fees to be collected by UMRWA in conjunction with larger FPP grant awards. Finally, the Board is asked to approve the draft FY 2025 Budget for sharing with Member Agencies for review and comment prior to adoption.

FY 2024 Budget Amendment:

The UMRWA Member Funded portion of the FY 2024 Budget provides \$122,500 for Authority Administration expenses. These include Executive Officer and Administrative Officer expenses, website hosting and support fees, and costs associated with the recent purchase of liability insurance and required membership in the CA Special Districts Association. Due to a noted increase in Executive Officer and Administrative Officer work time engaged in FPP-1 implementation tasks, and the unanticipated expenses related to acquiring liability insurance, the FY 2024 Budget has insufficient funding to cover these costs through the last half of the fiscal year. It is recommended the FY 2024 Budget be amended to include an additional \$50,000 with funding to be allocated from Reserves.

Indirect Revenue Budgeting Practice:

Under the terms of its various grant agreements (including Cal Fire, SNC, and WCB), the Authority receives funding for its indirect costs. Over the past few years, those indirect fee amounts (generally about 10% of the awarded grant amount) have been relatively small. The practice has been to account for those indirect fees at the close of the fiscal year and include them in the Reserves fund balance. With recent awards of multiple large grants for FPP projects tallying more than \$17M the Authority in FY 2025 will begin receiving indirect fee revenues of \$400,000 or more annually. For comparison, UMRWA collected \$59,065 in indirect fees in FY 2023.

With this new influx of operating revenue staff has developed an accounting and budgeting practice that seeks to accomplish two purposes; help stabilize Member Agency annual

assessment amounts, and to grow the Reserve fund balance to better position UMRWA to handle significantly increased fiscal obligations as it ramps up the Forest Health Program.

It is recommended to accomplish these two goals that a new procedure be implemented to account for and budget these indirect fees. The recommended procedure is:

- (1) In conjunction with the annual budget development process, staff is to prepare a projection of total indirect revenues expected to be received by September 30 (end of fiscal year).
- (2) Of the projected revenue, staff is to generally allocate \$100,000 to \$200,000 of the total projected amount to the next fiscal year budget as supplemental operating revenue. The amount allocated should be based on the supplemental revenue needed to keep Member assessment amounts at about the prior fiscal year level. The remaining balance is to be accounted for in UMRWA's Reserve fund.
- (3) Staff is to include a summary of how it has applied this accounting and budgeting guidance in draft Budgets when presented to the Board annually in April.
- (4) The Board will temporarily suspend the application of the Authority's Budget Reserve Policy (which sets a Reserve fund target balance based on a 3-year running average of grant and member fund expenditures).
- (5) Staff will evaluate the policy and present a summary of its review and any recommended policy changes to the Board in conjunction with the FY 2027 Budget process.

New Practice Applied to Proposed FY 2025 Budget:

Application of the recommended indirect revenue budgeting practice to the proposed FY 2025 Budget is summarized below.

- The projected amount of FY 2024 indirect revenues collected by the Sept. 30 close of the Authority's current fiscal year is \$424,000.
- Staff recommends applying \$150,000 of the projected \$424,000 amount to the FY 2025 Budget as supplemental operating revenue. The Proposed FY 2025 Budget and associated assessments are shown below in Tables 1, 2, and 3.
- The projected Reserve balance at the close of FY 2024 is \$585,000.

Proposed FY 2025 UMRWA Member Budget:

The proposed FY 2025 budget is presented in Table 1 below. The total member-supported portion of the proposed budget is \$362,310, up from \$322,486 in the current fiscal year budget (pre-budget amendment). Presented in Table 2 are member funding offsets. These are in-kind Member contributions and a \$150,000 allocation of projected indirect revenues (per the practice described above). Resulting Member Agency funding allocations and assessment amounts are shown in Table 3.

The budget is organized into the Authority's four primary Member-funded program areas. Program work activities planned for FY 2025, and the changes in recommended funding over the current budget amounts, are summarized below.

- a. Increase the funding level for Board and Authority administration to \$169,000 (from \$122,500). This includes an additional \$20,000 in funding each for the Executive Officer and Administrative Officer positions, plus \$6,500 to pay the full-year insurance premium and CSDA membership fees.
- b. Maintain (unchanged) the annual funding support for the local school watershed education program at \$16,500.

- c. Increase to \$120,000 (up from \$100,000) the funding level for costs associated with the forest health implementation and planning grant proposals, plus funding for UMRWA’s Forest Projects Plan – Phase 2 activities not covered by grants.
- d. Reduce to \$0 (from \$25,000) the funding for IRWM-related tasks requiring Member funding. In FY 2025 UMRWA’s IRWM work will be limited to grant funded activities.

Note there are significant non-Member funded portions of the budget. These are entirely supported by grants (SNC, Cal Fire, etc.) and other potential sources (US Forest Service, Blue Forest) associated with FPP activities. These non-Member elements of the budget are reflected in the Treasurer’s Report (see agenda item 2). Awarded but uncollected grant funds will be carried forward to FY 2025. Those amounts will be determined based on the September 30, 2024, end of fiscal year Treasurer’s Report.

Table 1 – PROPOSED FY 2025 MEMBER FUNDED BUDGET

Programs	Categories	Member Funds	Total Program Budgets
Board and Authority Admin.	Executive Officer	80,000	169,000
	Administrative Officer	80,000	
	Webpage and On-line Doc System	2,500	
	CSDA and SDRMA Insurance	6,500	
Watershed Ed.	Public school program (STE)	16,500	16,500
Forest Health	Forest Projects Plan – Phase 2	40,000	120,000
	Forest-related Grant Applications	40,000	
	Inter-agency liaison & Board support	10,000	
	FPP Direct Expenses	10,000	
	FPP - ACCG Administration	20,000	
IRWM	Only grant funded activity in FY 2025	0	0
TOTAL BUDGET		\$305,500	\$305,500

Actual carry forward amounts to be determined at end of fiscal year, Sept. 30, 2024

Table 2 – FY 2025 MEMBER AGENCY FUNDING OFFSETS

Member assessments	As required by the above Proposed Fiscal Year Budget	\$305,500
Off budget <i>In-kind</i> contributions*	Authority Legal Counsel \$6,500 (Amador County) Accounting (\$21,569), annual audit (\$5,345) and Authority Secretary (\$23,396) (EBMUD)	\$56,810*
	TOTAL MEMBER SUPPORTED BUDGET =	\$362,310
Indirect Fee Allocation	Apply portion of FY 2024 indirect fee receipts as supplemental operating revenue	(\$150,000)
	TOTAL REQUIRED MEMBER FUNDING =	\$212,310

* In-kind labor and expense contributions are Member-provided costs for work performed in support of UMRWA in FY 2024.

Table 3 – FY 2025 MEMBER FUNDING ALLOCATIONS & ASSESSMENTS

Formula % Share	Member Agency %	Proposed FY25 Allocation	In-Kind Credit	Proposed FY 2025 Assessment	Actual FY 2024 Assessment
Amador Entities 20%	Amador County – 9.2%	19,533	(6,500)	13,033	12,905
	Amador Water Agency – 9.2%	19,533	0	19,533	19,405
	Jackson Valley ID – 1.6%	3,397	0	3,397	3,375
Calaveras Entities 20%	Calaveras County – 6.0%	12,738	0	12,738	12,656
	Calaveras County WD – 9.6%	20,381	0	20,381	20,250
	Calaveras PUD – 4.4%	9,342	0	9,342	9,280
EBMUD	EBMUD – 60%	127,386	(50,310)	77,076	74,570
TOTAL		\$212,310	\$56,810	\$155,500	\$152,441



Upper Mokelumne River Watershed Authority

Agenda No: **10**

Meeting Date: April 26, 2024

Title:

Audited Financials FY 2023 and 2022

Recommended Action:

Accept for Filing

Summary:

East Bay Municipal Utility District, whose Finance Director serves as the Authority's Treasurer, maintains the Authority's financial records. The Authority's financial records for the year ending September 30, 2023, have been audited by the independent accounting firm Lance, Soll & Lunghard, LLP. This year's audit is presented in the document titled Upper Mokelumne River Watershed Authority Basic Financial Statements - Fiscal Years Ending September 30, 2023 and 2022.

The financial statements present an independent overview of the Authority's finances, demonstrates the Authority's accountability of the monies it manages, and provides general information related to the preparation of the audit for the Authority's Governing Board and management. The audit report neither finds nor describes any financial problems or irregularities.

**A copy of the Basic Financial Statements report is included in the Supplemental Materials Packet.*



Upper Mokelumne River Watershed Authority

Agenda No: **11**

Meeting Date: April 26, 2024

Title:

Legislative Issues Update

Recommended Action:

For discussion and possible action.

Summary:

As requested by the Board at its January 2024 meeting, a letter of support was sent to State Senator Alvarado-Gil the author of SB 945, the Wildfire Smoke and Health Outcomes Data Act. The Senator's staff expressed appreciation for the support letter.

No other specific legislative matters are included in this staff report. At the Board meeting the EO may orally 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

Agenda No: **12**

Meeting Date: April 26, 2024

Title:

Re-setting Regular Board Meeting Schedule

Recommended Action:

Approve Resolution 2024-05 fixing the hour, date, and place of Regular Board meetings.

Summary:

An essential step in soliciting competitive proposals from forest treatment contractors is the ability for contractors to access and view the treatment units (and associated access options) included in the Authority's RFPs. Because large portions of the 26,000-acre FPP Phase 1 project area are at higher elevations (near 8,000 feet) there are concerns every year that spring snow conditions may delay contractor procurement such that the process will not be complete in time for consideration at the normally scheduled July Board meeting. This occurred in 2023 and resulted in the need for a special August meeting to award the treatment contracts. These concerns are present again this year and are likely to recur in the immediate years ahead as UMRWA endeavors to implement the FPP.

It is recommended the Board modify its regular Board meeting schedule by moving the fourth Friday in July meeting to occur instead on the third Friday in August. This modified meeting schedule would likely continue for the future as needed to efficiently implement the FPP.

Section 5.3 of the UMRWA Joint Powers Agreement specifies that Board meeting details are to be fixed by resolution. Resolution 2024-05 is attached.

UPPER MOKELUMNE RIVER WATERSHED AUTHORITY
RESOLUTION 2024-05

RESOLUTION OF THE BOARD OF DIRECTORS
FIXING THE HOUR, DATE, AND PLACE
OF REGULAR BOARD MEETINGS

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

WHEREAS, the Joint Powers Agreement establishing the Upper Mokelumne River Watershed Authority provides in Section 5.3 (Meetings of the Board) that the hour, date, and place of Regular Board meetings shall be fixed by resolution of the Board; and,

NOW, THEREFORE, BE IT RESOLVED that the UMRWA Board of Directors hereby:

1. Fixes the hour and dates of Regular Board meetings to be 10:00 a.m. on the fourth Fridays of January, April, and October, and the third Friday of August.
2. Sets the place of Regular Board meetings to be Pardee Center, Valley Springs, CA.

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

Board Chairperson

Attest:

Lorna Barfield, Authority Secretary



Upper Mokelumne River Watershed Authority

Supplemental Agenda Materials Packet - April 26, 2024 -

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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

**Signature Page
State of California, Sierra Nevada Conservancy – GRANT AGREEMENT**

GRANTEE NAME:	Upper Mokelumne River Watershed Authority	
PROJECT TITLE:	Forest Projects Plan Phase One-B	
AUTHORITY:	California Budget Act of 2023, SB 101, Section 2.00	
GRANT PROGRAM:	Wildfire Recovery and Forest Resilience	
AGREEMENT NUMBER:	1636	
AWARD DATE:	March 7, 2024	
<p><i>GRANT SUMMARY:</i></p> <p>Under the terms and conditions of this Grant Agreement, the Grantee shall complete the Project described in Exhibit A. The Sierra Nevada Conservancy grants to the Grantee up to the total Grant amount specified below for eligible costs of the Project.</p> <p><i>KEY DEADLINES:</i></p> <p><u><i>Project Implementation Completion Date:</i></u> The Grantee shall complete Project implementation by January 1, 2028.</p> <p><u><i>Payment Request for Final Expenditures, Final Report, and Deliverables:</i></u> The Grantee shall, unless otherwise authorized by the SNC, submit a Payment Request for Final Expenditures, and all other final reports, documentation, and deliverables required by Section K. Project Completion, by February 15, 2028. Expenditures associated with project management and/or administration activities undertaken through the date of the final request for payment may be included in the request for final payment and will be paid.</p> <p><u><i>Operation and Maintenance:</i></u> The Grantee shall operate, maintain, and use the Project site for 10 years, in accordance with Section E, Use of Land and Facilities.</p> <p><u><i>Monitoring Period:</i></u> The SNC has the right to monitor the Project site for 10 years following Project completion.</p> <p><u><i>Agreement Expiration:</i></u> This Agreement expires 10 years from the date of SNC execution of the Project Closeout Confirmation issued by the SNC pursuant to the Project Completion section of this Agreement.</p>		
<p><i>PROJECT CONTACTS:</i></p> <p>Michael Pickard is the Sierra Nevada Conservancy's designated Project Lead for this Grant. The Grantee's Authorized Representative is Richard Sykes.</p>		
Total State Grant not to exceed	\$ 4,739,056	(or eligible costs, whichever is less)

All terms and conditions are set forth in the attached Grant Agreement, which is hereby executed as follows.	
GRANTEE UPPER MOKELUMNE RIVER WATERSHED AUTHORITY	STATE OF CALIFORNIA SIERRA NEVADA CONSERVANCY
By (Signature):	By (Signature):
Name (Print):	Name (Print): Julie Alvis
Title:	Title: Chief Deputy Executive Officer
Date:	Date:
Organization Address:	Organization Address: 11521 Blocker Drive, Suite 205 Auburn, CA 95603

GRANT AGREEMENT
State of California – Sierra Nevada Conservancy

Grantee Name: Upper Mokelumne River Watershed Authority
Project Title: Forest Projects Plan Phase One-B
Agreement Number: 1636
Authority: California Budget Act of 2023
Program: Wildfire Recovery and Forest Resilience

SCOPE OF AGREEMENT

Pursuant to Division 23.3 of the California Public Resources Code, the Sierra Nevada Conservancy hereby grants to **Upper Mokelumne River Watershed Authority** (“Grantee”) a sum not to exceed **Four Million, Seven Hundred Thirty-Nine Thousand, Fifty-Six** dollars (**\$ 4,739,056**), subject to the terms and conditions of this Grant Agreement. Grantee shall use these funds to implement, manage, and administer the Project identified in Exhibit A to this Agreement (Exhibit A), which is incorporated herein by reference and attached hereto. Exhibit A sets forth: (1) Project Scope and Activities, (2) Project Tasks and Timeline, (3) Project Budget, (4) Project Deliverables, and (5) Project Reporting Requirements.

Grantee shall also implement this Project consistent with the provisions of the Sierra Nevada Conservancy Wildfire Recovery and Forest Resilience Directed Grant Program Guidelines which are incorporated herein by reference and are available on the SNC website at: <https://sierranevada.ca.gov/wp-content/uploads/sites/326/2022/06/Wildfire-Recovery-Forest-Resilience-Grant-Guidelines.pdf>

TERMS AND CONDITIONS OF GRANT

General Provisions

A. Definitions

1. “Agreement” means this Grant Agreement and all exhibits incorporated in this Agreement by reference.
2. “Deliverables” means the items specified in Exhibit A, Project Deliverables.
3. “Effective Date” means the effective date of this Agreement, which is the date that this Agreement is signed by the Executive Officer, or designee, of the SNC.

4. "Grant Funds" mean the money provided by the Sierra Nevada Conservancy to the Grantee under this Agreement.
5. "Grant Guidelines" means the Sierra Nevada Conservancy Wildfire Recovery and Forest Resilience Directed Grant Program Guidelines. A link to the Grant Guidelines is provided on page 3 of this Agreement.
6. "Grantee" means the entity identified as the Grantee on page 1 of this Agreement.
7. "Project" means the Project described in Exhibit A, including Project implementation, management, and administration.
8. "Project Budget" means the Grantee's approved expenses for completion of Project implementation, management, and administration, as described in Exhibit A, Project Budget.
9. "Project Implementation Completion Date" means the date by which all Project implementation work must be complete, as specified under Key Deadlines on page 1 of this Agreement. Please note that this may be a later date than the Completion of Project Tasks date set forth in Exhibit A.
10. "Project Tasks and Timeline" means the Grantee's intended schedule for completing the Project as set forth in Exhibit A, Project Tasks and Timeline.
11. "SNC" means the Sierra Nevada Conservancy, an agency of the State of California.
12. "State" means the State of California.

B. Term of Agreement

This Agreement runs from the Effective Date through the Agreement Expiration date as identified under Key Deadlines on page 1 of this Agreement, unless terminated or amended as provided in this Agreement.

C. Project Implementation, Management, and Administration

1. Grantee shall complete the Project in accordance with the Project Scope and Activities, Project Tasks and Timeline, and Project Budget set forth in Exhibit A, by the Completion of Project Tasks date.
2. Grantee shall submit all Deliverables and reports specified in Exhibit A in accordance with the deadlines set forth in Exhibit A. SNC may either delay disbursement of or withhold Grant Funds if Grantee fails to submit required Deliverables or reports by the deadlines specified in Exhibit A. Progress reports must be submitted using the Progress Report Template, which is available from

the SNC Project Lead. Final reports must use the Final Report Template, which is available from the SNC Project Lead.

3. Grantee shall furnish any and all additional funds that may be necessary to complete the Project.
4. Work done under this Agreement may be subject to the prevailing wage and other related requirements of the California Labor Code, Division 2, Part 7, Chapter 1, Sections 1720-1861. If required by law to do so, Grantee shall pay prevailing wage to all persons employed in the performance of any part of the Project and otherwise comply with all associated requirements and obligations. Grantee shall review applicable statutory provisions and the regulations adopted under the provisions, and the information available on the Department of Industrial Relations web site: <http://www.dir.ca.gov/public-works/publicworks.html> to determine its responsibilities.
5. Grantee shall comply with the California Environmental Quality Act (CEQA) (Public Resources Code, Section 21000 et seq. and Title 14, Division 6, Chapter 3 of the California Code of Regulations, Section 15000 et seq.) and all other local, State, and federal environmental laws. A copy of certified CEQA documents must be provided to SNC before implementing any activities that could directly impact the environment.

D. Publicity and Acknowledgment

1. Unless otherwise agreed upon in writing between the parties, Grantee shall acknowledge SNC support of the Project in any publications, studies, or reports that are made possible by or derived in whole or in part from this Project, and any news articles, brochures, seminars, or other promotional materials or media through which it publicizes the Project. Grantee shall acknowledge SNC's support in the following manner, where feasible: "Funding for this project has been provided by the Sierra Nevada Conservancy, an agency of the State of California."
2. Grantee shall install one or more signs on the Project site, or other location as appropriate, identifying the Project, displaying SNC's logo, and acknowledging SNC assistance. Grantee shall use the acknowledgement language as it appears in paragraph 1 above. Prior to placing signage, Grantee shall submit a sign plan for SNC review and approval, that describes the number, design, location, and wording of the required signage. SNC will withhold final disbursement until the signage is installed in accordance with the approved sign plan.

E. Use of Land and Facilities

1. During Project implementation, Grantee shall maintain a written agreement with the owner of the Project site sufficient to enable the Grantee to complete the Project in accordance with this Agreement.

2. Grantee shall ensure that the Project site is maintained, operated, and used consistent with the Project purposes for a minimum period of 10 years from the effective date of this Agreement, and that SNC is allowed access to the Project site for monitoring purposes through the Agreement Expiration date specified under Key Deadlines on page 1 of this Agreement. Grantee shall submit evidence to SNC demonstrating that Grantee has obtained rights to comply with the requirements of this subparagraph. If the Project site is sold or otherwise transferred, Grantee shall notify SNC and shall attempt to obtain an agreement with the new landowner enabling Grantee to comply with its obligations under this subparagraph.
3. The Grantee shall not use or allow the use of the Project for mitigation without the written permission of the SNC.

F. Site Inspection and Monitoring

1. During Project implementation, Grantee shall provide SNC with access to the Project site upon Grantee's confirmed receipt of SNC's request for access.
2. Following completion of Project Implementation, for the duration of the Agreement, SNC has the right to inspect the Project site to ascertain compliance with this Agreement and for monitoring purposes.

G. Use and Format of Deliverables

1. All material, data, information, and written, graphic or other work produced, developed, or acquired with Grant Funds, as set forth in Exhibit A, Project Deliverables is subject to the unqualified and unconditional right of SNC to use, reproduce, publish, display, and make derivative use of all such work, or any part of it, free of charge and in any manner and for any purpose; and to authorize others to do so. If any of the work is subject to copyright, trademark, service mark, or patent, SNC is hereby granted and shall have a perpetual, royalty-free, nonexclusive and irrevocable license to use, reproduce, publish, use in the creation of derivative works, and display and perform the work, or any part of it, and to grant to any third party a comparable and coextensive sublicense. Grantee shall include in any contract with a third party for work under this Agreement terms that preserve the rights, interests, and obligations created by this section, and that identify SNC as a third-party beneficiary of those provisions. Grantee shall not utilize the work produced under this Agreement for any profit-making venture or sell or grant rights to a third party for that purpose.
2. Grantee shall submit all electronic data collected and created under this Agreement to SNC. A condition of final payment under this Agreement includes delivery of all related data in the format requested. SNC reserves the right to conduct technical review of interim or final Project Deliverables prior to making reimbursement or final payments.

3. Grantee shall submit all data required by this Agreement in one or more of the following formats, as applicable:
 - a. Tabular data: Excel spreadsheets, Access Databases, or Comma, Space, Value (CSV) are acceptable for all tabular data that does not include spatial references associated with a latitude/longitude, mapped boundary, or imagery/raster/data used in remote sensing.
 - b. Spatial data: Accepted GIS file formats are zipped shapefiles (.shp) or file geodatabases (.gdb) with the projected coordinate system NAD 1983 California (Teale) Albers (Meters) (ESPG: 3310). Each project geometry type must be a polygon (single or multipart feature) with the below attributes:
 - SNCGrant (Integer) — the SNC grant number.
 - OrgName (Text) — the name of the Grantee organization.
 - ProjName (Text) — the project name as it appears on the grant agreement.
 - c. Grantee acknowledges that SNC may enter data into BIOS or other public tracking systems, where applicable.

H. Adjustment of Funds Among Budget Items

1. Except as otherwise provided herein, the Grantee shall expend Grant Funds in accordance with the Project Budget as described in Exhibit A. Grantee may exceed the total dollars of a category in the Project Budget by up to 10 percent provided that: 1) there is a corresponding decrease of funds in another category, 2) Grantee informs SNC of the categories to be increased and decreased, 3) Grantee reflects the adjusted amounts in all subsequent requests for disbursement and in reports required by Exhibit A, 4) the overall budget amount remains unchanged, and 5) the adjustment does not adversely affect Project completion. Any cumulative increase in a category or transfer between categories of more than 10 percent from the original budget in the amount of a category must be approved in advance in writing by SNC.
2. Funds may not be transferred to increase total dollars in the Administrative Costs indirect budget category; except that SNC may, in its sole discretion, permit an increase in the Administrative Costs indirect budget category. Any such discretionary increase must be approved in advance in writing by SNC.
3. No funds may be transferred from the Tribal Participation budget category into other budget categories. SNC may, in its sole discretion, permit a transfer from the Tribal Participation budget category. Any such discretionary transfer must be approved in advance in writing by SNC.

I. Payment Process and Documentation

1. All costs to be covered by Grant Funds must be eligible costs, as specified in the Eligible Costs section on page 8 of the Grant Guidelines.
2. SNC will disburse Grant Funds to Grantee for eligible costs of the Project incurred by Grantee to date on a reimbursement basis, less 10 percent, upon Grantee's submission of a Request for Payment and upon Grantee's satisfactory progress toward completion of the Project. SNC will disburse the cumulative 10 percent retention as provided in Section K. Project Completion. SNC may, in its sole discretion, waive the 10 percent retention.
3. Eligible costs of the Project are limited to expenses necessary to the Project, when documented by appropriate receipts.
 - a. Hourly rates billed to SNC and specified in the Project Budget shall be equal to the actual compensation paid by Grantee to employees, which may include employee benefits.
 - b. SNC will reimburse travel and related expenses at actual costs not to exceed the rates provided in Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 of the California Code of Regulations (CCR), except that reimbursement may be in excess of these rates upon documentation that these rates are not reasonably available to Grantee. Reimbursement for the cost of operating a private vehicle shall not, under any circumstance, exceed the current rate specified by the State of California for unrepresented State employees as of the date the cost is incurred. SNC will reimburse Grantee for other necessary expenses if those expenses are reasonable in nature and amount, taking into account the nature of the Project, its location, and other relevant factors.
4. Grantee shall submit all requests for payments using a completed Request for Payment worksheet, which is available from the SNC Project Lead.
5. The Request for Payment worksheet must be accompanied by: a) an itemized list of all expenditures according to the categories specified in the Project Budget and b) supporting documentation that clearly identifies the expenditure(s) in relation to the categories specified in the Project Budget. Requests for Payment may not be submitted more often than monthly.
6. Any Request for Payment that is submitted without the required itemization and documentation will not be authorized for payment. If the payment request package is incomplete, inadequate, or inaccurate, SNC will dispute the invoice for reasonable cause and hold all or a portion of the payment request until all required information is received or corrected. Any penalties imposed on the Grantee by a contractor, or other consequence because of delays in payment or

other breach of the Agreement between the Grantee and the contractor, are the responsibility of the Grantee and are not reimbursable under this Agreement.

7. SNC is not obligated to pay for any costs incurred by Grantee prior to the Effective Date of this Agreement.
8. SNC is not obligated to pay any Request for Payment unless the Grantee is in compliance with all deadlines for submission of status reports required by Exhibit A.

J. Advances of Grant Funds

1. If SNC determines, in its sole discretion, that compelling need warrants payment of Grant Funds in advance, and Grantee has provided sufficient justification, SNC may pay Grantee advance payments of Grant Funds.
 - a. SNC will not authorize an advance to a State agency or a joint powers authority created by an agreement to which the State is a party.
 - b. If Grantee is a nonprofit 501(c)(3) corporation, prior to any advance payment, the Grantee is required to submit documentation demonstrating that it is good standing as an organization exempt from taxation under Section 501(c)(3).
2. Except as provided in Section 2.a. below, no advance payment will exceed an amount equal to 25 percent of the total Grant Funds awarded by this Agreement. After the first advance, SNC will not provide a subsequent advance unless Grantee can demonstrate that it has expended or will soon expend the entire amount of the prior advance(s) and is in compliance with all requirements of this Agreement.
 - a. SNC may, in its sole discretion, approve an advance exceeding 25 percent of the total grant funds awarded by this agreement. Grantee must provide sufficient justification and documentation of need for a larger advance.
3. SNC will only consider a request for advanced Grant Funds that is submitted on a completed Advance Payment Request worksheet, available from the SNC Project Lead, with supporting documentation.
4. If Grantee pays subcontractors or any other subrecipient entities with SNC advanced funds, Grantee shall require that subcontractors and/or subrecipient entities comply with state statutes, regulations, requirements, and the terms and conditions of the SNC grant agreement. Regardless of any transfer or assignment of advance payments to subrecipients, Grantee shall be liable to the state agency for any failures by subrecipients to ensure the award is used in

accordance with state statutes, regulations, requirements, and the terms and conditions of the state award.

5. Grantee shall deposit advanced Grant Funds into a separate and federally-insured interest-bearing account of the Grantee that provides the ability to track interest earned and withdrawals. Grantee shall use all advanced Grant Funds and all interest earned on the Grant Funds solely for the Project. It is the sole responsibility of the Grantee to track and record any interest which will be deemed Grant Funds.
6. To document expenditure of advanced Grant Funds, Grantee shall, no later than 90 days after each withdrawal of advanced funds and each subsequent 90 days, submit to SNC a completed Advance Expenditure Report worksheet for the amount withdrawn, containing all supporting information required by Section I.5., the Payment Process and Documentation Section of this Agreement.
7. SNC will use the following process for purposes of providing a 10 percent retention for advanced funds. SNC will only advance up to 90 percent of the total SNC Grant Funds awarded. After providing the 90 percent of Grant Funds available to advance, SNC will not disburse any additional Grant Funds until Grantee has completed the Project and complied with Section K. Project Completion. SNC may, in its sole discretion, waive the 10 percent retention.
8. Within 30 days after completion of the Project or the Payment Request for Final Expenditures, Final Report, and Deliverables Date, whichever is sooner, Grantee shall return to SNC any advanced Grant Funds plus any interest earned that has not been expended.

K. Project Completion

1. Within 60 days of the Completion of Project Tasks date set forth in Exhibit A, or by the deadline specified on the signature page for submittal of the Payment Request for Final Expenditures, whichever is sooner, Grantee shall submit all of the following:
 - a. All Deliverables as specified in Exhibit A.
 - b. A Request for Payment for final expenditures, including those for Project implementation, management, and administration, with all required supporting documentation.
 - c. A Progress Report addressing the duration of time since the last submitted Progress Report (up to 6 months).
 - d. A Final Report including reporting on performance measures.

- e. An Equipment Closeout worksheet, if applicable. All equipment purchased using Grant Funds will be identified as part of the project closeout process, and SNC will make a determination on the disposition of the purchased equipment.
 - f. Any other documentation or submittals required by Exhibit A.
 - g. Evidence that a sign or signs have been installed consistent with Section D. Publicity and Acknowledgement, above.
 - h. Photographs documenting completion of the project.
2. Following the receipt of the items specified in paragraph 1., above, SNC staff, in coordination with the Grantee, may conduct a site visit to ascertain compliance with this Agreement.
 3. Following receipt of the items specified in paragraph 1., above and completion of any site visit mentioned in paragraph 2., above, SNC will reconcile the Project's financial reporting and prepare a Retention Request and Project Closeout Request (Project Closeout Confirmation). The Project Closeout Confirmation must be reviewed and signed by the Grantee and returned by the date indicated by SNC staff in order to receive any retained Grant Funds. Release of retained Grant Funds is contingent upon SNC's determination that Grantee has satisfactorily completed the Project.
 4. SNC shall return the approved Project Closeout Confirmation to the Grantee and the Project shall be deemed completed as of the date SNC signed the Project Closeout Confirmation.
- L. Agreement Termination/Failure to Perform
1. Prior to the completion of the Project, SNC may suspend or terminate this Agreement by providing Grantee with seven (7) days advance written notice.
 2. If SNC suspends or terminates this Agreement prior to the Project Implementation Completion Date, Grantee shall immediately stop all work and take all reasonable measures to prevent further costs to the SNC hereunder. SNC shall be responsible for any reasonable and non-cancelable obligations incurred by the Grantee under this Agreement prior to the date of the notice to suspend or terminate, but only up to the undisbursed balance of the Grant Funds.
 3. If Grantee fails to complete the Project in accordance with the terms of this Agreement, Grantee shall be liable for immediate repayment to the SNC of all amounts disbursed by the SNC under this Agreement, plus accrued interest. Interest shall be calculated at the rate(s) earned by the State's Pooled Money

Investment Account from the date of disbursement to the date of repayment, compounded monthly. The SNC may, in its sole discretion, consider extenuating circumstances and may waive Grantee's obligation to repay, in whole or in part. This paragraph shall not be deemed to limit any other remedies the SNC may have for Grantee's failure to complete the Project in accordance with the terms of this Agreement.

M. Records Retention

1. The Grantee shall keep separate and complete financial records relating to this Agreement, including evidence sufficient to reflect the receipt, deposit, and disbursement of all funds related to the Project.
2. Grantee shall maintain the financial records in sufficient detail to provide an audit trail that will permit tracing transactions from support documentation to the accounting records to the financial reports and billings.
3. The financial records required to be retained include all books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, personnel and payroll records, canceled checks, and related documents and records. Source documents include copies of all awards, applications, and required financial and narrative reports. Personnel and payroll records shall include the time and attendance reports for all individuals who are compensated or reimbursed under the Grant, whether they are employed full-time or part-time. Time-and-effort reports are also required for consultants and contractors.
4. Grantee shall require its contractors and consultants to maintain adequate supporting documentation in sufficient detail to provide an audit trail that will permit tracing transactions from the invoices to the financial statement to the accounting records to the supporting documentation.
5. Grantee shall use applicable Generally Accepted Accounting Principles published by the American Institute of Certified Public Accountants.
6. The financial records required to be maintained by this Agreement shall be retained for a minimum of three (3) years following the final disbursement by SNC and the final year to which the particular records pertain.
7. All records associated with the maintenance and operation period described in Section E. Use of Land and Facilities, above, shall be retained through expiration of this Agreement. Examples of such records include, but are not limited to, site monitoring reports, photographs, invoices for contracted work, payroll records for staff work associated with maintenance of the site, volunteer time logs, and Project logs identifying the type and frequency of maintenance treatments.

N. Audit Requirements

1. SNC may review, obtain, and copy all records required to be retained by this Agreement and all other records relating to Grantee's performance under this Agreement. Grantee shall provide SNC or its agents with any relevant information requested and shall permit SNC or its agents access to the Grantee's premises upon reasonable notice, during normal business hours, to interview employees and inspect and copy books, records, accounts, and other material that may be relevant to a matter under investigation, for the purpose of determining compliance with this Agreement and any applicable laws and regulations.
2. At any time, the SNC may disallow all or part of the cost of any activity or action which it determines to be out of compliance with the terms and conditions of this Agreement.
3. This Agreement, the Project, and records required to be retained by this Agreement are subject to examination and audit by the State of California, including but not limited to the Secretary of the Resources Agency, the Department of Finance, and the State Auditor during the records retention period specified in Section M.6. Records Retention, above.

O. Assignment

Except as expressly provided by written agreement between the SNC and the Grantee, this Agreement is not assignable by the Grantee either in whole or in part.

P. No Agency Agreement

In entering into and carrying out this Agreement, the Grantee, its officers, directors, employees, agents, and representatives, is each acting in an independent capacity and not as a partner, member, director, officer, agent, employee, or representative of SNC or the State.

Q. Liability

1. Grantee shall indemnify, protect and hold harmless SNC, the State, and their respective members directors, officers, agents, and employees (each an "Indemnified Party"), from and against any and all claims, demands, damages, liabilities, losses, costs (including attorneys' fees) and expenses (collectively, "Claims") arising out of, connected with or incident to this Agreement except that Grantee shall have no obligation to indemnify or hold harmless an Indemnified Party for Claims caused by the negligent or wrongful act of that Indemnified Party.

2. If Grantee is a public entity, Grantee waives any right to contribution and indemnity from the SNC and/or the State of California arising under Government Code Sections 895.2 and 895.6 in connection with this Agreement.
3. Grantee waives any and all rights to any express or implied indemnity or right of contribution from an Indemnified Party for any liability arising out of, connected with, or incident to this Agreement, except such liability as results from the negligent or wrongful act of an Indemnified Party.
4. Enforcement of the terms of this Agreement by SNC shall be at the discretion of SNC, and any forbearance by SNC to exercise its rights under this Agreement shall not be deemed or construed to be a waiver of such term or of any subsequent failure to perform the same or any other term of this Agreement or of any of the rights of SNC under it.

R. Nondiscrimination

1. During the performance of this Agreement, Grantee and its contractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, genetic information, gender, gender identity, gender expression, marital status, age, sexual orientation, military and veteran status, or because of use of family-care leave, medical-care leave, or pregnancy-disability leave (Government Code Section 12940). Grantee and its contractors also shall not unlawfully deny a request for, or take unlawful action against, any individual because of the exercise of rights related to family-care leave (Government Code Sections 12945.1 and 12945.2). Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination, harassment, and unlawful acts.
2. Consistent with Government Code Section 11135, Grantee shall ensure that no one, on the basis of race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, genetic information, or disability, is unlawfully denied full and equal access to the benefits of, or is unlawfully subjected to discrimination under, the work funded by SNC under this Agreement.
3. Pursuant to Government Code Section 12990, the Grantee and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations (California Code of Regulations Title 2, Section 7285.0 et seq.). The regulations of the Fair Employment and Housing Commission regarding Contractor Nondiscrimination and Compliance (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations) are incorporated into this Agreement by this reference.

4. Grantee and its contractors shall give written notice of their obligations under this non-discrimination clause to labor organizations with which they have a collective bargaining or other agreement and shall post in conspicuous places available to employees and applicants for employment, notice setting forth the provisions of this Section. Grantee shall also include the non-discrimination provisions of this Agreement in all contracts related to the Project.

S. Drug-Free Workplace Certification

By signing this Agreement, Grantee certifies that it will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code Section 8350 et seq.) and will provide a drug-free workplace.

T. Certification of No Air or Water Pollution Violation

By signing this Agreement, Grantee shall not be and certifies that it is not: (1) in violation of any order or resolution not subject to review promulgated by the California Air Resources Board or an air pollution control district; (2) subject to a cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

U. Computer Software

By signing this Agreement, Grantee certifies that it has instituted and will employ systems and controls appropriate to ensure that, in the performance of this Agreement, grant funds will not be used for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

V. Unionizing

By signing this Agreement, Grantee certifies that no Grant Funds will be used to assist, promote, or deter union organizing. If Grantee makes expenditures to assist, promote, or deter union organizing, Grantee shall maintain records sufficient to show that no State funds were used for those expenditures. Grantee shall provide those records to the Attorney General upon request, as provided in Government Code Section 16645.2.

W. Severability

If any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement that can be given effect without the invalid provision or application, and to this end, the provisions of this Agreement are severable.

X. Time of the Essence

Time is of the essence with respect to the Project Implementation Completion Date. With respect to all other dates set forth therein, Grantee shall use best efforts to accomplish the tasks by the specified dates.

Y. Entire Agreement and Amendment

This Agreement, including the attached exhibits, constitutes the entire Agreement between the parties hereto relating to the Project. No amendment to this Agreement will be valid unless made in writing and signed by Grantee and SNC. Any request by the Grantee for amendments must be in writing stating the amendment request and reason for the request.

Z. Locus

This Grant is governed by and shall be interpreted in accordance with the laws of the State of California. SNC and Grantee hereby agree that any action arising out of this Grant Agreement shall be filed and maintained in the Superior Court in and for the County of Placer, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Grant Agreement.

AA. Non-Availability of Funds

Disbursement of Grant Funds to Grantee under this Grant Agreement is contingent upon the availability of funds appropriated through the State budget process. If SNC funding for the Wildfire Recovery and Forest Resilience Directed Grant Program for any fiscal year is reduced or eliminated, SNC shall have the option to either terminate this Agreement with no liability occurring to SNC or, if possible and desirable, to offer an Agreement amendment to Grantee to reflect the reduced amount available for the project.

BB. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide Contractor advance written

notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Sierra Nevada Conservancy
Wildfire Recovery and Forest Resilience
Grant Program

EXHIBIT A

Grantee: Upper Mokelumne River Watershed Authority

Project Title: Forest Projects Plan Phase One-B

Agreement Number: 1636

PROJECT SCOPE / DESCRIPTION

The Forest Projects Plan Phase One-B (Project) is an implementation project in eastern Amador County. The Upper Mokelumne River Watershed Authority (UMRWA) will thin 1,595 acres of Eldorado National Forest lands with a mixture of mechanical mastication and hand-thinning techniques.

The Project is the result of a prior Sierra Nevada Conservancy (SNC) planning grant that completed analyses for National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) on approximately 26,000 acres of Eldorado National Forest land. The Project areas were identified as high-priority areas for thinning within the region by the Amador-Calaveras Consensus Group (ACCG), a local forest collaborative. The UMRWA will target 1,595 of these high-priority acres and conduct field preparations, including flagging of unit boundaries and sensitive exclusion areas. UMRWA will complete pre-commercial thinning operations with a majority of the work being mechanical mastication and, where slopes are too steep, hand thinning. Mastication units will spread chips across the forest floor and hand thinning units will use a combination of lop-and-scatter, chipping, and piling for future burning.

The outcome of this Project meets the “Healthy Watersheds and Forests” goal in the SNC Strategic Plan. The larger plan that UMRWA is implementing is focused in the Upper Mokelumne River watershed, providing downstream benefits to multiple communities within the Sierra Nevada, as well as providing municipal water supply to the nearly two million California residents within East Bay Municipal Utility District’s service area in the East Bay.

TASKS AND TIMELINE

Detailed Project Tasks	Approximate Project Timeline	Budget Category
Task 1: Funding Acknowledgement Signage 1.1: Draft sign design 1.2: Submit to SNC for review 1.3: Install sign	January 2027 – September 2027	B.
Task 2: 1,595 acres fuel reduction treatments 2.1: Establish before/after photo points 2.2: Establish unit boundaries 2.3: Mastication treatment 2.4: Hand thinning on steep slopes. Slash to be lopped and scattered, chipped, or piled for future burning.	September 2024 – September 2027	C., D.
Completion of Project Tasks * December 31, 2027		

*This is the date the Grantee anticipates completing the above project tasks. This date might be significantly earlier than the *Key Deadlines: Project Implementation Completion Date* on the agreement signature page, and can change as Project implementation proceeds.

Required Reporting	Due Date, Received by SNC	Budget Category
Six-Month Progress Reports with the following reporting periods: January 1 – June 30. July 1 – December 31	Aug 1 and Feb 1 through the life of the project ⁷ .	A.
Request for Payment of Final Expenditures Final Report, Including Performance Measures	60 days from Completion of Project Tasks or no later than the Key Deadline: Payment Request for Final Expenditures identified on the signature page of the Agreement, whichever is sooner.	A.

⁷Six-Month Progress Reports are required through the Completion of Project Tasks. The last Six-Month Progress Report may cover fewer than six months.

PROJECT BUDGET

Project Budget Categories	SNC Funding
A) Project Management and Reporting	\$198,500
B) SNC Signage	\$1,500
C) Environmental Monitoring and Compliance	\$230,000
D) Mastication and Hand Thinning	\$3,801,300
E) Administrative Costs	\$507,756
TOTAL	\$4,739,056

PROJECT DELIVERABLES**

Deliverable	Format	Date Due
Six-Month Progress Reports	SNC Report Forms	August 1 and February 1 of each year. [†]
Funding Acknowledgement signage	Picture / Location Map	Upon Project Completion
1,595 acres fuel reduction treatments	Reports, Pictures, Maps	Upon Project Completion
Updated Geospatial Files	See Geospatial Requirements in Project Reporting Requirements, below.	Upon Project Completion
Request for Payment of Final Expenditures	SNC Request for Payment Form	60 days from Completion of Project Tasks or no later than the <i>Key Deadline: Payment Request for Final Expenditures</i> identified on the signature page of the Agreement, whichever is sooner.
Final Report, Including Performance Measures	SNC Final Report Form	

** Deliverable is the term for the quantifiable items or documentation of completed activities that will be provided during and upon the completion of a Project. A Deliverable could be a report, a document, or any product that results from a Project.

[†]Six-Month Progress Reports are required through the Completion of Project Tasks. The last Six-Month Progress Report may cover fewer than six months.

PROJECT REPORTING REQUIREMENTS

Progress and Final Report(s):

The Grantee shall provide six-month progress reports and a final report as specified in the Project Timeline. Six-month progress reports shall reflect work completed in the previous six months, and final reports shall reflect the entire Grant period. A progress report shall also be submitted for the time period immediately preceding the submission of the final report, and may cover fewer than six months.

The templates and instructions for completing these reports can be found on the Sierra Nevada Conservancy (SNC) website.

Vegetation Treatment & Activity Tracking in Progress and Final Reports

If applicable, the grantee shall provide the status of or changes to the anticipated vegetation treatments and activities listed below as part of each progress and final report. This does not apply to planning projects.

Treatment 1 Objective(s):

Primary	Secondary (if applicable)	Tertiary (if applicable)
Other Fuels Reduction	Choose item.	Choose item.

Activity	Start Date (anticipated)	End Date (anticipated)	Acres Planned	Vegetation Type
Mastication	9/1/2024	9/30/2027	1329	Forest
Thinning (Manual)	9/1/2024	9/30/2027	266	Forest

Geospatial Files at Project Initiation and for the Final Report

If there is land conservation, forest health treatments, or other on-the-ground work to be implemented under the grant, or environmental compliance to be completed for a specific project area, geospatial files of the work as planned must be submitted within 60 days of execution of the Grant Agreement and geospatial files of the work as completed must be submitted with the final report.

Accepted GIS file formats are zipped shapefiles (.shp) or file geodatabases (.gdb) with the projected coordinate system NAD 1983 California (Teale) Albers (Meters) (ESPG: 3310). Each project geometry type must be a polygon (single or multipart feature) with the below attributes:

- SNCGrant (Integer) — the SNC grant number
- OrgName (Text) — the name of the Grantee organization.
- ProjName (Text) — the project name as appears on the grant agreement.

Projects with specific vegetation treatments and activities identified above must submit geospatial files for each vegetation treatment identified. Each treatment should have a geospatial polygon; activities do not need a geospatial polygon, but instead are represented as tables related to the corresponding treatment.

Performance Measures Reporting:

Performance Measures are used to track progress toward Project goals and desired outcomes. They provide a means of reliably measuring and reporting the outcomes and effectiveness of a Project and how it contributes to the SNC's achievement of its programmatic goals. Additional information, including details on specific Performance Measures, can be found on the SNC web site.

The Grantee shall report on Performance Measures as part of the Final Report. The Grantee shall consider the following four quantitative Performance Measures and report on the ones that are applicable to this Project.

1. **Resources Leveraged in the Sierra Nevada:**
The purpose of this Performance Measure is to measure the additional resources generated as a result of SNC investment. The total value is based on matching funds provided by external sources, number of volunteer hours donated, and the value of major in-kind contributions made to a Project.
2. **Number and Diversity of People Reached:**
The purpose of this Performance Measure is to measure progress on information-sharing and education efforts, and the inclusiveness of other Project efforts, such as plan development.
3. **Number and Type of Jobs Created:**
The purpose of this Performance Measure is to measure economic benefits to the Sierra Nevada Region by tracking the full-time-equivalent jobs created by SNC-funded activities.
4. **Number and Value of New, Improved, or Preserved Economic Activities:**
The purpose of this Performance Measure is to provide the types, quantities, and, where appropriate, estimated dollar values of new, improved, or preserved economic activities, products, and services. This PM relates to SNC's goals to develop tourism and recreational opportunities, aid in the preservation of working landscapes, and assist the regional economy.

In addition, the Grantee shall report on Project-specific Performance Measures that will help describe Project outcomes in a measurable way. The specific Performance Measures and the associated targets for this Project include the following:

5. **Acres of Land Improved or Restored:**
The purpose of this Performance Measure (PM) is to track efforts to improve natural resource conditions, such as site conditions and wildlife habitat, through

site improvement or restoration activities and reduce the risk of natural disasters, such as catastrophic wildfire, flood, avalanche, etc. Wherever possible, acres should be categorized by importance or priority rating, such as acres of critical habitat, or acres in moderate, high and very high fire hazard areas as delineated by CAL FIRE's Fire Hazard Severity Zoning Map.

UPPER MOKELUMNE RIVER WATERSHED AUTHORITY

CONSULTING SERVICES AGREEMENT FPP – Arbor Archeological Services

THIS CONSULTING SERVICES AGREEMENT (“Agreement” or “Contract”) is entered into as of April 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 INCONTEXT CULTURAL RESOURCES SOLUTIONS (“Contractor”).

RECITALS

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

B. Contractor is in the business of providing professional services related to Archeology 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 September 30, 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 and ralcott@umrwa.org. Compensation to Contractor shall be paid on a per acre 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: InContext Cultural Resources Solutions
Trish Fernandez, CEO and Principal Investigator
8000 California Avenue
Fair Oaks, CA 95628

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: InContext Cultural Resources Solutions</p> <p>BY: _____ Trish Fernandez, CEO and Principal Investigator</p> <p><u>Federal Tax I.D. No.: 61-1753485</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 Archeological Services prior to implementation of fuels reduction treatments in compliance with the NEPA Decision Memo for Forest Projects Plan (Phase 1). The Arbor Project Area consists of treatment polygons as shown on the Project Map and UMRWA provided shape files.

The intent of the scope of work is to describe the specific services the Contractor shall provide.

PROJECT DESCRIPTION:

The Forest Projects Plan - Arbor Project is an approximately 3,133 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 projects are designed to help prevent high-intensity, large-scale wildfires, improve forest conditions, and protect important wildlife habitat and other resources.

1. PROJECT TASKS

a. Inventory

Contractor shall inventory utilizing a surface-30 ("intensive") methodology (i.e., transect intervals spaced 30 meters or less apart) on slopes 30% or less on 567 project unit acres plus 83 project roadside acres. Contractor shall record all newly identified sites using the ENF New Site Form (Exhibit E).

Contractor shall perform intuitive cultural resources survey over 5% of the total project area in locations containing slopes in excess of 30 percent (estimated at 157 acres). These acres will be chosen at the commencement of fieldwork, in consultation with the Forest, targeting areas likely to contain cultural resources (i.e. saddles, springs, and areas visually containing unrecorded resources). Any other areas greater than 30% slope and areas encountered that are unsafe to survey will be plotted on GIS created maps, identified as 'not surveyed – unsafe' in the GIS data deliverables, and described in the yellow highlighted sections of the inventory report (Exhibit F) (i.e., acres) (note that the ENF will complete the non-highlighted sections of

the inventory report template). Time constraint is not an acceptable reason for performing less than the designated survey coverage methodology.

b. Monitoring

All previously known archaeological sites within or adjacent to the Project Units shall be relocated and monitored. ENF to provide site location information to Contractor. For each site, the contractor shall complete the monitoring form provided (attached in Exhibit D) and flag site in accordance with c. below. There are an estimated average of 0.030 sites/acre over the project area.

c. Site Flagging, Posting, Photographing, and Mapping

All sites shall be photographed, flagged, posted with a Sensitive Area tag, and mapped using GPS. Photographs that document the site's current condition shall be provided as part of the monitoring and new site forms, and photos shall be accessioned using the log sheet provided (attached in Exhibits G and H). The site boundaries shall be flagged using combined strips of pink and black flagging a minimum of two feet long. Flagging shall be intervisible. Flagging shall be provided by the ENF. The flagged boundaries of previously known sites will include all previously recorded features and artifacts (e.g., according to the most updated site sketch maps), or expanded to include newly identified cultural resources. Where flagged site boundaries differ in size and/or shape from previously recorded/flagged boundaries, these updates will be noted on the monitoring form with a brief explanation. New Sensitive Area tags (provided by the ENF) will be posted at all new sites and reposted at previously known sites where it is deemed necessary to replace tags that are not relocated, are burned, or are generally in poor condition. All flagged site boundaries will be mapped using GPS tracks so that sites can be plotted on GIS maps as polygon features.

When any linear site segment is encountered during a survey transect, a GPS point and photograph will be taken, and flags (using the pink and black flagging provided by the ENF) hung at that data point. The contractor will follow these same procedures to record newly identified linear archaeological site segments. Monitoring of known linear sites and minimal recordation of new linear sites will be documented on the site form provided by UMRWA and originating from the ENF (attached in Exhibit E).

Collection of surface artifacts is not authorized under this Agreement. If the Contractor determines artifacts at risk, ENF will be notified for approval for collection.

d. Annual Site Flagging

Annually, beginning in 2025 and 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.

e. **Site Documentation**

After the survey, site monitoring and recording, site flagging, and Sensitive Area postings have been completed, the contractor shall provide UMRWA with the following for submission to the ENF:

1. Draft GIS maps that clearly depict the units surveyed, the methodologies used, unsurveyed/unsafe areas within the units, and all encountered site locations (sites as polygons and linear site segments as point or line data) (sample GIS maps will be provided by ENF).
2. Draft GPS data used for depicting surveyed areas and site locations on the GIS maps. Submit data using appropriate attribute table templates provided by the ENF upon award.
3. A table that summarizes the units surveyed, methodology or methodologies utilized, acres inventoried by methodology, known sites monitored, any newly recorded sites, and linear site segments encountered during the inventory.

f. **Draft Report/Monitoring Forms (80 days from notice to proceed)**

Contractor shall prepare a draft inventory report following the ENF format provided by UMRWA (Exhibit F). Contractor shall complete only the yellow highlighted sections of the report template; the ENF will complete all remaining sections of the report based upon the ENF's previous work. The draft shall include the survey results provided to UMRWA after the survey was completed (deliverable #1). Monitoring forms and new site forms with attached photographs and site location maps shall be included. The report shall include a list and description of any newly located sites along with site location maps. The report shall also include a list and description of encountered linear site segments. Two sets of GIS maps shall be prepared that show the (1) survey units and inventory methodologies and (2) locations of cultural resources (including linear site data); these shall be prepared at the 1:24,000 scale. An electronic copy of the report in Word will be provided to UMRWA for submission to the ENF and ENF review. The Authority and the ENF will have 10 days for review of these documents.

g. **Final Report (100 days from notice to proceed)**

A final inventory report shall be prepared that has addressed any comments provided to the contractor by the Authority or the ENF. It shall include the final sets of GIS maps, final sets of site forms, and final sets of photographs with log sheets. Contractor shall provide 2 hard copies of the report and maps as well as 2 electronic copies, one as a Word document and the other as a PDF. All final GIS data shall be provided to UMRWA for submission to the ENF.

2. SCHEDULE

- a. Contractor conducts Archeological Services beginning upon receipt of the Notice to Proceed (or as soon thereafter as field conditions allow) and completing the monitoring by September 1, 2024.
- b. UMRWA may specify priority areas or sequence of units to be monitored in order to flag sites prior to fuels treatment work commencing.
- c. Contractor provides completed monitoring forms to the USFS within one month of completing the annual monitoring.
- d. Contract Termination date is September 30, 2027 to allow for annual site flagging maintenance, unforeseen delays, and/or additional survey areas added by mutual agreement.

3. RESTRICTIONS ON WORK

- a. Work may be performed at any time during the period of the contract, except as follows: 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.
- b. Contractor access to Project Area(s) may be achieved most efficiently through private SPI lands. SPI has indicated to UMRWA that access permission may be obtained by submitting a liability waiver to SPI. Contractor is responsible for securing that permission. UMRWA will, at Contractor's request, coordinate communication between Contractor and SPI. No road improvement work shall be permitted on SPI lands and access may necessitate high clearance vehicles and walking undrivable portions of roads.

4. 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.

5. 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.

6. 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.

7. FURNISHED PROPERTY

The Forest Service shall provide forms, templates, and maps/shape files of known site locations as necessary for the work. The Forest Service shall also provide flagging and Sensitive Area tags to the Contractor.

EXHIBIT B BUDGET

(Per Contractor's Pricing)

Exhibit B Budget

(Per Contractor's Pricing)

TASK	UNIT	ESTIMATED NUMBER OF UNITS	UNIT PRICE	EXTENDED PRICE
Intensive Inventory, Flagging, Site Documentation	Acre	650	\$50.16	\$32,604
Intuitive Survey, Flagging, Site Documentation	Acre	39	\$275.95	\$10,060.05
Previously Known Site Monitoring	Acre	Up to 1,710 ¹	\$11.16	\$19,083.60
Annual Site Flagging	Acre	Up to 2,360 ²	\$9.01	\$21,263.60
Draft and Final Report	Lump Sum	1	\$29,426	\$29,426
TOTAL FEE				\$112,437.25

¹Acres estimated assuming only sites in mastication units will need monitoring and flagging; acreage calculated by subtracting Intensive survey acres from total mastication and roadside acres (2,360-650=827).

²Total project mastication and roadside acres.

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 and/or monitoring additional acres that exceed acres 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: Arbor Project Area

Map 2. Arbor Survey Coverage

EXHIBIT D
MONITORING FORM

USDA Forest Service
 Eldorado National Forest
 Amador Ranger District

MONITORING AND UPDATE RECORD

Site No.: 05-03-51-xxxx

Perm. Trinomial: CA-ELD-_____

Common Name:

Page 1 of

Date Initially Recorded:

Date Updated/Monitored:

Type: Prehistoric

Historic

Multicomponent

Is Location Description accurate?

Yes

No (see attached map)

NRHP Status: eligible

ineligible

undetermined

unknown

Previously Recorded *Surface Integrity*: Excellent Good Fair Poor Unknown
 as inferred from site record or as taken directly from record

Date Last Monitored:

Present Site *Surface Condition*:

Excellent (100-90% intact)

Good (90-50%)

Fair (50-10%)

Poor (<10% intact)

Unknown

Is Site Recently Disturbed?

Is Site Flagged? Posted? How:

Newly Discovered Materials:

l. New Site Size: m x m = square meters

Fuels Characteristics:

Surface Fuel Type and Depth:

Duff Depth:

Other Additions to Site Record:

Monitored/Updated by: xxxxx, xxxxxx.

Reference: xxxxxx, by xxxxx (xxxx). Report on file at the Eldorado National Forest Supervisor's Office, 100 Forni Lane, Placerville, CA 95667.

EXHIBIT E

ENF NEW SITE FORM

EXHIBIT F

ENF INVENTORY REPORT TEMPLATE

**Cultural Resource Management
Report UMRWA Forest Projects
Plan
R2022-0503-51011**

1. **Undertaking Description:** *(brief, focused on Section 106 undertaking definition, not a cut and paste of a purpose and need)*
2. **Area of Potential Effect (Regional PA stipulation 7.3):** *(Define the APE (36 CFR 800.16[d]))*
 - Direct Effects to Historic Properties:
 - Indirect Effects to Historic Properties:
 - Cumulative Effects to Historic Properties:

APE Description: *Based to the above discussion, provide a description of the APE (consider vertical & horizontal); activities, geographical extent etc.).*

Total APE acres: XX

3. **Identification and Inventory Needs Assessment (Regional PA stipulation 7.4):**
 - A. **Pre-field Research:**
 - B. **Consultation Efforts:**
 - C. **Previously Identified Cultural Resources Summary:** *(provide a summary description the known sites such as number of prehistoric, historic, multi-component sites recorded, known historic sites etc.)*
 - D. **Resources of Interest/At Risk:**
 - E. **Previous Inventory:**

The following cultural resource reports document coverage of the project area:

Assessment of previous inventory efforts:

Previous Inventory determined to be adequate for this undertaking:

(Provide a rationale for each previous inventory that you have determined to be adequate)

- XXX Project – RXXXXXX –
-

Previous Inventory determined to be inadequate for this undertaking:

(Provide a rationale for each previous inventory that you have determined to be inadequate)

- XXX Project – RXXXXXX –

Total acres of acceptable previous survey: XXXXX

F. Inventory Strategy: *(Describe the survey strategy used for this project, include any protocols or PA provisions used, e.g., Protocol of Non-Intensive Inventory Strategies for Hazardous Fuels Appendix H)*

4. Results:

A. Inventory Results: *(Describe this work, include who conducted the survey, when the survey was conducted, what methods were employed, and field conditions encountered (e.g., 10 acres were determined to be impenetrable brush and were not surveyed)).*

Table 4.1 Cultural Resources Inventory within the APE:

Previous Survey	
Total Acres <i>previous adequate</i> survey:	
New Survey	
Intensive (0-15m interval):	
Surface 30 (15-30 m interval):	
Total Acres <i>newly</i> surveyed:	
Total Acres Inventoried:	

B. Cultural Resource Sites Identified within the APE: *(Provide a summary of the cultural resource sites that were located during the fieldwork and a summary of the associated work e.g., sites recorded, updated, monitored, flagged for avoidance or identification, etc.)*

Table 4.2 Cultural Resources Located in APE:

FS No. 05-03-XX-	Monitored? Updated? New?	RAR?	Resource Type	Comments

Note: P – Prehistoric, H – Historic, P/H - Multicomponent

5. Evaluation and Determination of NRHP Eligibility: *(Include a summary of any evaluations conducted, including CARIDAPs and expedited ineligible determinations (Stipulation 7.7.(c)), and*

6. Recommendations:

The following Standard Protection Measures ([Appendix E](#)) of the Regional Programmatic Agreement will be applied in order to ensure protection of Resources at Risk:

Table 6.1 Standard Protection Measures by Site and Activity:

FS No. 05-03-	Project Activity	Protection Measure

This project complies with Section 106 of the National Historic Preservation Act of 1966, as amended in accordance with provisions of the *Programmatic Agreement among the U.S.D.A. Forest Service, Pacific Southwest Region (Region 5), the California State Historic Preservation Officer, the Nevada State Historic Preservation Officer, and the Advisory Council on Historic Preservation Regarding Processes for Compliance with Section 106 of the National Historic Preservation Act for Management of Historic Properties by the National Forest of the Pacific Southwest Region (Regional PA 2018)*.

Should any previously unrecorded cultural resources be encountered during implementation of this project, all work should immediately cease in that area and the District Archaeologist be notified immediately. Work may resume after approval by the District Archaeologist; provided any recommended Standard Protection Measures are implemented. Should any cultural resources become damaged in unanticipated ways by activities proposed in this project; the steps described in the Regional PA for inadvertent effects will be followed.

Should the project boundaries or activities be expanded beyond the current APE, Section 106 compliance for this project will be incomplete until additional cultural resource review is completed.

The District Archaeologist will be kept informed of the status of various stages of the project, so that subsequent field work can proceed in a timely fashion. Monitoring of the area may occur after the project has been completed. This work will be documented in amendments to this report, as appropriate.

Prepared by:

Name
xxx District Archaeologist

Date

7. Attachments:

- Project Vicinity Map
- Project Location Map (ENF GIS base map, APE boundary)
- Survey Coverage Map (ENF GIS base map, APE boundary, previous acceptable survey, new survey)
- Site Location Map (ENF GIS base map, APE boundary, sites)
- Site Records/Monitoring Reports/Isolate
- Forms Evaluations
- Consultation Correspondence

8. Professional Determination and Recommendations (Stipulations 4.3 & 7.8):

I have reviewed this report and certify that it complies with the Stipulations of the Regional PA and meets appropriate Forest Service, State, or professional standards.

It is my finding that there will be:

_____ ***No Historic Properties Affected*** by implementation of this project (Stipulation 7.8[a]) as there are no historic properties located within the undertaking's APE.



___ **No Adverse Effect to Historic Properties** by implementation of this project where management measures are not required to protect historic properties (Stipulation 7.8(b) (1))

___ **No Adverse Effect to Historic Properties** by implementation of this project where Standard Resource Protection Measures will be used to protect, manage or maintain historic properties in a manner that avoids adverse effects (Stipulation 7.8.(b)(2))

___ **Resolution of Adverse Effects** will be required prior to implementation per 36 CFR 800.5 – 800.6. (Stipulation 7.8[c]) Consultation with SHPO regarding resolution is required and concluded prior to NEPA decision with approved mitigation included in NEPA decision.

Signed:

Chuck Hutcheson Eldorado NF Heritage Program Manager	Date

9. Line Officer Approval

___ *I concur with the above professional determinations and recommendations. .*

___ *I do not concur with the above professional determinations and recommendations.*

Signed:

Name Title	Date

EXHIBIT G

ENF PHOTO LOG

Amador Ranger District ARCHEOLOGICAL PHOTO RECORD					
YEAR 99	FILM TYPE color print 400	CAMERA & LENS Minolta 38-90 Zoom	ACCESSIO N No.		
Mo	Day	Exp	Frame	Subject/De scription	Site / Isolate No.
		1			05-03-55-
"	"	2			"
"	"	3			"
"	"	4			"
"	"	5			"
"	"	6			"
"	"	7			"
"	"	8			"
"	"	9			"
"	"	10			"
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"	"	20			"
"	"	21			"
"	"	22			"
"	"	23			"

EXHIBIT H

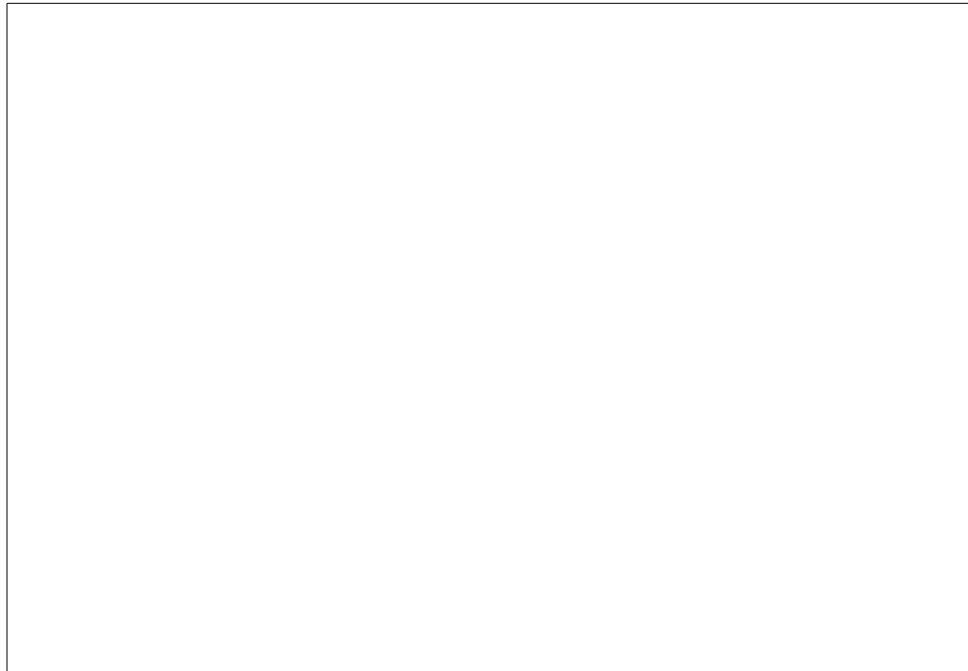
ENF PHOTO PAGE

Page of

Resource Name or # (Assigned by Recorder): 05-03-51-00



Top: (Frame).
Bottom: (Frame).



UPPER MOKELUMNE RIVER WATERSHED AUTHORITY

CONSULTING SERVICES AGREEMENT FPP – Birch Archeological Services

THIS CONSULTING SERVICES AGREEMENT (“Agreement” or “Contract”) is entered into as of April 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 INCONTEXT CULTURAL RESOURCES SOLUTIONS (“Contractor”).

RECITALS

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

B. Contractor is in the business of providing professional services related to Archeology 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 September 30, 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 and ralcott@umrwa.org. Compensation to Contractor shall be paid on a per acre 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: InContext Cultural Resources Solutions
Trish Fernandez, CEO and Principal Investigator
8000 California Avenue
Fair Oaks, CA 95628

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: InContext Cultural Resources Solutions</p> <p>BY: _____ Trish Fernandez, CEO and Principal Investigator</p> <p><u>Federal Tax I.D. No.: 61-1753485</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 Archeological Services prior to implementation of fuels reduction treatments in compliance with the NEPA Decision Memo for Forest Projects Plan (Phase 1). The Birch Project Area consists of treatment polygons as shown on the Project Map and UMRWA provided shape files.

The intent of the scope of work is to describe the specific services the Contractor shall provide.

PROJECT DESCRIPTION:

The Forest Projects Plan - Birch Project is an approximately 1,614.8 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 projects are designed to help prevent high-intensity, large-scale wildfires, improve forest conditions, and protect important wildlife habitat and other resources.

1. PROJECT TASKS

a. Inventory

Contractor shall inventory utilizing a surface-30 ("intensive") methodology (i.e., transect intervals spaced 30 meters or less apart) on slopes 30% or less on 242 project unit acres plus 83 project roadside acres. Contractor shall record all newly identified sites using the ENF New Site Form (Exhibit E).

Contractor shall perform intuitive cultural resources survey over 5% of the total project area in locations containing slopes in excess of 30 percent (estimated at 83 acres). These acres will be chosen at the commencement of fieldwork, in consultation with the Forest, targeting areas likely to contain cultural resources (i.e. saddles, springs, and areas visually containing unrecorded resources). Any other areas greater than 30% slope and areas encountered that are unsafe to survey will be plotted on GIS created maps, identified as 'not surveyed – unsafe' in the GIS data deliverables, and described in the yellow highlighted sections of the inventory report (Exhibit F) (i.e., acres) (note that the ENF will complete the non-highlighted sections of

the inventory report template). Time constraint is not an acceptable reason for performing less than the designated survey coverage methodology.

b. Monitoring

All previously known archaeological sites within or adjacent to the Project Units shall be relocated and monitored. ENF to provide site location information to Contractor. For each site, the contractor shall complete the monitoring form provided (attached in Exhibit D) and flag site in accordance with c. below. There are an estimated average of 0.030 sites/acre over the project area.

c. Site Flagging, Posting, Photographing, and Mapping

All previously known and newly discovered sites shall be photographed, flagged, posted with a Sensitive Area tag, and mapped using GPS. Photographs that document the site's current condition shall be provided as part of the monitoring and new site forms, and photos shall be accessioned using the log sheet provided (attached in Exhibits G and H). The site boundaries shall be flagged using combined strips of pink and black flagging a minimum of two feet long. Flagging shall be intervisible. Flagging shall be provided by the ENF. The flagged boundaries of previously known sites will include all previously recorded features and artifacts (e.g., according to the most updated site sketch maps), or expanded to include newly identified cultural resources. Where flagged site boundaries differ in size and/or shape from previously recorded/flagged boundaries, these updates will be noted on the monitoring form with a brief explanation. New Sensitive Area tags (provided by the ENF) will be posted at all new sites and reposted at previously known sites where it is deemed necessary to replace tags that are not relocated, are burned, or are generally in poor condition. All flagged site boundaries will be mapped using GPS tracks so that sites can be plotted on GIS maps as polygon features.

When any linear site segment is encountered during a survey transect, a GPS point and photograph will be taken, and flags (using the pink and black flagging provided by the ENF) hung at that data point. The contractor will follow these same procedures to record newly identified linear archaeological site segments. Monitoring of known linear sites and minimal recordation of new linear sites will be documented on the site form provided by UMRWA and originating from the ENF (attached in Exhibit E).

Collection of surface artifacts is not authorized under this Agreement. If the Contractor determines artifacts at risk, ENF will be notified for approval for collection.

d. Annual Site Flagging

Annually, beginning in 2025 and 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.

e. **Site Documentation**

After the survey, site monitoring and recording, site flagging, and Sensitive Area postings have been completed, the contractor shall provide UMRWA with the following for submission to the ENF:

1. Draft GIS maps that clearly depict the units surveyed, the methodologies used, unsurveyed/unsafe areas within the units, and all encountered site locations (sites as polygons and linear site segments as point or line data) (sample GIS maps will be provided by ENF).
2. Draft GPS data used for depicting surveyed areas and site locations on the GIS maps. Submit data using appropriate attribute table templates provided by the ENF upon award.
3. A table that summarizes the units surveyed, methodology or methodologies utilized, acres inventoried by methodology, known sites monitored, any newly recorded sites, and linear site segments encountered during the inventory.

f. **Draft Report/Monitoring Forms (80 days from notice to proceed)**

Contractor shall prepare a draft inventory report following the ENF format provided by UMRWA (Exhibit F). Contractor shall complete only the yellow highlighted sections of the report template; the ENF will complete all remaining sections of the report based upon the ENF's previous work. The draft shall include the survey results provided to UMRWA after the survey was completed (deliverable #1). Monitoring forms and new site forms with attached photographs and site location maps shall be included. The report shall include a list and description of any newly located sites along with site location maps. The report shall also include a list and description of encountered linear site segments. Two sets of GIS maps shall be prepared that show the (1) survey units and inventory methodologies and (2) locations of cultural resources (including linear site data); these shall be prepared at the 1:24,000 scale. An electronic copy of the report in Word will be provided to UMRWA for submission to the ENF and ENF review. The Authority and the ENF will have 10 days for review of these documents.

g. **Final Report (100 days from notice to proceed)**

A final inventory report shall be prepared that has addressed any comments provided to the contractor by the Authority or the ENF. It shall include the final sets of GIS maps, final sets of site forms, and final sets of photographs with log sheets. Contractor shall provide 2 hard copies of the report and maps as well as 2 electronic copies, one as a Word document and the other as a PDF. All final GIS data shall be provided to UMRWA for submission to the ENF.

2. SCHEDULE

- a. Contractor conducts Archeological Services beginning upon receipt of the Notice to Proceed (or as soon thereafter as field conditions allow) and completing the monitoring by September 1, 2024.
- b. UMRWA may specify priority areas or sequence of units to be monitored in order to flag sites prior to fuels treatment work commencing.
- c. Contractor provides completed monitoring forms to the USFS within one month of completing the annual monitoring.
- d. Contract Termination date is September 30, 2027 to allow for annual site flagging maintenance, unforeseen delays, and/or additional survey areas added by mutual agreement.

3. RESTRICTIONS ON WORK

- a. Work may be performed at any time during the period of the contract, except as follows: 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.
- b. Contractor access to Project Area(s) may be achieved most efficiently through private SPI lands. SPI has indicated to UMRWA that access permission may be obtained by submitting a liability waiver to SPI. Contractor is responsible for securing that permission. UMRWA will, at Contractor's request, coordinate communication between Contractor and SPI. No road improvement work shall be permitted on SPI lands and access may necessitate high clearance vehicles and walking undrivable portions of roads.

4. 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.

5. 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.

6. 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.

7. FURNISHED PROPERTY

The Forest Service shall provide forms, templates, and maps/shape files of known site locations as necessary for the work. The Forest Service shall also provide flagging and Sensitive Area tags to the Contractor.

EXHIBIT B BUDGET

(Per Contractor's Pricing)

Exhibit B Budget

(Per Contractor's Pricing)

TASK	UNIT	ESTIMATED NUMBER OF UNITS	UNIT PRICE	EXTENDED PRICE
Intensive Inventory, Flagging, Site Documentation	Acre	242	\$61.11	\$14,788.62
Intuitive Survey, Flagging, Site Documentation	Acre	39	\$ 257.95	\$10,060.05
Previously Known Site Monitoring	Acre	Up to 778 ¹	\$20.68	\$16,089.40
Annual Site Flagging	Acre	Up to 1,020 ²	\$17.75	\$18,105
Draft and Final Report	Lump Sum	1	\$24,014	\$24,014
TOTAL FEE				\$83,075.07

¹Acres estimated assuming only sites in mastication units will need monitoring and flagging; acreage calculated by subtracting Intensive survey acres from total mastication acres (1,020-242=778).

²Total project mastication acres.

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 and/or monitoring additional acres that exceed acres 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: Birch Project Area

Map 2. Birch Survey Coverage

EXHIBIT D
MONITORING FORM

USDA Forest Service
 Eldorado National Forest
 Amador Ranger District

MONITORING AND UPDATE RECORD

Site No.: 05-03-51-xxxx

Perm. Trinomial: CA-ELD-_____

Common Name:

Page 1 of

Date Initially Recorded:

Date Updated/Monitored:

Type: Prehistoric

Historic

Multicomponent

Is Location Description accurate?

Yes

No (see attached map)

NRHP Status: eligible

ineligible

undetermined

unknown

Previously Recorded *Surface Integrity*: Excellent Good Fair Poor Unknown
 as inferred from site record or as taken directly from record

Date Last Monitored:

Present Site *Surface Condition*:

Excellent (100-90% intact)

Good (90-50%)

Fair (50-10%)

Poor (<10% intact)

Unknown

Is Site Recently Disturbed?

Is Site Flagged? Posted? How:

Newly Discovered Materials:

l.New Site Size: m x m = square meters

Fuels Characteristics:

Surface Fuel Type and Depth:

Duff Depth:

Other Additions to Site Record:

Monitored/Updated by: xxxxx, xxxxxx.

Reference: xxxxxx, by xxxxx (xxxx). Report on file at the Eldorado National Forest Supervisor's Office, 100 Forni Lane, Placerville, CA 95667.

EXHIBIT E

ENF NEW SITE FORM

EXHIBIT F

ENF INVENTORY REPORT TEMPLATE

**Cultural Resource Management
Report UMRWA Forest Projects
Plan
R2022-0503-51011**

1. **Undertaking Description:** *(brief, focused on Section 106 undertaking definition, not a cut and paste of a purpose and need)*
2. **Area of Potential Effect (Regional PA stipulation 7.3):** *(Define the APE (36 CFR 800.16[d]))*
 - Direct Effects to Historic Properties:
 - Indirect Effects to Historic Properties:
 - Cumulative Effects to Historic Properties:

APE Description: *Based to the above discussion, provide a description of the APE (consider vertical & horizontal); activities, geographical extent etc.).*

Total APE acres: XX

3. **Identification and Inventory Needs Assessment (Regional PA stipulation 7.4):**
 - A. **Pre-field Research:**
 - B. **Consultation Efforts:**
 - C. **Previously Identified Cultural Resources Summary:** *(provide a summary description the known sites such as number of prehistoric, historic, multi-component sites recorded, known historic sites etc.)*
 - D. **Resources of Interest/At Risk:**
 - E. **Previous Inventory:**

The following cultural resource reports document coverage of the project area:

Assessment of previous inventory efforts:

Previous Inventory determined to be adequate for this undertaking:

(Provide a rationale for each previous inventory that you have determined to be adequate)

- XXX Project – RXXXXXX –
-

Previous Inventory determined to be inadequate for this undertaking:

(Provide a rationale for each previous inventory that you have determined to be inadequate)

- XXX Project – RXXXXXX –

Total acres of acceptable previous survey: XXXXX

F. Inventory Strategy: *(Describe the survey strategy used for this project, include any protocols or PA provisions used, e.g., Protocol of Non-Intensive Inventory Strategies for Hazardous Fuels Appendix H)*

4. Results:

A. Inventory Results: *(Describe this work, include who conducted the survey, when the survey was conducted, what methods were employed, and field conditions encountered (e.g., 10 acres were determined to be impenetrable brush and were not surveyed).*

Table 4.1 Cultural Resources Inventory within the APE:

Previous Survey	
Total Acres <i>previous adequate</i> survey:	
New Survey	
Intensive (0-15m interval):	
Surface 30 (15-30 m interval):	
Total Acres <i>newly</i> surveyed:	
Total Acres Inventoried:	

B. Cultural Resource Sites Identified within the APE: *(Provide a summary of the cultural resource sites that were located during the fieldwork and a summary of the associated work e.g., sites recorded, updated, monitored, flagged for avoidance or identification, etc.)*

Table 4.2 Cultural Resources Located in APE:

FS No. 05-03-XX-	Monitored? Updated? New?	RAR?	Resource Type	Comments

Note: P – Prehistoric, H – Historic, P/H - Multicomponent

5. Evaluation and Determination of NRHP Eligibility: *(Include a summary of any evaluations conducted, including CARIDAPs and expedited ineligible determinations (Stipulation 7.7.(c)), and*

6. Recommendations:

The following Standard Protection Measures (Appendix E) of the Regional Programmatic Agreement will be applied in order to ensure protection of Resources at Risk:

Table 6.1 Standard Protection Measures by Site and Activity:

FS No. 05-03-	Project Activity	Protection Measure



This project complies with Section 106 of the National Historic Preservation Act of 1966, as amended in accordance with provisions of the *Programmatic Agreement among the U.S.D.A. Forest Service, Pacific Southwest Region (Region 5), the California State Historic Preservation Officer, the Nevada State Historic Preservation Officer, and the Advisory Council on Historic Preservation Regarding Processes for Compliance with Section 106 of the National Historic Preservation Act for Management of Historic Properties by the National Forest of the Pacific Southwest Region (Regional PA 2018)*.

Should any previously unrecorded cultural resources be encountered during implementation of this project, all work should immediately cease in that area and the District Archaeologist be notified immediately. Work may resume after approval by the District Archaeologist; provided any recommended Standard Protection Measures are implemented. Should any cultural resources become damaged in unanticipated ways by activities proposed in this project; the steps described in the Regional PA for inadvertent effects will be followed.

Should the project boundaries or activities be expanded beyond the current APE, Section 106 compliance for this project will be incomplete until additional cultural resource review is completed.

The District Archaeologist will be kept informed of the status of various stages of the project, so that subsequent field work can proceed in a timely fashion. Monitoring of the area may occur after the project has been completed. This work will be documented in amendments to this report, as appropriate.

Prepared by:

Name
xxx District Archaeologist

Date

7. Attachments:

- Project Vicinity Map
- Project Location Map (ENF GIS base map, APE boundary)
- Survey Coverage Map (ENF GIS base map, APE boundary, previous acceptable survey, new survey)
- Site Location Map (ENF GIS base map, APE boundary, sites)
- Site Records/Monitoring Reports/Isolate Forms
- Evaluations
- Consultation Correspondence

8. Professional Determination and Recommendations (Stipulations 4.3 & 7.8):

I have reviewed this report and certify that it complies with the Stipulations of the Regional PA and meets appropriate Forest Service, State, or professional standards.

It is my finding that there will be:

___ **No Historic Properties Affected** by implementation of this project (Stipulation 7.8[a]) as there are no historic properties located within the undertaking's APE.

___ **No Adverse Effect to Historic Properties** by implementation of this project where



management measures are not required to protect historic properties
(Stipulation 7.8(b) (1))

___ **No Adverse Effect to Historic Properties** by implementation of this project where Standard Resource Protection Measures will be used to protect, manage or maintain historic properties in a manner that avoids adverse effects (Stipulation 7.8.(b)(2))

___ **Resolution of Adverse Effects** will be required prior to implementation per 36 CFR 800.5 – 800.6. (Stipulation 7.8[c]) Consultation with SHPO regarding resolution is required and concluded prior to NEPA decision with approved mitigation included in NEPA decision.

Signed:

Chuck Hutcheson
Eldorado NF Heritage Program Manager

Date

9. Line Officer Approval

___ **I concur with the above professional determinations and recommendations.**

___ **I do not concur with the above professional determinations and recommendations.**

Signed:

Name
Title

Date

EXHIBIT G

ENF PHOTO LOG

Amador Ranger District ARCHEOLOGICAL PHOTO RECORD					
YEAR 99	FILM TYPE color print 400	CAMERA & LENS Minolta 38-90 Zoom	ACCESSIO N No.		
Mo	Day	Exp	Frame	Subject/De scription	Site / Isolate No.
		1			05-03-55-
"	"	2			"
"	"	3			"
"	"	4			"
"	"	5			"
"	"	6			"
"	"	7			"
"	"	8			"
"	"	9			"
"	"	10			"
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"	"	12			"
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"	"	20			"
"	"	21			"
"	"	22			"
"	"	23			"

EXHIBIT H

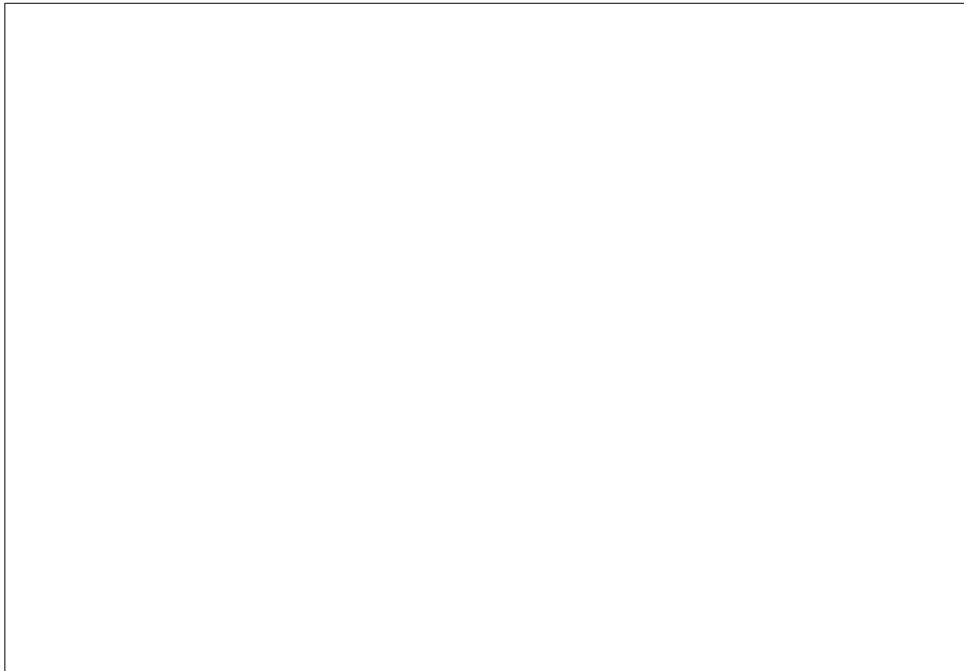
ENF PHOTO PAGE

Page of

Resource Name or # (Assigned by Recorder): 05-03-51-00



Top: (Frame).
Bottom: (Frame).



UPPER MOKELUMNE RIVER WATERSHED AUTHORITY

CONSULTING SERVICES AGREEMENT FPP – Birch Botanical Field Surveys and Report

THIS CONSULTING SERVICES AGREEMENT (“Agreement” or “Contract”) is entered into as of April 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 (Birch) 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 and ralcott@umrwa.org. Compensation to Contractor shall be paid on a Lump Sum (Tasks 1 and 3), 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 Birch Project Area consists of 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 (Birch) is an approximately 1,614 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 Birch Project Area):

Table 1. Target Species documented within the Forest Project Planning 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 austiniiae*, *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 1,614 acres requiring field surveys and flagging.

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

- a. Contractor conducts botanical field surveys beginning following Notice to Proceed (as soon as field conditions allow) and completing by September 1, 2024.
- b. UMRWA may specify priority areas or sequence of units to be monitored in order to flag sites prior to fuels treatment work commencing.
- c. Contractor prepares draft field survey report: By November 1, 2024.
- d. UMRWA/USFS provide Contractor comments on draft reports: By November 15, 2024.
- e. Contractor completes revisions and provides the Final Survey Data and Report back to UMRWA: By December 15, 2024.
- f. Contract Termination date is September 30, 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.
- b. Contractor access to Project Area(s) may be achieved most efficiently through private SPI lands. SPI has indicated to UMRWA that access permission may be obtained by submitting a liability waiver to SPI. Contractor is responsible for securing that permission. UMRWA will, at Contractor's request, coordinate communication between Contractor and SPI. No road improvement work shall be permitted on SPI lands and access may necessitate high clearance vehicles and walking undrivable portions of roads.

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	1	3,400	\$3,400.00
Task 2: Field Surveys, Flagging Sensitive Plants and Invasive Weeds, and Data Collection	Acre	Up to 1,614	\$13.41	\$21,643.74
Task 3: Field Survey Report	Lump Sum	1	4,000.00	\$4,000.00
TOTAL FEE				\$29,043.74

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 1,614 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

(Lists begin next page)

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.

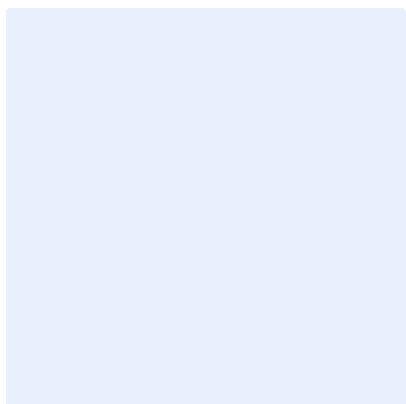
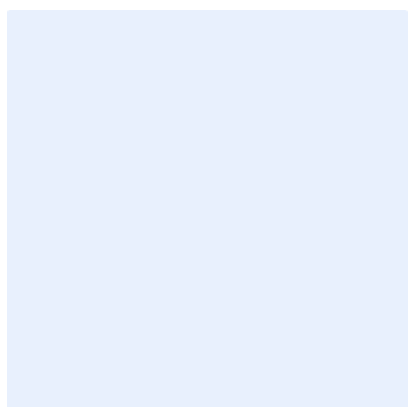
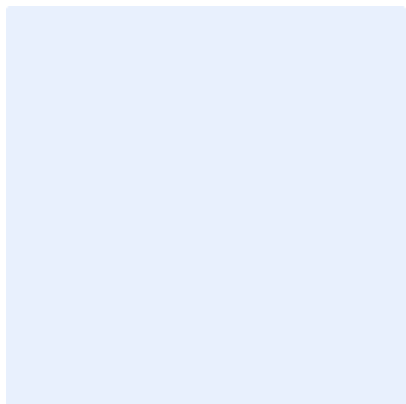


Exhibit F

Final Report Template

Eldorado NF
Forest Project Plan - Birch 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-Birch-XX	Each Survey area will be labeled starting with FPP-Birch-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-Birch-001 or existing Infestation ID for existing infestation.	Each new infestation will be labeled starting with NRCS plant codes followed by "FPP-Birch" 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-Birch-001 or existing ENF site ID	Each new infestation will be labeled starting with NRCS plant codes followed by "FPP-Birch" 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-Birch-001	Each photo will be labeled starting with "FPP-Birch" and then assigned consecutive #s.
Date	MM/DD/YYYY	
Description		Description of photo
Attachment	-	Include attached photos in feature

GRANT AND SERVICES AGREEMENT

This **Grant and Services Agreement** (as amended, amended and restated, modified, or supplemented from time to time, this “**Grant Agreement**”), is made as of April 26, 2024 (the “**Effective Date**”), by and between the Upper Mokelumne River Watershed Authority, a joint powers agency organized under the laws of the State of California (the “**Grantee**”) and Upper Mokelumne I FRB LLC, a Delaware limited liability company (the “**Grantor**”, and together with Grantee the “**Parties**”).

ARTICLE 1 PURPOSE

The purpose of this Grant Agreement is to provide a framework of cooperation of the Parties and to fund the management and implementation of forest restoration activities conducted in connection with Forest Projects Plan: Phase I in the upper Mokelumne River watershed (the “**Project**”).

ARTICLE 2 PROJECT DESCRIPTION

To accomplish the purposes set forth in Article 1, the Parties shall have the following responsibilities:

2.1 Grantee Responsibilities. The Grantee shall:

2.1.1 (a) Receive funds from the Grantor; (b) administer the financial tracking of the projects funded by the Grantor; and (c) use those funds solely for the (i) design and implementation of the Project and (ii) payment of indirect Project administration expenses, including financial stewardship, reporting, and other indirect expenses (the “**Administrative Expenses**”). Such Administrative Expenses shall not exceed 10% of the Grant received by the Grantee;

2.1.1 Perform, or cause its contractors or affiliates (collectively the “**Service Providers**”) to perform, directly or indirectly, services which are described in the scope of work set forth in Exhibit A (the “**Services**”);

2.1.2 Provide to the Grantor a quarterly status report (delivered no later than the last day of each February, May, August, and November) describing the status of any ongoing Service, in a form acceptable to the Grantor at its sole discretion. The Grantee shall provide any other reports and information regarding the Project and the Services as may be reasonably requested in writing by the Grantor;

2.1.3 Keep and maintain accurate records, accounts, and documentation pertaining to the receipt, disbursement, and use of the Grant 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 (4) years after the Effective Date. These records shall be accessible and available for inspection or audit by the Grantor and its service providers, including but not limited to employees, consultants, accountants, attorneys, or agents, at reasonable times and upon reasonable notice;

2.1.4 Comply, and require any Service Providers to comply, with applicable 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 applicable regulatory agencies and governmental authority;

2.1.5 Perform, and require its Service Providers to perform the Services in compliance with all applicable federal, state and local laws and regulations, including acquisition of all permits, licenses, entitlements and authorizations required to perform or undertake the Services; and

2.1.6 Not engage or allow the engagement of any Service Provider unless such 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.

2.2 Contribution.

2.2.1 Initial Contribution. The Grantor shall make a contribution of \$100,000 to the Grantee (the “**Initial Contribution**”). Such Initial Contribution shall be funded by ACH or wire transfer within thirty (30) days of the Effective Date, using payment instructions provided to the Grantor in writing by the Grantee.

2.1.2 Additional Contributions. Grantor may offer to make additional contributions under this Grant Agreement, at the Grantor’s sole discretion (the “**Additional Contributions**”), at any time until December 15, 2029 (the aggregate amount of the Initial Contribution and the Additional Contributions, the “**Grant**”). The Grantor shall communicate any such offer of an Additional Contribution to the Grantee by providing notice substantially in the form of Exhibit B, via email at the notice address provided herein. Grantee will have fifteen (15) business days to review the Additional Contribution offer and provide notice of acceptance by countersigning and returning the notice to the Grantor via email. For the avoidance of doubt, the Grantee may accept all, a portion, or none of the offered Additional Contribution. Any Additional Contributions that are accepted shall be funded by ACH or wire transfer within thirty (30) days after receipt of the countersigned notice, using payment instructions provided to the Grantor in writing by the Grantee.

2.2.2 Schedule 1. The amount of the Initial Contribution and any Additional Contributions shall be endorsed by the Grantor on Schedule 1 or at Grantor’s option, in its records, which schedule or records shall be conclusive, absent manifest error.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

3.1 Representations. The Grantee represents and warrants to the Grantor as of the Effective Date that:

3.1.1 it is a duly formed, valid, and existing corporation in good standing under the laws of and duly qualified to do business in the State of California.

3.1.2 the execution and delivery of this Grant Agreement, and the performance by the Grantee of its obligations hereunder and thereunder are within the Grantee’s powers and have been duly authorized by all necessary organizational action on the Grantee’s part, and do not and will not contravene or conflict with the Grantee’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 the Grantee is bound;

3.1.3 this Grant Agreement constitutes the Grantee’s legal, valid and binding obligations, enforceable in accordance with their respective terms;

3.1.4 the Grantee shall use the proceeds of the Grant Agreement solely for the purposes described in Article 1 herein; and

3.1.5 no consent, approval, authorization, license, governmental order, permit or filing from or with any governmental authority is required to be obtained or made by the Grantee in connection with the execution and delivery of this Grant Agreement and the performance by the Grantee of the transactions contemplated hereby.

**ARTICLE 4
MISCELLANEOUS**

- 4.1 Governing Law. The validity, interpretation, construction and performance of this Grant Agreement, and all acts and transactions pursuant hereto and thereto and the rights and obligations of the Grantee and the Grantor 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.
- 4.2 Entire Agreement. This Grant Agreement and the other documents referred to herein constitute the entire agreement and understanding between the Grantor and the Grantee 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.
- 4.3 Notices. Any notice, request or other communication to be given or made under this Grant Agreement to the Grantor or the Grantee shall be in writing. Such notice, request or other communication shall be deemed to have been duly given or made when delivered by hand, by international courier or express delivery service, or other electronic communication to the Party to which it is required or permitted to be given or made at such Party's address specified below or at such other address as such Party shall have designated by notice to the Party giving or making such notice, request or other communication. Any such notice, request or other communication sent to an e-mail address shall be deemed effective upon the Grantee's receipt of an acknowledgment from the Grantor (such as by return e-mail or other written acknowledgment).

Notices to Grantor:

Blue Forest Finance Inc.
Attn: Upper Mokelumne I FRB LLC
5960 S Land Park Dr #1264
Sacramento, CA 95822
Email: accounting@blueforest.org

Notices to Grantee:

Upper Mokelumne River Watershed Authority
18053 Camanche Parkway South
Valley Springs, CA 95252
Email: rsykes@umrwa.org

- 4.4 Amendments and Waivers. Any term of this Grant Agreement may be amended only with the written consent of the Parties. Any amendment or waiver effected in accordance with this Section 4.4 shall be binding upon the Parties.
- 4.5 Successors and Assigns. The terms and conditions of this Grant Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties. Notwithstanding the foregoing, the Grantee may not assign, pledge, or otherwise transfer this Grant Agreement without the prior written consent of the Grantor.
- 4.6 JURISDICTION; VENUE. ANY CLAIM OR DISPUTE BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS GRANT AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR

ACTIONS OF THE GRANTOR OR THE GRANTEE 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. THE GRANTEE 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. THE GRANTEE 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 THE GRANTEE 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, THE GRANTEE HEREBY IRREVOCABLY WAIVES SUCH IMMUNITY IN RESPECT OF ITS OBLIGATIONS UNDER THIS GRANT AGREEMENT.

- 4.7 WAIVER OF JURY TRIAL. EACH OF THE PARTIES TO THIS GRANT AGREEMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS GRANT AGREEMENT.
- 4.8 Compliance with Laws. The Grantee shall (a) maintain its entity existence and qualification and good standing in all states in which such existence, qualification, or good standing is necessary and (b) comply in all material respects with the requirements of all laws applicable to its business.
- 4.9 Relationship of Parties. Neither Party is a principal or agent of the other Party, and neither Party controls nor has any right of control over the other Party. The Grantor 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.
- 4.10 Limitation of Liability. The Grantor shall have no liability in connection with any Services directly or indirectly provided by the Grantee or at the Grantee's direction, including Services provided by any Service Provider, or for any other action of the Grantee. 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, the Grantee hereby expressly assumes all liabilities associated with the provision of the Services and any other actions required to be performed by the Grantee hereunder.
- 4.11 Indemnity. The Grantee shall, at its sole expense, protect, defend, release, indemnify, and hold harmless the Grantor and its owners, officers, employees, and representatives (each, a "**Grantor Affiliate**") from any losses imposed on, incurred by, or asserted against the Grantor or an affiliate of the Grantor, directly or indirectly, arising out of or in connection with this Grant Agreement or the transactions contemplated hereunder or thereunder or in connection therewith.
- 4.12 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.
- 4.13 Counterparts. This Grant 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*]

IN WITNESS WHEREOF, the Parties have executed this Grant Agreement as of the Effective Date.

GRANTEE

**Upper Mokelumne River Watershed
Authority**

By: _____
Name: Richard Sykes
Title: Executive Officer
Address: 18053 Camanche Parkway S
Valley Springs, CA 95252
Email: rsykes@umrwa.org

GRANTOR

Upper Mokelumne I FRB LLC

By: _____
Name: Gordon Vermeer
Title: CFO, Blue Forest Finance
Inc., as member, Upper
Mokelumne I FRB LLC
Address: 5960 S Land Park Dr #1264
Sacramento, CA 95822
Email: accounting@blueforest.org

Exhibit A

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.

Exhibit B

FORM OF ADDITIONAL CONTRIBUTION NOTICE

Additional Contribution Notice

[Date]

From:

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

To:

Mr. Richard Sykes,

Reference is made to the Grant and Services Agreement, dated [•] (the “Grant Agreement”), by and between Upper Mokelumne River Watershed Authority (the “Grantee”) and Upper Mokelumne I FRB LLC (the “Grantor”). Capitalized terms used herein and not otherwise defined shall have the respective meanings ascribed thereto in the Grant Agreement.

This Additional Contribution Notice is given by the Grantor to the Grantee pursuant to Section 2.2.2 of the Grant Agreement. If the Grantee elects to accept the offered Additional Contribution, the Grantee shall countersign and return this notice to the Grantor within fifteen (15) business days of the date of this notice.

The Additional Contribution amount offered is \$ _____.

GRANTOR

Upper Mokelumne I FRB LLC

By: _____
Name:
Title:

By signing below and returning this notice to Grantor, Grantee elects to accept (check one):

- The entire amount of the offered Additional Contribution.
- A portion of the offered Additional Contribution in the amount of \$ _____.

GRANTEE

Upper Mokelumne River Watershed Authority

By: _____
Name:
Title:
Date:

UPPER MOKELUMNE RIVER WATERSHED AUTHORITY

CONSULTING SERVICES AGREEMENT

- Forest Projects Plan (Phase 1B - Birch) Implementation Services -

THIS CONSULTING SERVICES AGREEMENT (“Agreement” or “Contract”) is entered into as of April 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 Stewardship West, a California 501(c)3 Nonprofit Public Benefit Corporation (“Consultant”).

RECITALS

WHEREAS, AUTHORITY requires specialized consulting services related generally to the conduct of the Authority’s forest program and specifically to the implementation of the Forest Projects Plan (Phase 1B - Birch) Fuels Reduction Project funded by the Sierra Nevada Conservancy (Agreement No. 1636); and

WHEREAS, AUTHORITY wishes to retain CONSULTANT for its knowledge and experience in forest stewardship project implementation, including collaboration with local, state, and federal agencies involved in forest work. CONSULTANT represents it has the experience, qualifications, and expertise to perform said services in a professional and competent manner; and

NOW, THEREFORE, it is mutually agreed by AUTHORITY and CONSULTANT that for the considerations hereinafter set forth, CONSULTANT shall provide said services to AUTHORITY, as set forth in greater detail herein.

1. SERVICES TO BE RENDERED BY CONSULTANT.

1.1 Consultant shall perform all tasks described in Exhibit A, Scope of Work (the “Work”) on the Schedule as described in Exhibit B, each attached and incorporated by this reference. All services shall be rendered with the care and skill ordinarily used by members of Consultant’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. Consultant shall be responsible for the technical accuracy of its services and documents resulting therefrom and Authority shall not be responsible for discovering deficiencies therein. Consultant shall correct such deficiencies without additional compensation unless such deficiency is directly attributable to defects in information furnished by Authority.

1.2 Consultant is authorized to proceed with the Work upon receipt of a Notice to Proceed and as directed by Authority. Upon receipt of the Notice to Proceed Consultant 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 Consultant 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 Consultant’s or Authority’s duties set forth herein. Adjustments in compensation shall be determined through negotiation between the parties to the Agreement. Consultant 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 and final payment made by the Authority, or in any event no later than December 31, 2027. Authority reserves the right to terminate this Agreement with or without cause on seven (7) days' written notice to Consultant. In the case of such early termination, Consultant 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 CONSULTANT. The Consultant will be compensated for actual work performed based on the rates and fees described in Exhibit C, Compensation, attached and incorporated by this reference. Consultant acknowledges and agrees the sole source of funding to compensate Consultant for performing the Work is the Sierra Nevada Conservancy grant (Agreement No. 1636). Consultant 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 with a copy to robalcott@aol.com. In no event shall compensation for completion of the Work exceed \$316,500.
6. INVOICING AND PAYMENT. Consultant shall submit, as noted in paragraph 5 above, monthly invoices for work performed. With each invoice the Consultant will submit a brief Progress Report that indicates the budget and completion status of each task. Retention of 10% 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 Consultant within 15 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, Consultant 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. To defray carrying charges resulting from delayed payments, simple interest at the rate of 1 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.
7. SUPERVISION OF THE WORK.
 - 7.1. Consultant shall be solely responsible for all methods, techniques, sequences, and procedures, and shall coordinate all portions of the Work. Authority shall deal only through Consultant, who shall be responsible for the proper execution of the entire Work.
 - 7.2. Consultant shall be responsible to Authority for the acts and omissions of Consultant's employees, subconsultants, and their agents and employees, and any other persons performing any of the Work under a contract with Consultant.
8. ASSIGNMENTS. Consultant may not assign, subcontract, or transfer its interest in this Agreement without the written consent of Authority.
9. CONSULTANT NOT EMPLOYEE OF AUTHORITY. It is understood that Consultant is not acting hereunder as an employee of Authority but solely as an independent Consultant. Consultant, 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, Consultant has no authority or responsibility to exercise any rights or power vested in Authority. It is understood by both Consultant and Authority that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.

10. LICENSES, ETC. Consultant represents to Authority that it or its principals have all licenses and qualifications, of whatsoever nature, that are legally required for Consultant to practice its profession and to perform the Work. Consultant agrees that Consultant shall, at its sole cost and expense, always keep in effect during the term of this Agreement any license that is legally required for Consultant or its principals to practice its profession and perform the Work. Consultant further agrees that any subconsultant engaged by Consultant to perform a portion of the Work shall similarly possess all licenses and qualifications of whatsoever nature that are legally required for the subconsultant to perform the portion of the Work that is the subject of the subcontract at issue.

11. INSURANCE.

11.1 Consultant shall take out and always maintain during the performance of any work to be done under the terms of this Agreement a policy or policies of insurance as follows:

11.1.1 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 Consultant's liability.

11.1.2 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 Consultant in the performance of the Agreement.

11.2 Consultant 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. Consultant agrees that the insurance required above shall be always in effect during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant 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.

11.3 Certificates of insurance must include the following provisions:

11.3.1 The insurer will not cancel the insurance coverage without 30 days prior written notice to the Authority; and

11.3.2 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.

11.4 Consultant'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 Consultant's insurance and shall not contribute with it.

11.5 Consultant shall be responsible for payment of any deductible contained in any insurance policy required under this Agreement and Consultant 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) Consultant'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) Consultant shall provide a financial guarantee, satisfactory to Authority's Executive Officer, guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

11.6 Claims made policies: If any of the required policies provide coverage on a claims-made basis:

11.6.1 The retroactive date must be shown and must be before the date of the contract or the beginning of the contract work.

11.6.2 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.

11.6.3 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 Consultant must purchase "extended reporting" coverage for a minimum of four (4) years after completion of contract work.

12. 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, Consultant 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. Consultant 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.

13. OWNERSHIP OF DOCUMENTS. Consultant 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. Consultant 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 Consultant 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.

14. 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.

15. INDEMNIFICATION. Consultant 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 Consultant or Consultant's officers, agents,

employees, independent Consultants, subconsultants, or authorized representatives, unless such Claim arises out of the negligence or willful misconduct of Authority or its agents or employees.

16. NON-DISCRIMINATION. Consultant agrees that, in the performance of services under this Agreement, Consultant 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.

17. 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 Consultant: Kevin Zeman
Stewardship West
PO Box 2424
Arnold, CA 95223

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.

18. PROJECT PERSONNEL. Consultant shall not change key project personnel without advising the Authority.

19. CONFLICT OF INTEREST. Consultant 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. Consultant further agrees that in the event the Consultant 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.

20. CONTRACT EXECUTION. The individual executing this Agreement on behalf of Consultant represents that he or she is fully authorized to execute and deliver this Agreement.

21. 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.

22. 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.

23. 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.
24. 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.
25. INFORMATION PROVIDED BY CONSULTANT. Consultant 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 Consultant’s sources are incorrect.
26. EXECUTIVE ORDER N-6-22. Consultant 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>CONSULTANT: Stewardship West</p> <p>BY: _____ Kevin Zeman, President/CEO</p> <p><u>Federal Tax I.D. No.:</u></p>
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Exhibit A

Scope of Work

- Forest Projects Plan (Phase 1B - Birch) Fuels Reduction Project -

Task 1 - Contractor Procurement

- A. Review draft Request for Proposals (RFPs), confer with LEI re questions and suggestions.
- B. Participate in annual pre-field meeting with the USFS to review delegations of authority, roles and responsibilities, project schedule, etc.
- C. Participate in pre-proposal Contractor meetings.
- D. Review Proposals and participate as member of Selection Committees.

Task 2 - Project Operations

A. IN-FIELD UNIT PREP

1. Conduct on-the-ground field inspections and unit preparation prior to operations. These tasks will require oversight by a Registered Professional Forester (RFP) and assistance from Forestry Techs.
 - a) Ensure all field personnel are geared with proper protective gear (e.g., hard hats, bear mace, first aid kits).
 - b) Using ARC GIS "Field Maps" software, collect data points to refine unit boundaries and other resource attributes for field unit and road number identification prior to operations. Identify unit entry points along roads with plastic tags.
 - c) Coordinate with USFS and Contractor to clear road access prior to operations. Coordinate as needed with USFS and private land inholdings such as SPI and others for road and gate access.
 - d) If needed, coordinate with UMRWA and USFS concerning nearby USFS operations to avoid conflicts.
 - e) As needed, flag private property boundaries, verify arch site protection flagging, verify botanical resources protection flagging, flag stream course protection zones and flag other areas as needed to protect resources.
 - f) Coordinate with LEI GIS technicians and staff to ensure clear understanding of environmental protection measures (e.g., NEPA Design Criteria) and locations of sensitive areas such as arch sites and sensitive plants. GIS technicians will prepare Avoidance Area Maps for reference pre and during operations.

B. CONTRACTOR OVERSIGHT

1. Monitor/Oversee Contractor's performance and ensure Contractor fulfills contract terms.
 - a) Ensure specified work is completed by Contractor in a thorough, workmanlike manner and in compliance with the NEPA Design Criteria as well as the Contractor's work schedule. This task may involve coordination with project botanists and archeologists.
 - b) Coordinate with Contractor to obtain a project Work Plan and schedule and facilitate a pre-operations meeting after Contract is executed but no sooner than 1 week before work is to commence.
 - c) Prior to operations start-up, complete the first detailed and thorough fire readiness inspection and a tail-gate meeting with the Contractor(s). These inspections will occur randomly during

operations to ensure fire readiness compliance and emergency response equipment is working properly.

- d) Oversight of Contractor will involve on-the-ground inspections more frequently at first (3-4 times per week) and may taper off depending on experience with Contractor. Typically, a minimum of 2-3 days per week on-the-ground inspections is needed during peak operations.
 - e) Exercise responsibility for in-field administration and interpretation of terms and conditions of the Contractors General Service Agreement, including Contractor in-field operations and performance, and for liaison and coordination between the Authority, Contractor, and USFS.
 - f) Correct any error or omission in work specifications with USFS concurrence, as appropriate, and consult with LEI or UMRWA regarding any dispute over contract interpretation or terms.
 - g) Coordinate with USFS personnel as needed to ensure Contractor's work meets project specifications.
 - h) Ensure Contractor complies with contract requirements and project schedule.
2. Changes in Work, Change Orders
- a) Secure USFS approval of any modifications to project work specifications.
 - b) Approve work and specification changes, upon USFS concurrence, in writing, that do not increase the Contractor's compensation.
 - c) Recommend to UMRWA, via email, any proposed work or specification change, with USFS concurrence, that would increase Contractor's compensation.
 - d) If needed, confer with LEI to prepare and process any required change as may be necessary and appropriate for completing work.
3. Approving completed work and processing Contractor invoices
- a) Secure USFS approval of Contractor's completed work.
 - b) Review accuracy and completeness of Contractor completed work invoices.
 - c) Secure USFS approval of invoiced work.
 - d) Email approved invoice to Stewardship West Administrative Representative (Admin Rep) for grant invoicing, and UMRWA (Rob Alcott) for payment.
4. Operations Reporting
- a) Submit via email weekly in-season (or monthly off-season) Project Status Report to designated UMRWA team members.
 - b) Participate in regularly scheduled FPP-1 Team coordination calls.
 - c) Maintain written log of all notable field actions including USFS approved work modifications and approved Contractor invoices.
 - d) Take photos of project area before and after treatment work is performed, and store/file/share those photographs for grant reporting purposes. Email photos to LEI (Karen Quidachay).

Task 3 - Grant Invoicing & Reporting

A. CONTRACTOR INVOICES TO UMRWA

1. Contractor submits invoice via email to Stewardship West Operations Representative (Ops Rep) with copy to Stewardship West Admin Rep.
2. Stewardship West Ops Rep reviews invoice and, within 3 working days of receipt, secures USFS approval of invoiced work.

3. Stewardship West Ops Rep sends approved Contractor invoice via email, with copy to RA, to Stewardship West Admin Rep noting the invoiced work has been approved by the USFS and the invoice is approved by Stewardship West Ops Rep for processing.
4. Stewardship West to keep detailed records of Contractor invoice data via Contractor Invoice Table Template prepared for Stewardship West by LEI.
5. UMRWA (Rob Alcott) will prepare an invoice Payment Request and submit to EBMUD Accounting for payment to contractor.

B. STEWARDSHIP WEST INVOICES TO UMRWA

1. Stewardship West Admin Rep will prepare monthly Stewardship West invoices to UMRWA. Invoices will include Stewardship West timesheets (and, if applicable, subcontractor timesheets/invoices) utilizing the LEI Time Tracker and LEI Invoice Template prepared for Stewardship West by LEI.
2. Stewardship West Admin Rep will email the monthly Stewardship West invoice packet to UMRWA (Rob Alcott) for approval and processing.

C. GRANT REIMBURSEMENT INVOICES TO SNC

1. Stewardship West Admin Rep will prepare a monthly SNC grant reimbursement invoice and assemble associated back-up materials via the LEI Invoice Template.
2. Stewardship West Admin Rep will email the completed SNC invoice packets to UMRWA (Rob Alcott) for approval.
3. A PDF copy of the approved and signed SNC invoice form will be returned to the Stewardship West Admin Rep.
4. UMRWA (Rob Alcott) will electronically submit completed invoices to SNC.
5. Stewardship West will keep detailed records of invoice data, subcontractor hours, and payment information via Stewardship West-Birch Invoice Tracking Sheets and Budget Analysis Tables (prepared for Stewardship West by LEI).

D. SNC GRANT REPORTING

1. Stewardship West Admin Rep will prepare regular progress reports (monthly or quarterly as per SNC requirements).
2. Prior to submittal, a draft copy of the reports will be emailed to UMRWA for review.
3. Stewardship West Admin Rep will electronically submit Progress Reports to SNC.

Templates and Documents

The following project-related spreadsheets, templates, and standardized documents will be made available and are to be used by Stewardship West in fulfilling applicable tasks as described above.

- Timesheet Tracker
- Monthly Invoice Template/SNC Form Preparation
- Invoice Tracking Sheets
- Project Budget Analysis Tables
- Operator Invoice Summary Table
- Delegations of Authority

Exhibit B Schedule

Consultant shall execute Exhibit A Scope of Work tasks consistent with the schedule established in the Sierra Nevada Conservancy grant agreement for the Forest Projects Plan (Phase 1B - Birch) Fuels Reduction Project (SNC Project No. 1636).

Exhibit C Compensation

A. Consultant Hourly Rates

The following rates apply to work during the term of this agreement.

<u>Position</u>	<u>Hourly Rate</u>
Program/Project Manager	\$135
Registered Professional Forester	\$130
Operations Manager/Field Representative	\$125
Forestry Technician	\$ 35 - \$70
Administrative Representative	\$ 65

[Hourly rate adjustments not to exceed 5% may be considered after July 1, 2025.]

B. Direct Costs

Eligible Direct Costs incurred by CONSULTANT in fulfilling services described in Exhibit A will be reimbursed by Authority as follows.

- Vehicle mileage between CONSULTANT's office (and other recognized Stewardship West work locations) and project-related travel locations at applicable IRS rate.
- Parking and tolls.
- Extraordinary reproduction/copying, postage, or overnight delivery charges.
- Meal, transportation, lodging, and other travel expenses must be pre-approved to be eligible for reimbursement. And only those travel expenses allowed under the UMRWA - SNC (Birch) grant agreement may be reimbursable.



FS Agreement No. _____

Cooperator Agreement No. _____

STEWARDSHIP AGREEMENT
Between The
UPPER MOKELUMNE RIVER WATERSHED AUTHORITY
And the
USDA FOREST SERVICE, ELDORADO NATIONAL FOREST

This Stewardship Agreement is hereby made and entered into by and between the Upper Mokelumne River Watershed Authority, hereinafter referred to as “UMRWA,” and the USDA, Forest Service, Eldorado National Forest, hereinafter referred to as the Forest Service, under the authority and provisions of the Agricultural Act of 2014, Pub. L. 113-79, sec. 8205.

Background: In 2003 Congress authorized the Forest Service and the Bureau of Land Management to enter into stewardship contracts and agreements “to achieve land management goals for the national forests that meet local and rural community needs.” The primary focus of this legislation is to achieve land management goals through stewardship projects awarded under contracts or agreements. Unique to the legislation is the ability to exchange goods for services that meet the land management objectives.

The area addressed in this Stewardship Agreement is known as the portion of the Upper Mokelumne River Watershed (HUC8: 18040012) that falls within the Amador Ranger District of Eldorado National Forest and lies within the borders of the States of California. This area includes an un-estimated number of acres to be treated during the term of this Stewardship Agreement.

The Forest Projects Plan, hereinafter referred to as "FPP Phase 1 and 2," encompasses two phases: Phase 1 consists of non-commercial actions to reduce forest ladder fuels and implement forest management activities on approximately 25,671 acres whereas Phase 2 is a large landscape-level project located on NFS lands of the Upper Mokelumne River Watershed that consists of timber stand and wildlife habitat improvements while providing watershed protection benefits. Phase 1 planning and environmental compliance (NEPA and CEQA) has been completed whereas Phase 2 planning is currently underway.

FPP Phase 1 and 2 is a partnership project between UMRWA, a Joint Powers Agency comprised of six water agencies and the counties of Amador, Calaveras, Alpine, and the Forest Service.

The regional stakeholder Amador Calaveras Consensus Group was an active contributor to the Phase 1 plan, and it endorsed the final project and associated environmental reviews. Ongoing collaboration occurs through regular monthly updates provided by the FPP-1 project team members to the ACCG.

The Phase 2 planning process has a comprehensive outreach and collaboration program organized into groups based on interest and availability. Project collaboration is accomplished through and with the Partnership Team, Interdisciplinary Team, Modeling Work Group, Technical Advisory Group, and Stakeholder Group.

Title: UMRWA Forest Projects Plan Phase 1 and 2

I. PURPOSE:

The purpose of this Stewardship Agreement is to document the cooperative effort between the parties for landscape restoration activities within the portion of the Upper Mokelumne River Watershed (HUC8: 18040012) that falls within Amador Ranger District of the Eldorado National Forest in accordance with the following provisions and the hereby incorporated Appendices.

Appendix A	Definitions
Appendix B	Technical Proposal
Appendix C	Map of Stewardship Project Area
Appendix D	Financial Plan
Appendix E	Schedule of Items and Specifications
Appendix F	Timber Removal Specifications
Appendix G	Guidelines for Operations

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The Forest Service is a land management agency dedicated to the wise use and management of National Forest System (NFS) lands, including the responsibility for maintaining and improving resource conditions.

A joint powers authority engaged in the stewardship of the Upper Mokelumne River watershed's natural resources, UMRWA's mission is to develop partnerships, formulate plans, execute projects, and leverage federal and state investments for widespread regional benefit. Formed in the year 2000 to address then existing and emerging issues related to Upper Mokelumne River watershed water quality, water supply and the environment, the Authority initiated its Forest Program with the signing of a Master Stewardship Agreement with the Forest Service in May 2016.

The mission of the USDA Forest Service is to sustain the health, diversity, and productivity of the Nation's forests and grasslands to meet the needs of present and future generations. In addition, the 10-year Wildfire Crisis Strategy outlined four pillars of success which includes restoration of burned landscapes, improvements to forest health and watershed conditions, reduction of fuels especially around communities within high risk fireheds, and development of workforce capacity through collaboration and investment in partnerships. The Forest Service benefits from this partnership through an expansion of workforce capacity to meet resource management and fire risk reduction objectives.

This Stewardship Agreement between Forest Service and UMRWA is based on a long-standing partnership built on trust and common interests. The purpose is to document the cooperation between parties to jointly achieve mutually beneficial end results tied to improving forest and fire resiliency within the Upper Mokelumne River Watershed. Through this agreement, both parties will increase capacity to accomplish forest resource management project such as, but not limited to: forest fuels reduction and wildland fire management, implementation and/or maintenance of fuel breaks, reforestation, watershed restoration and/or protection, fish and wildlife habitat improvement, GIS data management, natural resource data collection and management, job training and development, noxious weed control, roads and trails maintenance, erosion control, and environmental analysis (NEPA/CEQA) for project planning and implementation, resource monitoring and adaptive management, Tribal and stakeholder engagement. Mutual benefit will be realized through strengthening of working relationships, improved landscape condition, increased forest and community resilience within the Stewardship Project Area.

Mission accomplishment for both parties will be furthered by the restoration of natural resources across the landscape.

All projects conceived under this Stewardship Agreement will undergo a collaborative process to determine specific habitat improvements. The collaborative process will ensure that the benefits of undertaking restoration activities are mutually beneficial to UMRWA and the Forest Service as well as being beneficial to a wide diversity of interests involved in collaboration.

Both parties share an interest in improving the ecosystem condition and function of the landscape. A healthy landscape provides a variety of benefits beyond the needs of a single species, and therefore benefits both parties.

It is therefore mutually beneficial for the parties to work together to implement these landscape restoration and enhancement projects.

In consideration of the above premises, the parties agree as follows:

III. THE PARTNER SHALL:

- A. LEGAL AUTHORITY. UMRWA shall have the legal authority to enter into this Stewardship Agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the nonFederal share of project costs, when applicable.
- B. TECHNICAL PROPOSAL. In coordination with the Forest Service, prepare and submit for review a Technical Proposal, which will be attached as Appendix B when finalized. This Technical Proposal must address agreed upon land management activities within in the Stewardship Project Area displayed in Appendix C, for the proposed operating period. The Technical Proposal must abide by all laws and regulations pertaining to the management and protection of National Forest System (NFS) lands and adhere to the National Environmental Policy Act (NEPA) document and all mitigation identified therein.

The Technical Proposal will be used to make an evaluation and arrive at a determination as to whether the proposal will meet the requirements of the Forest Service. Therefore, the Technical Proposal must present sufficient information to reflect a thorough understanding of the requirements and a detailed description of the techniques, procedures, and program for achieving the objectives of the specifications/statement of work. Technical Proposals will be evaluated on the basis of the following criteria. As a minimum, the Technical Proposal must clearly provide the following:

1. A plan of operations for both timber harvest and stewardship project work. Include a timeline and the rationale for the work activities identified to ensure activities will be completed by the expiration date of the SPA.
2. Quality control plan for both the harvesting and stewardship projects.

The approved Technical Proposal will become part of this SPA without necessity of a formal modification.

- C. **BILLING**. Bill the Forest Service for costs incurred on the project. *See related Provision Section IV. Provision N. Payment/Reimbursement*
- D. Coordinate with Forest Service at all stages of the stewardship project to ensure that activities are approved by the appropriate staff and prior to beginning any ground-disturbing work.
- E. In consultation with Forest Service, provide qualified personnel or contractors to implement tasks associated with the project for all work performed on National Forest System lands.
- F. Complete all necessary California Environmental Policy Act (CEQA) requirements.
- G. Coordinate with Forest Service to competitively seek grants and leverage existing funds that will support the timely completion of all stewardship project work activities associated with this agreement.
- H. Provide a Stewardship Project Liaison who has the appropriate technical expertise to provide oversight at all stages of the stewardship project and who will ensure that work is completed in a safe and timely manner according to Forest Service specifications.
- I. Perform in accordance with the Technical Proposal, Financial Plan, and all other Appendices accompanying this agreement.

IV. THE FOREST SERVICE SHALL:

- A. Have the Regional Forester or authorized designee approve all stewardship project proposals.

- B. Inform UMRWA of any changes in stewardship policy, law and regulations.
- C. Recognize UMRWA's contribution, in a manner acceptable to both parties, in news releases, interpretive signs, photographs, or other media as appropriate.
- D. SERVICE WORK. In coordination with UMRWA, complete a Schedule of Items and Specifications, Appendix E.
- E. TIMBER REMOVAL. Coordinate with UMRWA to provide a completed Appendix F, Timber Removal Specifications, when forest products are exchanged for services. This Appendix may include:
 - 1. Location of Stewardship Project Area.
 - 2. Volume estimates and Utilization Standards.
 - 3. Timber Designations, i.e. timber marking, silvicultural prescriptions or unit boundaries.
 - 4. Timber Payment rates.
 - 5. Stump height.
 - 6. Specified and temporary roads.
 - 7. Measurement instructions (scaled or pre-measurement).
 - 8. Advance payment requirements.
- F. TECHNICAL PROPOSAL REVIEW. Review the Technical Proposal and work with UMRWA to make any necessary changes. *See related Provision III-B.*
- G. TECHNICAL PROPOSAL EVALUATION. Evaluate the Technical Proposal on technical and cost evaluation criteria, such as, but not limited to:
 - 1. Operating Plan for FPP Phases 1 and 2.
 - 2. Environmental Compliance Plan for Phase 2.
 - 3. Quality Control Plan for FPP Phases 1 and 2.
 - a. Invoicing Procedures.
 - b. Designation of Roles and Responsibilities.
 - 4. Collaboration and Utilization of Local Work Force.
- H. Provide a Stewardship Project Liaison who has the appropriate technical expertise to provide oversight at all stages of the project and who will ensure work is completed in a safe and timely manner according to Forest Service specifications.
- I. Assure that all legal and agency requirements (e.g., NEPA/CEQA, permitting) associated with stewardship project activities of this agreement have been met prior to any ground-disturbing work.
- J. Periodically monitor work progress conducted in the stewardship project area as necessary to approve invoices and annual performance reports.

- K. Provide UMRWA notification of competitive grant opportunities to support timely completion of the stewardship project activities associated with this agreement.
- L. Provide advance notice to UMRWA of any changes to invoice guidelines and/or financial status reporting deadlines that may differ from information provided under PAYMENT/REIMBURSEMENT due to funding source.
- M. Upon notification, or otherwise becoming aware of an existing or potential problem that may comprise health or safety within the stewardship project area, promptly notify UMRWA contacts. In the case that potential or existing problem is due to activities performed by UMRWA, Forest Service will provide UMRWA an opportunity to remediate such problem(s). The Forest Service reserves the right to issue a written order suspending all or part of the project activities if the work may pose a risk to either health or safety.
- N. PAYMENT/REIMBURSEMENT The Forest Service shall reimburse UMRWA for the Forest Service's share of actual expenses incurred, not to exceed **\$200,000.00**, as shown in the Financial Plan. In order to approve a Request for Reimbursement, the Forest Service shall review such requests to ensure payments for reimbursement are in compliance and otherwise consistent with the terms of the agreement. The Forest Service shall make payment upon receipt of the UMRWA's monthly invoice. Each invoice from UMRWA shall display the total project costs for the billing period, separated by Forest Service and UMRWA share. In-kind contributions must be displayed as a separate line item and must not be included in the total project costs available for reimbursement. The final invoice must display the UMRWA's full match towards the project, as shown in the financial plan, and be submitted no later than 90 days from the expiration date.

Each invoice must include, at a minimum:

1. Cooperator name, address, and telephone number.
2. Forest Service agreement number.
3. Invoice date.
4. Performance dates of the work completed (start & end).
5. Total invoice amount for the billing period, separated by Forest Service and Cooperator share with in-kind contributions displayed as a separate line item.
6. Display all costs, both cumulative and for the billing period, by separate cost element as shown on the financial plan.
7. Cumulative amount of Forest Service payments to date.
8. Statement that the invoice is a request for payment by "reimbursement."
9. If using SF-270, a signature is required.
10. Invoice Number, if applicable.

The invoice shall be forwarded to:

EMAIL: asc_ga@fs.fed.us

FAX: 877-687-4894

POSTAL: USDA Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
101B Sun Ave NE
Albuquerque, NM 87109

Send a copy to:

Michelle Wolfgang
100 Forni Road
Placerville, CA 95667
michelle.wolfgang@usda.gov

cc James Thornock
26820 Silver Drive
Pioneer, CA 95666
james.thornock@usda.gov

- O. JUSTICE 40 INITIATIVE. Executive Order (EO) 14008, Tackling the Climate Crisis at Home and Abroad, was signed on January 27, 2021. This EO commits federal agencies to providing 40% of federal benefits to disadvantaged communities. When the cooperator is considering a subaward or contract to be executed under this agreement, the cooperator may consider the requirements of EO 14008, section 223, OMB M-21-28 and OMB-23-09.

V. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

- A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this Stewardship Agreement.

Principal Partner Contacts:

Karen Quidachay UMRWA P.O. 561 Shingle Springs, CA 95682 (530) 903-0116 karenq.landmark@outlook.com	Richard Sykes UMRWA 15083 East Camanche Parkway South Valley Springs, CA 95252 (510) 390-4035 rsykes@sbcglobal.net
<i>Title:</i> UMRWA Associate to Executive Officer	<i>Title:</i> UMRWA Executive Officer

Principal U.S. Forest Service Contacts:

Michelle Wolfgang Eldorado National Forest 100 Forni Road Placerville, CA 95667 (805) 588-8675 michelle.wolfgang@usda.gov	Joe Stout Eldorado National Forest 100 Forni Road Placerville, CA 95667 joseph.stout@usda.gov
<i>Title/Role:</i> Partnership Coordinator/Program Manager	<i>Title:</i> Forest Supervisor
James Thornock Eldorado National Forest 26820 Silver Drive Pioneer, CA 95666 (209) 295-5910 james.thornock@usda.gov	
<i>Title/Role:</i> Division Chief 1 /Stewardship Project Liaison	<i>Title:</i> Grants Management Specialist, Region 5

- B. AVAILABILITY FOR CONSULTATION. Both parties will make themselves available at mutually agreeable times, for continuing consultation to discuss the conditions covered by this Stewardship Agreement and agree to actions essential to fulfill its purposes.
- C. ANNUAL MEETING. At a minimum, the parties will meet annually to discuss potential stewardship projects and jointly review the active stewardship project proposal list.
- D. ENVIRONMENTAL MANAGEMENT SYSTEM (EMS). The parties will comply with the Forest Service’s environmental management system (EMS) which is a systematic approach to improving environmental performance by identifying activities and environmental impacts that occur on National forest system (NFS) lands. The Forest Service will provide UMRWA with details for compliance.
- E. NEPA COMPLIANCE. The Forest Service will assure that this Stewardship Agreement incorporates necessary design criteria and standards for operation to comply with the NEPA document. UMRWA will work with the Forest Service to comply with these terms on the ground.
- F. ACCEPTANCE OF COMPLETED WORK. No less than monthly, UMRWA will notify the Forest Service of any completed work that is ready for inspection. The Forest Service may accept all, or a reasonable portion of any specific activity.
- G. CREDIT FOR SERVICE WORK. Stewardship credits will be established for the number of service units (on the Schedule of Items) of each activity that has been completed and accepted by the Forest Service. Stewardship credits will not be earned for work that is in progress that has not been accepted by the Forest Service. UMRWA’s costs, excluding

project development costs, attributable to service work will be incorporated into the Schedule of Items unit rate.

- H. EARNED STEWARDSHIP CREDITS. Earned stewardship credits are exchanged for forest products received by UMRWA at the value designated in the Stewardship Agreement Financial Plan, Appendix D. Earned stewardship credits may also be funded with federal funds which will be obligated and reimbursed through NRM.
- I. ELECTRONIC TRACKING SYSTEM. An Integrated Resource Statement of Account (IRSA) which is an Automated Timber Sales Statement of Account (TSSA) and Progress Reports of Stewardship Credits and Payments (PRSP/PRSC) will be used as a tracking system for payments, stewardship credits, cash deposits and work progress. The Forest Service project contacts identified in Provision V-A is responsible for communicating on-the-ground accomplishments to Forest Service resource staff for input into the IRSA
- J. MONTHLY REPORTING. When the project is active, the Forest Service will enter the value of the completed and accepted work into the Automated Timber Sale Accounting system (ATSA) monthly and provide UMRWA with a copy of the Statement of Account.
- K. OVERPAYMENT. Any funds paid to UMRWA in excess of the amount entitled under the terms and conditions of this agreement constitute a debt to the Federal Government. The following must also be considered as a debt or debts owed by the Cooperator to the Forest Service:
 - 1. Any interest or other investment income earned on advances of agreement funds; or
 - 2. Any royalties or other special classes of program income which, under the provisions of the agreement are required to be returned.

If this debt is not paid according to the terms of the bill for collection issued for the overpayment, the Forest Service may reduce the debt by:

- 1. Making an administrative offset against other requests for reimbursement.
- 2. Withholding advance payments otherwise due to .
- 3. Taking other action permitted by statute (31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B).

Except as otherwise provided by law, the Forest Service may charge interest on an overdue debt.

- L. TECHNICAL AND COST EVALUATION. Best approach determination is the evaluation method used by the Forest Service to approve stewardship agreement technical proposals. Such consideration shall primarily consider criteria other than cost. These non-price criteria include, but are not limited to:
 - 1. The extent of mutual interest and benefit.
 - 2. The advantages and effectiveness of mutual participation.
 - 3. Joint expertise.

4. Past performance.
5. Technical approach
6. Factors relevant to cost such as volunteer participation, contribution from other parties, cost sharing, etc.
7. Ability to utilize, educate and/or train a local workforce.
8. Benefits to the local community
9. Ability to complete work in a timely manner.
10. Experience in performing similar work.
11. Ability to conduct work in an environmentally sound manner.

- M. METHODS OF APPRAISAL: The value of timber and other forest products shall be determined using Forest Service standard guidelines, methods and techniques.
- N. NOTICES. Any communications affecting the operations covered by this agreement given by the Forest Service or UMRWA is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the Forest Service Program Manager, at the address specified in this Stewardship Agreement.

To UMRWA, at UMRWA's address shown in this Stewardship Agreement or such other address designated within this Stewardship Agreement.

Notices will be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- O. PARTICIPATION IN SIMILAR ACTIVITIES. This Stewardship Agreement in no way restricts the Forest Service or UMRWA from participating in similar activities with other public or private agencies, organizations, and individuals.
- P. ENDORSEMENT. Any of UMRWA's contributions made under this Stewardship Agreement do not by direct reference or implication convey Forest Service endorsement of UMRWA's products or activities.
- Q. NON-FEDERAL STATUS FOR PARTNER PARTICIPANT LIABILITY. UMRWA agree(s) that any of UMRWA's employees, volunteers, and program participants shall not be deemed to be Federal employees for any purposes including Chapter 171 of Title 28, United States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP), and UMRWA hereby willingly agree(s) to assume these responsibilities.

Further, UMRWA shall provide any necessary training to UMRWA's employees, volunteers, and program participants to ensure that such personnel are capable of performing tasks to be completed. UMRWA shall also supervise and direct the work of its employees, volunteers, and participants performing under this Stewardship Agreement.



- R. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this Stewardship Agreement, or benefits that may arise therefrom, either directly or indirectly.
- S. DRUG-FREE WORKPLACE.
1. UMRWA agree(s) that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any project/program that receives Federal funding. The statement must
 - a. Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;
 - b. Specify the actions UMRWA will take against employees for violating that prohibition; and
 - c. Let each employee know that, as a condition of employment under any award, the employee:
 - (1) Shall abide by the terms of the statement, and
 - (2) Shall notify you in writing if he or she is convicted for a violation of a criminal drug statute occurring in the workplace, and must do so no more than five calendar days after the conviction.
 2. UMRWA agree(s) that it will establish an ongoing drug-free awareness program to inform employees about
 - a. The dangers of drug abuse in the workplace;
 - b. The established policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation and employee assistance programs; and
 - d. The penalties that you may impose upon them for drug abuse violations occurring in the workplace.
 3. Without the Program Manager's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this Stewardship Agreement, or the completion date of this Stewardship Agreement, whichever occurs first.
 4. UMRWA agree(s) to immediately notify the Program Manager if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the number of each project which the

employee worked. The notification must be sent to the Program Manager within ten calendar days after UMRWA learn(s) of the conviction.

5. Within 30 calendar days of learning about an employee's conviction, UMRWA shall either:
 - a. Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or
 - b. Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

T. NONDISCRIMINATION. The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, and so forth.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

U. ELIGIBLE WORKERS. UMRWA shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). UMRWA shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental agreement awarded under this Stewardship Agreement.

V. STANDARDS FOR FINANCIAL MANAGEMENT.

1. Financial Reporting

UMRWA shall provide complete, accurate, and current financial disclosures of the project or program in accordance with any financial reporting requirements, as set forth in the financial provisions.

2. Accounting Records

UMRWA shall continuously maintain and update records identifying the source and use of funds. The records shall contain information pertaining to the agreement, authorizations, obligations, unobligated balances, assets, outlays, and income.

3. Internal Control

UMRWA shall maintain effective control over and accountability for all Forest Service funds. UMRWA shall keep effective internal controls to ensure that all United States Federal funds received are separately and properly allocated to the activities described in the agreement and used solely for authorized purposes.

4. Source Documentation

UMRWA shall support all accounting records with source documentation. These documentations include, but are not limited to, cancelled checks, paid bills, payrolls, contract documents. These documents must be made available to the Forest Service upon request.

5. Advance Payments

When applicable, UMRWA shall establish and maintain specific procedures to minimize the time elapsing between the advance of Federal funds and their subsequent disbursement.

- W. AGREEMENT CLOSEOUT. UMRWA Within 90 days after expiration or notice of termination the parties shall close out the award/agreement.

Any unobligated balance of cash advanced to the Recipient/Cooperator must be immediately refunded to the Forest Service, including any interest earned in accordance with 7CFR3016.21/2CFR 215.22.

Within a maximum of 90 days following the date of expiration or termination of this grant, all financial performance and related reports required by the terms of the agreement must be submitted to the Forest Service by the Recipient/Cooperator.

If this agreement is closed out without audit, the Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

- X. USE OF FOREST SERVICE INSIGNIA. In order for UMRWA to use the Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted by the Forest Service's Office of Communications (Washington Office). A written request will be submitted by Forest Service.

- Y. PROGRAM MONITORING AND PROGRAM PERFORMANCE REPORTS. UMRWA The parties to this agreement shall monitor the performance of activities under this Stewardship Agreement to ensure that performance goals are being achieved.

Performance reports must contain information on the following:

- A comparison of actual accomplishments to the goals established for the period. Where the output of the project can be readily expressed in numbers, a computation of the cost per unit of output, if applicable.

- Reason(s) for delay if established goals were not met.

- Additional pertinent information.

UMRWA shall submit annual performance reports to the Forest Service Program Manager. These reports are due 30 days after the reporting period. The final performance report shall be submitted either with UMRWA's final payment request, or separately, but not later than 90 days from the expiration date of this Stewardship Agreement.

Z. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. UMRWA shall retain all records pertinent to this Stewardship Agreement for a period of no less than three years from the expiration or termination date. As used in this provision, records include books, documents, accounting procedures and practice, and other data, regardless of the type or format. UMRWA shall provide access and the right to examine all records related to this Stewardship Agreement to the Forest Service Inspector General, or Comptroller General or their authorized representative. The rights of access in this section must not be limited to the required retention period but must last as long as records are kept.

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the 3-year period, the records must be kept until all issues are resolved, or until the end of the regular 3-year period, whichever is later.

Records for nonexpendable property acquired in whole or in part, with Federal funds shall be retained for 3 years after its final disposition.

AA. FREEDOM OF INFORMATION ACT (FOIA). Public access to Stewardship Agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to "Freedom of Information" regulations (5 U.S.C. 552).

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2008 Farm Bill).

BB. TRAINING, EVALUATION, AND CERTIFICATION OF SAWYERS.

Any of the cooperator's employees, and any participants and volunteers engaged on behalf of the cooperator and Forest Service, who will use chain saws or crosscut saws on National Forest System lands to conduct the program of work contained in this agreement must be trained, evaluated, and certified in accordance with Forest Service Manual 2358 and Forest Service Handbook 6709.11, section 22.48b. The cooperator is responsible for providing

this training, evaluation, and certification, unless the Forest Service and the cooperator determine it is not in the best interest of the partnership. In these circumstances, the Forest Service, upon request and based on availability of Agency funding and personnel, may assist with developing and conducting training, evaluation, and certification of the cooperator's employees, and any volunteers and participants engaged on behalf of the cooperator and the Forest Service, who will use chain saws or cross cut saws on National Forest System lands.

CC. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

DD. PUBLIC NOTICES. It is Forest Service's policy to inform the public as fully as possible of its programs and activities. UMRWA is/are encouraged to give public notice of the receipt of this award/Stewardship Agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:

"Eldorado National Forest of the Forest Service, Department of Agriculture, has entered into a Stewardship Agreement with UMRWA for the purposes of collaboratively promoting resilient communities and improving landscape conditions of the Upper Mokelumne River Watershed."

UMRWA may call on Forest Service's Office of Communication for advice regarding public notices. UMRWA is/are requested to provide copies of notices or announcements to the Forest Service Program Manager and to Forest Service's Office Communications as far in advance of release as possible.

EE. RIGHT TO TRANSFER EQUIPMENT AND SUPPLIES. Equipment approved for purchase under this Stewardship Agreement is available only for use as authorized. The Forest Service reserves the right to transfer title to the Federal government of any equipment with a current per-unit fair market value of \$5,000 or more purchased with Forest Service funding. Upon expiration of this Stewardship Agreement, UMRWA shall forward an equipment inventory to the Forest Service, listing all equipment purchased with Forest Service funding throughout the life of the project. Disposition instructions must be issued by the Forest Service within 120 calendar days from termination date of this Stewardship Agreement.

FF. FUNDING EQUIPMENT AND SUPPLIES. Federal funding under this Stewardship Agreement are not available for reimbursement of UMRWA's purchase of equipment and

supplies. Equipment is defined as having a fair market value of over \$5,000 per unit and a useful life of over one year.

GG. PURCHASE OF ASSETS. Any assets (such as equipment, property, or improvements) purchased by the Forest Service with Cooperator contributions must become the property of the Forest Service.

HH. PROPERTY IMPROVEMENTS. Improvements placed on National Forest System land at the direction or with approval of the Forest Service becomes property of the United States. These improvements are be subject to the same regulations and administration of the Forest Service as would other National Forest improvements of a similar nature. No part of this Stewardship Agreement entitles UMRWA to any interest in the improvements, other than the right to use and enjoy them under applicable Forest Service regulations.

II. CONTRACT REQUIREMENTS. Any contract under this agreement must be awarded following UMRWA's established procedures, to ensure free and open competition, and avoid any conflict of interest (or appearance of a conflict). UMRWA shall maintain cost and price analysis documentation for potential Forest Service review. UMRWA is encouraged to utilize small businesses, minority-owned firms and women's business enterprises.

JJ. GOVERNMENT-FURNISHED PROPERTY. UMRWA may only use Forest Service property furnished under this Stewardship Agreement for performing tasks assigned in this Stewardship Agreement. UMRWA shall not modify, cannibalize, or make alterations to Forest Service property. A separate document, Form AD-107, must be completed to document the loan of Forest Service property. The Forest Service shall retain title to all Forest Service-furnished property. Title to Forest Service property must not be affected by its incorporation into or attachment to any property not owned by the Forest Service, nor must the property become a fixture or lose its identity as personal property by being attached to any real property.

Partner Liability for Government Property.

1. Unless otherwise provided for in the Stewardship Agreement, UMRWA shall not be liable for loss, damage, destruction, or theft to the Government property furnished or acquired under this contract, except when any one of the following applies—
 - a. The risk is covered by insurance or UMRWA is/are otherwise reimbursed (to the extent of such insurance or reimbursement).
 - b. The loss, damage, destruction, or theft is the result of willful misconduct or lack of good faith on the part of UMRWA's managerial personnel. UMRWA's managerial personnel, in this clause, means UMRWA's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of UMRWA's business; all or substantially all of UMRWA's operation at any one plant or separate location; or a separate and complete major industrial operation.
2. UMRWA shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. UMRWA shall separate

the damaged and undamaged Government property, place all the affected Government property in the best possible order, and take such other action as the Property Administrator directs.

3. UMRWA shall do nothing to prejudice the Government's rights to recover against third parties for any loss, damage, destruction, or theft of Government property.
4. Upon the request of the G&A Specialist, UMRWA shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of Stewardship Agreements of assignment in favor of the Government in obtaining recovery.

KK. OFFSETS, CLAIMS AND RIGHTS. Any and all activities entered into or approved by this Stewardship Agreement will create and support afforestation/ reforestation efforts within the National Forest System without generating carbon credits. The Forest Service does not make claims of permanence or any guarantees of carbon sequestration on lands reforested or afforested through UMRWA's assistance. The Forest Service will provide for long-term management of reforested and afforested lands, according to applicable Federal statute regulations and forest plans.

LL. FOREST SERVICE ACKNOWLEDGED IN PUBLICATION AND AUDIOVISUALS. UMRWA shall acknowledge Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this Stewardship Agreement.

MM. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. UMRWA shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)"

To file a complaint alleging discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington DC 20250-9410 or call toll free voice (866) 632-9992, TDD (800)877-8339, or voice relay (866) 377-8642. USDA is an equal opportunity provider and employer."

If the material is too small to permit the full statement to be included, the material shall, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

NN. REMEDIES FOR COMPLIANCE RELATED ISSUES. If UMRWA materially fail(s) to comply with any term of the Stewardship Agreement, whether stated in a Federal statute or regulation, an assurance, the Stewardship Agreement, the Forest Service may take one or more of the following actions:

1. Temporarily withhold cash payments pending correction of the deficiency by UMRWA or more severe enforcement action by the Forest Service;
2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the current Stewardship Agreement for UMRWA's program;
4. Withhold further awards for the program, or
5. Take other remedies that may be legally available, including debarment procedures under 2 CFR part 417.

OO. TERMINATION BY MUTUAL AGREEMENT. This Stewardship Agreement may be terminated, in whole or part, as follows:

- When the Forest Service and UMRWA agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
- By 30 days written notification by UMRWA to the Forest Service setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated. If the Forest Service decides that the remaining portion of the Stewardship Agreement must not accomplish the purpose for which the Stewardship Agreement was made, the Forest Service may terminate the award upon 30 days written notice in its entirety.

Upon termination of an Stewardship Agreement, UMRWA shall not incur any new obligations for the terminated portion of the Stewardship Agreement after the effective date, and shall cancel as many outstanding obligations as possible. The Forest Service shall allow full credit to UMRWA for the Forest Service share of obligations that cannot be canceled and were properly incurred by UMRWA up to the effective date of the termination. Excess funds shall be refunded within 60 days after the effective date of termination.

PP. ALTERNATE DISPUTE RESOLUTION – PARTNERSHIP AGREEMENT. In the event of any issue of controversy under this Stewardship Agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.

QQ. DEBARMENT AND SUSPENSION. UMRWA shall immediately inform the Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the Federal government according to the terms

of 2 CFR Part 180. Additionally, should UMRWA or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

- RR. COPYRIGHTING. UMRWA is/are granted sole and exclusive right to copyright any publications developed as a result of this Stewardship Agreement. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this Stewardship Agreement.

No original text or graphics produced and submitted by the Forest Service must be copyrighted. The Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Federal government purposes. This right must be transferred to any subcontracts.

This provision includes:

- The copyright in any work developed by UMRWA under this Stewardship Agreement.
- Any right of copyright to which UMRWA purchase(s) ownership with any Federal contributions.

- SS. PUBLICATION SALE. UMRWA may sell any publication developed as a result of this Stewardship Agreement. The publication may be sold at fair market value, which is initially defined in this Stewardship Agreement to cover the costs of development, production, marketing, and distribution. After the costs of development and production have been recovered, fair market value is defined in this Stewardship Agreement to cover the costs of marketing, printing, and distribution only. Fair market value must exclude any in-kind or Federal government contributions from the total costs of the project.

- TT. When UMRWA is seeking bids for product removal and/or stewardship items, both parties agree that the product rates and stewardship item costs used at the approval of the agreement may be based upon tentative value and planned costs. Both parties agree to establish actual rates for both product and stewardship items prior to commencement of operations. UMRWA will notify the Forest Service in writing 30 days in advance to request appraisal prior to seeking formal bids. Both parties agree to modify the agreement with these actual values and costs. Modified product values shall be greater than or equal to the reappraised rates and value.

Post commencement of work, if there is a change from the established stewardship item rates, the agreement will be modified to increase or decrease the amount of services provided by UMRWA, accordingly. Post commencement of work product value rate redeterminations are subject to authorizing regulation.

- UU. MODIFICATION. Modifications within the scope of this Stewardship Agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and

dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made in writing, at least 60 days prior to implementation of the requested change. The Forest Service is not obligated to fund any changes not properly approved in advance.

VV. COMMENCEMENT/EXPIRATION DATE. This Stewardship Agreement is executed as of the date of the last signature and is effective through May 15, 2034 at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.

WW. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this Stewardship Agreement.

The disposal of forest products under this Stewardship Agreement has been reviewed and approved by a delegated timber contracting officer.

MARC YOUNG, Timber Contracting Officer
U.S. Forest Service, Eldorado National Forest

Date

In witness whereof, the parties have executed this Stewardship Agreement as of the last date written below.

RICHARD SYKES, Executive Officer
Upper Mokelumne River Watershed
Authority

Date

JOE STOUT, Forest Supervisor
U.S., Forest Service, Eldorado National
Forest

Date

The authority and format of this Stewardship Agreement have been reviewed and approved for signature.

Date

U.S. Forest Service Grants Management Specialist

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

APPENDIX A DEFINITIONS

Technical and Cost Evaluation. The evaluation used by the Forest Service to award projects. Such consideration shall primarily consider criteria other than cost. These non-price criteria include, but are not limited to, extent of mutual cooperation and benefits, past performance, experience, technical approach, and benefits to the local community.

Included Timber. Live and dead trees and portions thereof that meet utilization standards as specified in Appendix F. To meet minimum tree specifications, trees must equal or exceed tree diameters listed in Appendix F and contain at least one minimum piece. UMRWA shall fell and buck such trees and shall remove them from the area designated by the Forest Service and present for scaling all pieces that meet minimum piece standards or would have qualified as part of minimum pieces if bucking lengths were varied to include such material.

Integrated Resource Service Account. The account maintained by the Forest Service of all UMRWA's deposits, credits, payment guarantees, and charges for:

1. Timber at Timber Payment rates;
2. Brush disposal, road maintenance, and agreement scaling rates;
3. Stewardship Credits established; and
4. Other charges provided in this agreement.

Liability for lost value to Included Timber. The party holding title shall bear the timber value loss resulting from damage outlined in Appendix F.

Operations. Any industrial activity involving the felling, skidding, and processing of timber and biomass.

Operations Fire. An "Operations Fire" is a fire caused by UMRWA's Operations, in the course of fulfilling the agreement, other than a Negligent Fire.

UMRWA agrees to reimburse Forest Service for such cost for each Operations Fire, subject to a maximum of the dollar amount stated in Appendix F.15. The cost of UMRWA's actions, supplies, and equipment on any such fire provided pursuant to **Appendix G.47 Fire Control**, or otherwise at the request of Forest Service, shall be credited toward such maximum. If UMRWA's actual cost exceeds its fire liability limit stated in Appendix F.15, Forest Service shall reimburse UMRWA for the excess.

Negligent Fire. A "Negligent Fire" is a fire caused by carelessness or fault of UMRWA's Operations, including, but not limited to, one caused by smoking by persons engaged in UMRWA's Operations during the course of their service, or during rest or lunch periods; or if UMRWA's failure to comply with the requirements of **Appendix G.46 Fire Precautions and Control** results in a fire starting or permits a fire to spread. Damages and the cost of suppressing Negligent Fires shall be borne by UMRWA.

Payment Guarantee. In lieu of establishing Stewardship Credits or establishing advanced deposits, Appendix F, for advance payment of Included Timber, UMRWA may guarantee payment by furnishing and maintaining an acceptable surety bond or deposit in a Federal Depository negotiable security of the United States. The securities shall be deposited through the Regional Fiscal Agent accompanied by a power of attorney and agreement authorizing the bond-approving officer to sell or collect such securities if payment is not made within 30 days of billing by the Forest Service. The penal sum of such surety bond or market value at time of deposit of such negotiable securities shall be the maximum amount of the payment guaranteed. In lieu of surety bond or negotiable securities as a payment guarantee, UMRWA may use an Irrevocable Letter of Credit when approved by the Forest Service.

Required Deposits. Deposits UMRWA may be required to pay for brush disposal (16 U.S.C. 490) and road maintenance (16 U.S.C. 537), erosion control, etc.

Retained Receipts. The portion of residual receipts that is deposited in the Forest Service SSCC account and retained for transfer to other stewardship contracts or stewardship agreements when approved in advance by the Regional Forester in accordance with sections FSH 2409.19, sections 67.1 and 67.3.

Stewardship Credits. Credits that are earned and established when work listed in the schedule of items has been performed and accepted.

Stewardship Project Proposal. A written request submitted by Forest and Grassland Supervisors to the Regional Forester for review and approval for proposed stewardship projects. The request for approval must include appropriate information about the proposed project, such as land management goals of the project, the total value of the project, products to be removed, the value of services to be received, the value of goods to be exchanged for services, contributed funds or work to be received, and expected residual receipts from the project.

After reviewing a proposed project, the Regional Forester shall approve or disapprove the project through a formal written reply in correspondence to the Forest or Grassland Supervisor. Only the projects and associated work activities approved by the Regional Forester with completed NEPA analysis are to be included in this Stewardship Agreement.

Timber Payment Rates. Included timber that is removed by UMRWA and presented for weight scaling in the product form stated in Appendix F shall be given cash or earned stewardship credits for at the rates listed in Appendix F.

Weight Scaling. The rate identified in Appendix F multiplied by the volume per unit of measure (tons) of a loaded truck driven over a weight scale as defined in the National Bureau of Standards Handbook 44, current edition.

**APPENDIX B
TECHNICAL PROJECT PROPOSAL**

1. Operating Plan for FPP Phase 1

**will include Operating Plan for Phase 2 after NEPA/CEQA compliance is complete.*

FPP Phase 1 Stewardship Work Items

Item #	Work Activity Description	Acres	Estimated Start Work Date	Estimated Finish Date	Equipment
1	Hand Thinning	4,337	July 2023	Dec. 2031	Hand Tools/Chainsaws
2	Mechanical Fuels Reduction	14,537	July 2023	Dec. 2031	Mechanical Equipment/Masticator
3	Mechanical Fuels Reduction pre-Prescribed Burning	4,715	TBD	Dec. 2031	Mechanical Equipment/Masticator
4	Aspen and Meadow Restoration	194	July 2026	Dec. 2031	Chainsaws/Mechanical Equipment
Item #	Work Activity Description	Miles	Estimated Start Work Date	Estimated Finish Date	Equipment
5	Road Maintenance / Reconstruction	TBD	TBD	TBD	Mechanical Equipment

2. Environmental Compliance Activity Plan for FPP Phase 2

The following table outlines the major milestones and dates of activity pertaining to the FPP Phase 2 environmental analysis planning process. In a future modification of this agreement, Stewardship Work Items will be assigned for FPP Phase 2.

Activity	Start	End
Scoping Process	Dec. 8, 2023	June 13, 2024
Modeling	Dec. 1, 2023	July 1, 2024
EIS Documents	Dec. 1, 2023	Oct. 31, 2024
Admin Draft EIS	Jan. 29, 2024	Dec. 31, 2024

3. Quality Control Plan for FPP Phases 1 and 2.

As the Partners proceed with implementation of the Forest Projects Plan Phases 1 and 2 it will be important that we work together to fulfill UMRWA's obligations and complete this Upper Mokelumne River watershed project in a safe and timely fashion. As the project will also address lands within the Calaveras Ranger District (Stanislaus NF) coordination with Calaveras Ranger District and Stanislaus NF staff will also be important. To ensure the best possible outcome, This Quality Control Plan summarizes (i) procurement, (ii) grant administration, and (iii) field operations, and (iv) our respective responsibilities and associated authorities in executing our individual roles.

i. Procurement

a. GRANT FUNDING:

Define candidate project for grant proposal

- Procurement and Operations Teams work collaboratively together on this task
- Review FPP-1 Implementation Work Plan for candidate projects
- Collaborate with Forest Service partners to select and define candidate project
- Develop project area maps and project specifications
- When feasible, confirm via field visit forest conditions, access and adjacencies

Prepare and submit grant proposal

- KQ or RM lead proposal development process
- KQ or RM (as applicable) interface with Grantor agency re proposal requirements/questions
- ML and/or BK develop proposal GIS and mapping elements
- KQ or RM (as applicable) share draft proposal with RS and RA for review and approval
- KQ or RM (as applicable) submit grant proposal

b. CONTRACTORS:

Prepare Request for Proposals

- KQ and PF refine SoW and project specifications (if and as necessary per awarded grant)
- PF in consultation with Team develops contracting schedule
- Operations Team investigates project area conditions and access constraints, submits SoW comments and recommendations to PF
- PF drafts project RFP and circulates to Team for review and comment
- PF and KQ finalize RFP and submit to RA, RS and GG for approval to advertise
- KK transmits RFP to distribution list, and posts copy on UMRWA website

Project area readiness - flagging and LOP site marking

- KQ and/or PF confirms required Cultural and Biological Surveys have been completed and approved by Forest Service
- KQ and/or PF ensures required cultural and biological resource sites are properly flagged

- JQ (or designee) ensures LOP sites are properly flagged
- JQ (or designee) confirms project area is accessible to Contractors

Conduct pre-proposal meeting

- PF and JQ, with Team support, host and conduct Contractor pre-proposal meeting to review RFP, contractor performance and schedule expectations, and answer questions

Convene Proposal Selection Committee (PSC) process

- PF to organize and schedule PSC process
- PF to administer PSC review process, documentation, and recommendation
- KQ and PF to submit PSC recommendation to RS

Award of contract to selected Contractor

- RA and/or RS prepare Board agenda item recommending contractor selection and contract award
- Board approves Contractor selection and awards contract
- Team facilitates contract execution and gathering of Contractor W9, insurance certificates, etc.

ii. Grant Administration

Contractor Invoices to UMRWA

- Contractor submits invoice via email to JQ with copy to KK.
- JQ reviews invoice and, within 3 working days of receipt, secures Forest Service approval of invoiced work.
- JQ forwards approved invoice to KK noting that the invoiced work has been approved by the Forest Service and the invoice is approved by him for processing.
- RA will prepare an invoice Payment Request and submit to MH (EBMUD Accounting) for payment to contractor. Payment is due within 30 days.

Cash Flow Assurance

- RA, when processing Contractor invoice for payment, will confirm that UMRWA's cash balance is adequate to fund payment.
- RA, anytime UMRWA's cash balance is insufficient to fully fund payment, will timely initiate the established procedure to sufficiently augment UMRWA's cash balance.

UMRWA Invoices to Grantor

- KK will prepare monthly Grantor invoice and assemble associated back-up materials.
- KK will email the invoice packet to RA for review and approval.
- RA will sign approved Grantor invoice form and return PDF copy of signed Grantor form to KK.
- KK (for CalFire invoices) or RA (for SNC and WCB invoices) will electronically submit approved invoice per Grantor's prescribed procedure.

Reporting

- KQ or RM (whomever is the assigned UMRWA lead person) will prepare regular progress reports (monthly or quarterly as per applicable Grantor's requirements).
- KQ or RM will electronically submit Progress Reports per Grantor's requirements.

iii. Field Operations

Project Site Preparation

- JQ (or designee) confirms required site flagging is properly installed
- JQ (or designee) takes pre- and post-project photographs as required by Grantor

Pre-Operations Meeting

- JQ (or designee) conducts pre-operations meeting with Contractor
- JQ ensures Contractor personnel and equipment comply with contract and Forest Service requirements
- JQ issues Notices to Proceed

Monitors/Oversees Contractor's Performance

- JQ (or designee) ensures specified work is completed by Contractor in a thorough and workmanlike manner.
- JQ (or designee) responsible for in-field administration and interpretation of terms and conditions of the General Service Agreements with contractors, including Contractor in-field operations and performance, and for liaison and coordination between the Authority, Contractor and Forest Service.
- JQ corrects any errors or omissions in work specifications (with Forest Service concurrence, as appropriate, and consults with PF regarding any dispute over contract interpretation or terms).
- JQ (and designees) coordinates with USFS personnel as needed to ensure Contractor's work meets project specifications
- JQ ensures Contractor complies with contract requirements and project schedule

Change Orders

- JQ, in coordination with PF, prepares field inspection, change order, and other forms as may be necessary and appropriate for conducting work
- JQ secures Forest Service approval of any modifications to project work specifications
- JQ approves work and specification changes (with Forest Service concurrence), in writing, that do not increase the Contractor's compensation.
- JQ recommends to RS, in writing, proposed work and specification changes (with Forest Service concurrence) that would increase Contractor's compensation.

Invoice Processing

- JQ (or designee) secures Forest Service approval of Contractor's invoiced work
- JQ reviews Contractor invoice for accuracy and completeness
- JQ (or designee) secures Forest Service approval of invoiced work

- JQ emails to KK approving Contractor payment

Reporting

- JQ (or designee) submits (weekly in-season, or bi-weekly off-season) email Project Status Report to designated UMRWA team members
- JQ (and other Operations Team members as appropriate) maintains written log of all notable field actions including Forest Service approved work modifications
- JQ (or designee) periodically takes and shares project photographs to document Contractor progress

iv. Designated Responsibilities and Authorities

Karen Quidachay (KQ) – Program Manager and Team Leader

- Responsible for grant and CEQA compliance tasks and SPA implementation
- Responsible for reporting and invoicing for grants and Forest Service on UMRWA's behalf
- Responsible for processing Contractor invoices and maintaining associated spreadsheets and file documents
- Serves as primary liaison to Forest Service and grantors
- Provides support to Executive Officer

Pat Ferrell (PF) – Contract Administrator

- Reviews UMRWA invoices prior to submittal
- Advises regarding matters pertaining to administration of Contractor agreements
- Interprets agreement terms and provides general oversight in coordination with UMRWA Project Manager/Field Representative
- Advises Executive Officer and Program Manager
- Supports UMRWA Project Manager/Field Representative

John Quidachay (JQ) - Project Manager/Field Representative

- Responsible for conducting pre-operations meeting with each Contractor and issuing Notices to Proceed
- Responsible for taking pre- and post-project photographs
- Responsible for preparing field inspection, change order, and other forms as may be necessary and appropriate for conducting field work
- Responsible for in-field administration and interpretation of terms and conditions of the General Service Agreements with contractors, including Contractor in-field operations and performance, and for liaison and coordination between the Authority and Contractor.

- Submits weekly email Project Status Report to UMRWA team members
- Ensures specified work is completed by Contractor in a thorough and workmanlike manner
- Corrects any errors or omissions in work specifications (with Forest Service concurrence, as appropriate)
- Approves work and specification changes (with USFS concurrence, as appropriate), in writing, that do not increase the Contractor's compensation.
- Recommends to Executive Officer, in writing, proposed work and specification changes approved by Forest Service that would increase Contractor's compensation.
- Reviews Contractor invoices and recommends to Program Manager payments be made for work accepted by Forest Service
- Consults the Contract Administrator regarding any disputes over contract interpretation or terms
- Coordinates with USFS personnel as needed to ensure Contractors work meets project work requirements
- Requests Forest Service approval for any modifications to project work specifications
- Ensures Contractors are in compliance with contract requirements
- Ensures work is done on schedule
- Maintains written log of all notable field actions including Forest Service approved work modifications

Richard Sykes (RS) – Executive Officer

- Serves as primary liaison to Board of Directors
- Coordinates with Authority Attorney

Rob Alcott (RA) – Administrative Officer

- Approves and processes invoices submitted by Project Manager
- Authorized to approve Project Manager recommended (and Forest Service approved) work and specification changes that would increase Contractor's compensation by up to ten percent provided sufficient budget is available.
- Provides general oversight, direction and guidance.

4. Collaboration and Utilization of the Local Workforce.

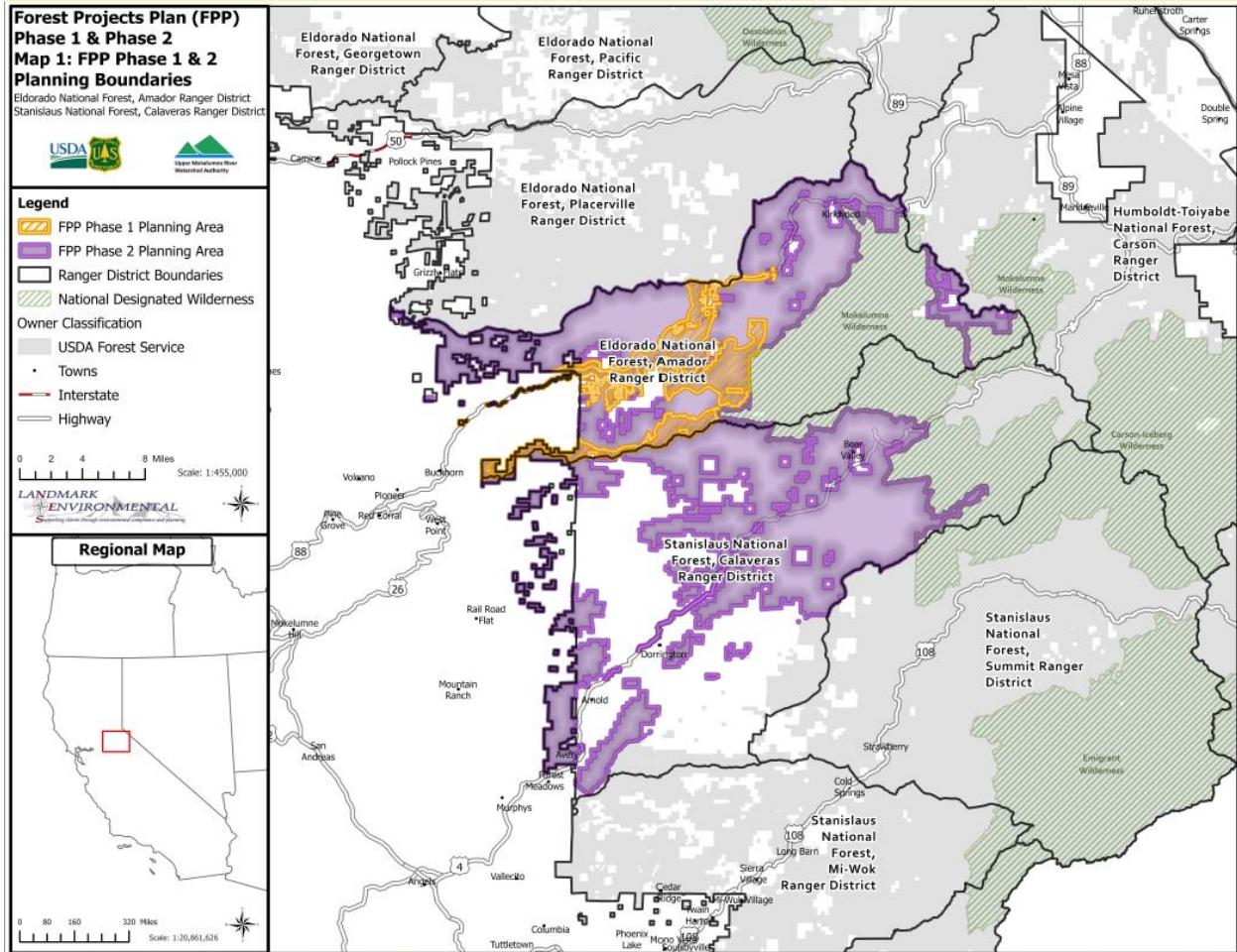
The regional stakeholder Amador Calaveras Consensus Group was an active contributor to the Phase 1 plan, and it endorsed the final project and associated environmental reviews. Ongoing collaboration occurs through regular monthly updates provided by the FPP-1 project team members to the ACCG.

The Phase 2 planning process has a comprehensive outreach and collaboration program organized into groups based on interest and availability. Project collaboration is accomplished through and with the Partnership Team, Interdisciplinary Team, Modeling Work Group, Technical Advisory Group, and Stakeholder Group.

Forest Service Project Manager: _____ Date _____

UMRWA Project Manager: _____ Date _____

APPENDIX C MAP OF STEWARDSHIP PROJECT AREA



APPENDIX D
FINANCIAL PLAN

Insert FS-1500-21B Stewardship Agreement Financial Plan here



**APPENDIX E
SCHEDULE OF ITEMS
AND
SPECIFICATIONS**

FPP Phase 1: Schedule of Items

Item No.	Description	Unit of Measure	Quantity	Unit Quantity Completed as of 3/2024	Estimated Unit Price \$
1	Hand Thinning	Acre	4,337	-	\$1,800
2	Mechanical Fuels Reduction	Acre	14,537	239	\$2,200
3	Mechanical Fuels Reduction pre-Prescribed Burning	Acre	4,715	-	\$2,500
4	Aspen and Meadow Restoration	Acre	194	-	\$3,000
5	Road Maintenance/ Reconstruction	Mile	TBD	-	TBD
Total			23,783		

SPECIFICATIONS.

For FPP Phase 1, see NEPA Document: **Forest Projects Plan – Phase 1 (Decision: 11/23/22)**

For FPP Phase 2, NEPA is currently in progress. Schedule of Items will be added here once completed.

Item 1. Hand Thinning

- a. Cutting unit boundaries will be identified with flagging, or virtually
- b. All conifer trees (live or dead) over 2 feet in height and up to 6 inches and 10 inches diameter at breast height (dbh), shall be felled, lopped and scattered. Trees forked below DBH are considered two trees; trees forked above DBH are considered one tree.
- c. All trees shall be cut below the lowest live limbs, except when prevented by natural obstacles. All live limbs below the cutting point shall be removed. Trees shall be completely severed from the stump.
- d. Lop and Scatter all vegetative material associated with “cut” trees to a maximum slash depth of 12 inches.
- e. Piece length shall be less than or equal to 8 feet and scattered at least 4 feet away from residual trees.
- f. Scattering of limbs and stems even if the maximum slash depth has not been met or exceeded is essential to ensure adequate and timely decomposition.

- g. Cut trees shall be felled away from unit boundaries, roads, telephone lines, established trails, stock driveways, fence lines, established land corners and streams. Any trees falling on such areas shall be removed, or left standing if damage to improvement would result.
- h. All stump heights shall be no higher than 6 inches above ground level on the uphill side. Within 100 feet of roads, stump height shall not exceed 4 inches above ground level.

Item 2. Mechanical Thinning

Mechanical thinning of designated trees 10" dbh to 30" dbh, inclusive. Timber shall be paid for at contract bid rates plus required deposits if any.

Included Timber is defined as live and dead trees and portions thereof that meet utilization standards and are designated for cutting as specified in Timber Removal Specifications. To meet minimum tree specifications, trees must equal or exceed tree diameters listed in Timber Removal Specifications and contain at least one minimum piece. Contractor shall fell, yard to landings, and process such trees and shall remove merchantable logs from the Project area in accordance with Appendix F.

Item 3. Mastication

- a. Masticate all live and dead brush, and coniferous trees up to 10" dbh to a 20 x 20 feet spacing.
- b. Trees are to be retained within the spacing described above in the following priority: 1) Sugar pine 2) Western white pine, 3) Jeffery/Ponderosa pine, 4) Incense cedar, 5) Red fir, 6) White fir, 7) Lodgepole pine. Retained trees shall be free of damage and defect. If all trees inside the spacing have defect or damage, retain the healthiest tree with highest species priority. Damage includes but is not limited to broken tops, broken branches, trunk scars and previous mechanical damage. Defect includes but is not limited to forked tops, crooks, conks, cankers, mistletoe and blister rust.
- c. Mastication equipment is prohibited within 15' of high water mark of perennial, intermittent, and ephemeral streams. Equipment shall not cross meadows, "wet" stream channels, or other non-work areas. Riparian vegetation shall not be shredded, cut or damaged.
- d. All brush and coniferous trees shall be cut below the lowest live branch and have a stump height no higher than 18 inches above ground level on the uphill side. Within 100 feet of roads, stump height shall not exceed 12 inches above ground level.
- e. All woody shrubs/brush dead or alive with the exception of brush occurring within 1 foot of any wildlife log or tree not designated for treatment under the specifications of this agreement will be treated. Brush, small live and dead trees, and slash shall not be pushed into leave trees and left unshredded.
- f. Debris resulting from the operation shall lie flat on the ground and not exceed 10 inches in depth. No masticated or cut material shall lean against or be suspended by a leave tree. The masticated/shredded material shall be evenly distributed over the treated areas so as to not leave large accumulations of slash. Concentrations of brush, slash, and small dead trees may need repeated treatment in order to satisfy desired work standards.

- g. No individual piece of slash or vegetative debris shall be greater than 3 feet in length.
- h. Soil displacement shall be minimized by working the shredding equipment in as straight a line as possible, up and down slopes, given the known limitations of residual trees and terrain. Waterbars in skid trails, firelines, and roads disturbed by the operations shall be restored to condition prior to damage.
- i. Hardwoods (Black oak, Aspen, Willow, Dogwood) shall not be masticated, shredded, or damaged, and shall be included as crop trees to meet spacing requirements.
- j. Equipment shall be kept free of debris accumulations that may result in fire starts.
- k. Soils in the operating area must be dry enough to prevent rutting by a single pass of the equipment.
- l. Road signs indicating warning of work in progress will be required at the beginning of any road and/or OHV trail while the equipment operator is working in the vicinity and material from operator's work might cause a hazard to the general public using these trails/roads.

Item 4. Fuelbreaks

Fuelbreaks shall be established and/or maintained to achieve thinning objectives of 20 to 30 foot spacing between trees and treatment of brush and understory ladder fuels. Specifications shall be a combination of items 2, and 3 above as needed to achieve thinning objectives within ridgetop fuelbreaks.

Item 4. Aspen and Meadow Release

Aspen and Meadow release includes removal of conifers encroaching on and/or overtopping aspen trees and stands, and encroaching into meadows. Specifications shall be a combination of items 2, and 3 above as needed to achieve aspen release objectives.

Item 5. Road Maintenance

This item consists of maintenance of Forest Service managed roads including grading, drainage structure maintenance, and mastication within 25 feet of road edge where feasible and hazard tree cutting within 1.5 tree lengths of roads. Road Maintenance Specifications shall be developed in conjunction with Forest Service engineering staff, generally using Forest Service standard road maintenance specifications. Roadside mastication is designed to improve site distance and reduce fuel loading of shrubs and small trees adjacent to roads that inhibit fire suppression and pose a high risk of increased wildfire severity, intensity, and frequency.

APPENDIX F
Timber Removal Specifications

F.1 – Location and Area -			
This Stewardship Project Area of:	<i>[insert number of acres]</i>	acres more or less are located in:	<i>[insert exact location of project, i.e., township, range, section]</i>

F.2 -Volume Estimate and Utilization Standards.

Species	Product	Estimated Quantity	Unit of Measure	Minimum Specifications				
				Merchantable Tree		Piece Required to be Removed		
				Diameter Breast High (d.b.h.) (inches)	Number of Minimum Pieces per Tree	Length (feet)	Diameter Inside Bark at Small End (inches)	Net Merch. Factor ^{1/}
TBD – Utilization will be addresses under future mod if determined to be needed								
Total Quantity								

^{1/} Enter Merchantability Factor (Merch. Factor) or Net Scale in % of Gross Scale, whichever is appropriate.

F.3- High Stumps.

Species	Product	Maximum Stump Height (inches)
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>

F.4– Timber Rates. (Scaled)

Cutting Unit Number	Approx. Acres					Rate of Payment \$/UOM	Required Deposit per unit of measure
		Species	Product	Quantity	Unit of Measure		
TBD							
		A.					

F.5 - Timber Rates. (Tree Measurement)

Payment Unit Number	Approx. Acres					Total Payment	Required Deposit per Payment Unit
		Species	Product	Quantity	Unit of Measure		
TBD							
		B.					

F.6 - Timber Designations. Timber designated for cutting shall be confined to the Stewardship Project Area. No undesignated timber shall be cut without prior notification to and approval of the Forest Service. Prescriptions/timber designations are included later in this subsection.

	Number	Acres
Clearcutting Units		TBD
Specified Road Clearing		TBD
Overstory Removal Units		TBD
Understory Removal Units		TBD
Individual Trees		TBD
Incompletely Marked Timber		TBD

F.7 - Cutting Unit Boundary Designation. The boundaries of cutting units are designated as shown in the following table. The trees used for boundary designation are not to be cut.

Cutting Unit	Paint Color	Designation
TBD		

F.8 Tree Designation/Prescriptions.

TBD

F.9- Control of Operations.

TBD

F.10 - Roads. UMRWA is/are authorized to construct and maintain roads, bridges, and other transportation facilities, as needed for conducting treatments on National Forest and other lands where Forest Service has such authority. As used in this Supplemental Project Agreement, “construct” includes “reconstruct.”

F.10-a- Specified Roads.							
Name and Date of Governing Road							
Specifications:							
Project		Design Class	Approx. Length (mi./km.)	Sheet Numbers and Approval Date	Performance Responsibility		
Road No.	Name				Survey	Design	Const. Staking
TBD							

(i)

F.10-b - Road Maintenance Requirements. UMRWA shall maintain roads in accordance with the following Road Maintenance Requirements

Road Maintenance Requirements Summary

Road	Termini		Miles	Applicable Prehaul Road Maintenance Specifications									
	From	To											
TBD													

P = Partner Performance Item, D = Deposit to Forest Service, D3 = Deposit to Third Party

F.10-c - Use of Roads By the Partner. UMRWA’s use of existing roads identified on Stewardship Project Area Map by the following codes is prohibited or subject to restrictive limitations, unless agreed to otherwise:

Code	Use Limitations
X	Hauling prohibited
R	Hauling restricted
U	Unsuitable for hauling prior to completion of agreed reconstruction
P	Use prohibited
A	Public use restriction
W	Regulation waiver

Roads coded A will be signed by the Forest Service to inform the public of use restrictions. UMRWA's use of roads coded R, A, or W shall be in accordance with the following restrictions:

Restricted Road List

Road Number	Road Name	Termini		Map	Description of Restrictions
		From	To	Legend	
TBD					

F.11– Scaling Instructions and Specifications.	
Name and Date of Governing Instructions:	FSH 2409.11a, National Forest Cubic Log Scaling Handbook, as amended and supplemented. Governing instructions for products contained in E.2.

F.12– Scaling Services,

Species	Product	Unit of Measure	Site and Geographic Location	Method	Standard Estimated Cost per Unit \$
TBD					

F.13 - Advance Deposits. UMRWA agree(s) to make advanced deposits in advance of cutting. These deposits may be in the form of cash, acceptable payment bond, earned stewardship credit or any combination thereof. Advanced deposits will be in such amounts as to maintain an unobligated balance sufficient enough to cover the value of timber to be cut. Forest Service and UMRWA will agree on a systematic approach to provide sufficient advanced deposits.

If the credit balance in the IRSA is less than the amount due for timber, the Forest Service will

suspend all or any part of UMRWA's operations until payment or acceptable payment guarantee is received.

F.14- Title Passage.

Scaled: All right, title, and interest in and to any included timber shall remain with the Forest Service until it has been cut, scaled, and removed from the Stewardship Project Area or other authorized cutting area, and paid for, at which time title shall then vest with UMRWA. Timber cut under cash deposit or acceptable payment guarantee shall be considered to have been paid for. Title to any included timber that has been cut, scaled and paid for, but not removed from the Stewardship Project Area or other authorized cutting area by UMRWA on or prior to the termination date, shall remain with the Forest Service.

Tree Measurement. All right, title, and interest in and to any included timber shall remain with the Forest Service until it has been measured, paid for, and removed from the Stewardship Project Area or other authorized cutting area, at which time title shall then vest with UMRWA. Timber cut under cash deposit or acceptable payment guarantee shall be considered to have been paid for. Title to any included timber that has been measured and paid for, but not removed from the Stewardship Project Area or other authorized cutting area by UMRWA on or prior to the termination date, shall remain with the Forest Service.

F.15- Liability.

Liability for Loss. If Included Timber is destroyed or damaged by an unexpected event that significantly changes the nature of Included Timber, such as fire, wind, flood, insects, disease, or similar cause, the party holding title shall bear the timber value loss resulting from such destruction or damage; except that such losses after removal of timber from the Stewardship Project Area, but before scaling, shall be borne by UMRWA at current rates and Required Deposits. Deterioration or loss of value of salvage timber is not an unexpected event.

In the event Included Timber to which Forest Service holds title is destroyed, UMRWA will not be obligated to remove and pay for such timber. In the event Included Timber to which Forest Service holds title is damaged, the Forest Service shall make an appraisal to determine for each species the difference between the appraised unit value of Included Timber immediately prior to the value loss and the appraised unit value of timber after the loss. Current rates in effect at the time of the value loss shall be adjusted by differences to become the redetermined rates. There shall be no obligation for the Forest Service to supply, or for UMRWA to accept and pay for, other timber in lieu of that destroyed or damaged. This Subsection shall not be construed to relieve either party of liability for negligence.

Limited Liability for Operations Fires.

Maximum Amount of 's Obligation per Operation's Fire. Entry should be determined as follows and rounded up to the nearest \$100. The minimum amount will

be \$1,000.00. If State statute or law defines limited liability, use that determination (e.g. Oregon), otherwise calculate the amount using the following formula:

$[(1) \times (2) + (3) \times (4)] \times (5) = \text{Maximum Amount of Cooperator's Obligation per Operations Fire. Round up to the next \$100.}$

(1) Equals the number of workers normally required to operate the size of proposed project.

_____ Workers

(2) Equals the daily (12 hour) wage rate for semi-skilled (AD-1) firefighter.

\$ _____/Hr. x 12 hours = \$ _____

(3) Equals the number of pieces of equipment normally required to operate the size of proposed project that can effectively cut and clear fire lines.

_____ Pieces of equipment

(4) Average daily rate for each piece of equipment, including cost of operator, from current local engineering cost guide.

\$ _____/Hr. x 12 hours = \$ _____/12hr.

(5) Equals the number of days normally required to control and mop up such fires to a point where control lines can reasonably be expected to hold under foreseeable conditions. Minimum is one day and maximum is 10.

_____ days

Cooperator's Obligation per Operations Fire,

Maximum

Amount:

\$ _____

APPENDIX G GUIDELINES FOR OPERATIONS

The following Guidelines for Operations apply to activities under this Stewardship Agreement, when relevant to the project. These guidelines are intended to clarify the expectations of the parties related to these specific areas of operations.

1. **Stewardship Project Area Map (Map).** This is the boundary of the Stewardship Project Area as shown in Appendix C and designated on the ground by the Forest Service to meet the anticipated needs of the parties. The following are identified on the Map:
 - a) Identified patented claims.
 - b) Boundaries of all harvest and stewardship treatment units.
 - c) Diameter limits for overstory and understory removal units.
 - d) Areas where leave trees are marked to be left uncut.
 - e) Specified roads.
 - f) Sources of base course, surface rock, and rock riprap listed in the Schedule of Items;
 - g) Roads where log hauling or use is prohibited or restricted.
 - h) Roads and trails to be kept open.
 - i) Improvements to be protected.
 - j) Locations of known wildlife or plant habitat and cave resources to be protected.
 - k) Locations of areas known to be infested with specific invasive species of concern.
 - l) Maximum stump heights when more than one height is listed by areas.
 - m) Skidding or yarding methods.
 - n) Streamcourses to be protected.
 - o) Locations of meadows requiring protection.
 - p) Locations of wetlands requiring protection.
 - q) Locations of temporary roads to be kept open.
 - r) Payment units, if required
2. **Use of Roads by the Partner.** UMRWA is/are authorized to use existing National Forest system roads and specified roads. The Parties will determine that such use will not cause damage to the roads or National Forest resources.
3. **Plan of Operations for Roads.** Annually, prior to start of operations, UMRWA will prepare a supplement to the Technical Proposal that shall include a schedule of proposed maintenance and construction progress and a description of planned measures to be taken to provide erosion control for work in progress, including special measures to be taken on any segments of construction not substantially completed prior to periods of seasonal precipitation or runoff. UMRWA shall submit a revised schedule when they propose a significant deviation from the progress schedule. Prior to beginning construction on any portion of specified roads identified as sensitive on plans, the parties shall agree on the proposed method of construction and maintenance.

4. **Protection of Residual Trees.** UMRWA's operations shall not unnecessarily damage young growth or other trees to be reserved.
5. **Safety.** UMRWA's operations shall facilitate the Forest Service's safe and practical inspection of UMRWA's operations and conduct of other official duties on the Stewardship Project Area. UMRWA has/have all responsibility for compliance with safety requirements for UMRWA's employees.

When operations are in progress adjacent or on Forest Service controlled roads and trails open to public travel, UMRWA shall furnish, install, and maintain all temporary traffic controls that provide the user with adequate warning of hazardous or potentially hazardous conditions associated with operations occurring in the area. The parties shall agree to a specific traffic control plan prior to commencement of work. Devices shall be appropriate to current conditions and shall be covered or removed when not needed.

During periods of general recreation activity within Stewardship Project Area or vicinity, the Forest Service may restrict road construction, timber cutting, yarding, and other harvesting operations to days other than Saturdays, Sundays, and holidays.

LOGGING AND MAINTENANCE OPERATIONS SIGNING STANDARDS

All signs must be manufactured & installed as specified in the FHWA "**Manual on Uniform Traffic Control Devices**" (MUTCD) & FS publication "**Standards for Forest Service Signs & Posters**"(EM 7100-15).

SIGN STANDARDS

SHAPE & COLOR: Generally, signs for logging and maintenance operations are either diamond-shaped or rectangular. All signs are **reflective orange background with black legend and border** unless shown otherwise. Handpainted, homemade signs are not legal. Fluorescent paint is not reflectorized.

SUBSTRATE: Sign substrate material may be High Density Overlay (HDO) Plywood, Aluminum, Fiberglass Reinforced Plastic, Corrugated Plastic or Roll-up Fabrics.

SIGN SIZE: Sign size is a factor of speed and MUTCD & FS standards. Where conditions of speed, volume, or special hazard require greater visibility or emphasis, larger signs should be used. Minimum sizes for the most common signs can be found in Figure 4. Refer to the EM-7100-15 for additional sign sizes.

LEGEND: All lettering shall be Series "C" alphabet, conforming to Standard Alphabets for Highway Signs. Letter size is also a function of speed - use letter size and word messages as specified in MUTCD and EM-7100-15.

SIGN PLACEMENT

Signs are to be installed in locations as agreed to in the traffic control plan. All signs are to be removed, covered, or folded when operations are not in progress or the sign message is not applicable. Signs should generally be located on the right-hand side of the roadway. When special emphasis is needed, signs may be placed on both the left and right sides of the road. Sign message shall be clearly visible to road users, mounted on posts or portable sign stands.

LATERAL CLEARANCE

From the edge of the road - 2 foot minimum, where slope limits to less than 6 feet. 6-12 foot preferred.

HEIGHT

Minimum of 7 feet, measured from the bottom of the sign to the near edge of the travelway. The height to the bottom of a supplemental sign mounted below the primary sign will be 6 feet.

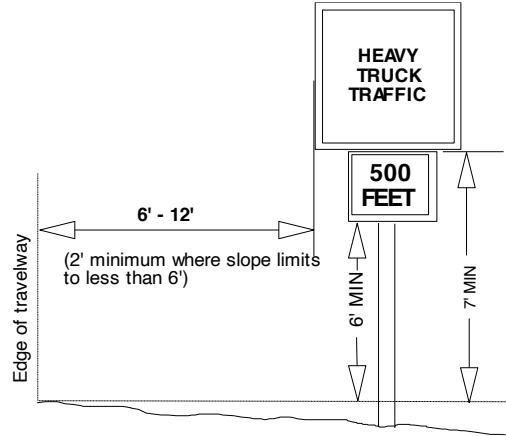


Figure 1: Sign Placement

Dimensions

PLACEMENT DISTANCE

Signs must be located 100-500 feet prior to the activity, (both ends if a through road) and maintained at that distance. This distance is based on speed. Refer to Figure 2 , Table II-1, MUTCD, a portion of which is reproduced here, to determine correct placement distance.

Posted or 85 percentile speed MPH	Deceleration to listed advisory speed MPH				
	10	20	30	40	50
20	NA				
25	100				
30	150	100			
35	200	175			
40	275	250	175		
45	350	300	250		
50	425	400	325	225	
55	500	475	400	300	
60	575	550	500	400	300
65	650	625	575	500	375

Figure 2: A Portion of MUTCD TABLE II-1

SIGN SUPPORTS

POSTS: Signs are to be mounted on separate posts. Supplemental signs such as Speed Advisory plates are to be mounted on the same post as the primary sign. **Do not mount signs on trees or other signs.** Posts may be wood, metal, carsonite or similar material. Where sign supports cannot be sufficiently offset from the road edge, supports will meet breakaway standards. Single wood posts with less than 24 square inches do not require breakaway design.

TEMPORARY/PORTABLE SUPPORTS: Portable supports may be used for short-term, short-duration, and mobile conditions. MUTCD defines this time period as one work shift, 12 hours or less. All portable supports must meet MUTCD standards, including breakaway. These must be a minimum of 1 foot above the road surface or more if visibility requires it.

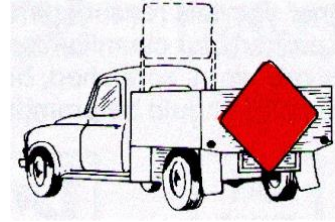
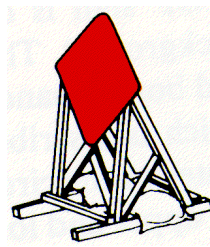
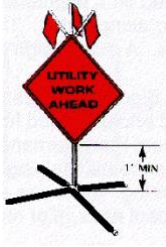


Figure 3: Examples of Temporary/Portable Supports

SIGNS

The following signs meet the intent of the Safety standard. *This is not a complete listing of signs that may be needed.*



FG20-1-48*
FW22-3-30



FG20-2-48



FG20-3-42*



FG20-3a-42



FW20-1-30*



W21-3-30*



FW21-4a-30



FW11-7-24

W22-1-36*



FW8-6-24
24*



FW11-9a-24



W7-3a-24*



W13-1-18**

W20-7aP-

* Specify Distance

Speed

** Specify



BM-L-O



BM-R-O

Barricade Markers (See MUTCD for length and stripe size)

6. **Safety (Timber Hauling).** UMRWA shall secure all products transported by truck with at least two chain or cable wrappers over the load, such wrappers being securely fastened to effectively contain every bolt or log in at least two places.

7. **Accident and Injury Notification.** UMRWA shall notify Forest Service of any lost time personal injury accident or any accident or vandalism resulting in personal property damage over \$400 in value that occurs as a result of or is associated with UMRWA's Operations.

UMRWA shall notify Forest Service within 8 hours of any personal injury accident. For vandalism and personal property accidents, UMRWA shall notify Forest Service at the same time notification is given to the state and local law enforcement authorities.

UMRWA shall take all reasonable measures after an accident or vandalism event to preserve the scene of the incident and provide information to facilitate a Forest Service investigation.

8. **Sanitation and Servicing.** UMRWA shall take all reasonable precautions to prevent pollution of air, soil, and water by UMRWA's operations. Precautions shall include if facilities for employees are established on the Stewardship Project Area, they shall be operated in a sanitary manner. The parties shall agree to the cleanup and restoration of a polluted site. UMRWA shall maintain all equipment operating on Stewardship Project Area in good repair and free of abnormal leakage of lubricants, fuel, coolants, and hydraulic fluid. UMRWA shall not service tractors, trucks, or other equipment on National Forest lands where servicing is likely to result in pollution to soil or water. UMRWA shall furnish oil-absorbing mats for use under all stationary equipment or equipment being serviced to prevent leaking or spilled petroleum-based products from contaminating soil and water resources. UMRWA shall remove from National Forest lands all contaminated soil, vegetation, debris, vehicle oil filters (drained of free-flowing oil), batteries, oily rags, and waste oil resulting from use, servicing, repair, or abandonment of equipment.
9. **Prevention of Oil Spills.** If UMRWA maintain(s) storage facilities for oil or oil products on the Stewardship Project Area, UMRWA shall take appropriate preventive measures to ensure that any spill of such oil or oil products does not enter any stream or other waters of the United States or any of the individual States. If the total oil or oil products storage exceeds 1,320 gallons in containers of 55 gallons or greater, UMRWA shall prepare a Spill Prevention Control and Countermeasures Plan. Such plan shall meet applicable EPA requirements (40 CFR 112), including certification by a registered professional engineer. UMRWA shall notify the Forest Service and appropriate agencies of all reportable (40 CFR 110) spills of oil or oil products on or in the vicinity of the Stewardship Project Area that are caused by UMRWA's employees, agents, contractors or their employees or agents, directly

or indirectly, as a result of UMRWA's operations. UMRWA will take whatever initial action may be safely accomplished to contain all spills.

10. **Hazardous Substances.** UMRWA shall notify the National Response Center and Forest Service principal contact of all releases of reportable quantities of hazardous substances on or in the vicinity of the Stewardship Project Area that are caused by UMRWA's employees, agents, contractors or their employees or agents, directly or indirectly, as a result of UMRWA's operations, in accordance with 40 CFR 302.
11. **Washing Equipment.** In order to prevent the spread of noxious weeds into the Stewardship Project Area, UMRWA shall be required to clean all off-road logging and construction equipment **prior** to entry on to the Stewardship Project Area. This cleaning shall remove all soil, plant parts, seeds, vegetative matter, or other debris that could contain or hold seeds. Only logging and construction equipment so cleaned and inspected by UMRWA will be allowed to operate within the Stewardship Project Area. All subsequent move-ins of equipment to the Stewardship Project Area shall be treated in the same manner as the initial move in. "Off-road equipment" includes all logging and construction machinery, except for log trucks, chip vans, service vehicles, water trucks, pickup trucks, cars, and similar vehicles.

UMRWA shall employ whatever cleaning methods are necessary to ensure that off-road equipment is free of noxious weeds. Equipment shall be considered free of soil, seed, and other such debris when a visual inspection does not disclose such material. Disassembly of equipment components or specialized inspection tools is not required.

As agreed upon, UMRWA shall inspect equipment at cleaning location, and provide documentation of inspection to the Forest Service.

New infestations of noxious weeds, of concern to Forest Service and identified by either UMRWA or Forest Service, on the Stewardship Project Area or on the haul route, shall be promptly reported to the other party. UMRWA and Forest Service shall agree on treatment methods to reduce or stop the spread of noxious weeds when new infestations are found. A current list of noxious weeds of concern to Forest Service is available at each Forest Service office.

12. **Conduct of Logging.** Unless otherwise specifically provided herein, UMRWA shall fell trees designated for cutting and shall remove the portions that meet Utilization Standards, prior to acceptance of work for completion of logging and stewardship projects. Forest Service may make exceptions for occasional trees inadvertently not cut or trees or pieces not removed for good reason, including possible damage to forest resources or gross economic impracticability at the time of removal of other timber.
13. **Felling and Bucking.** Felling shall be done to minimize breakage of included timber and damage to residual timber. Unless agreed otherwise, felling shall be done by saws or shears. Bucking shall be done to permit removal of all minimum pieces. UMRWA may buck out cull material when necessary to produce pieces meeting utilization standards. Such bucked out material shall contain a minimum amount of sound wood, not in excess of the net scale in

percentage of gross scale, or based on the merchantability factor. If necessary to assess extent of defect, UMRWA shall make sample saw cuts or wedges.

14. **Felling in Clearings.** Insofar as ground conditions, tree lean, and shape of clearings permit, trees shall be felled so that their tops do not extend outside clearcutting units, construction clearings, and areas of regeneration cutting.
15. **Stump Heights.** Stumps shall not exceed, on the side adjacent to the highest ground, the maximum heights set forth in Appendix E except that occasional stumps of greater heights are acceptable when UMRWA determine(s) that they are necessary for safe and efficient conduct of logging. Unless otherwise agreed, UMRWA shall re-cut high stumps so they will not exceed heights specified in F-14 and shall dispose of severed portions in the same manner as other logging debris. The stump heights shown in Appendix F were selected with the objective of maximum reasonable utilization of the timber, unless the Map shows special areas where stump heights are lower for aesthetic, land treatment, or silvicultural reasons.
16. **Bucking Lengths.** Trees shall be bucked in various lengths to obtain the greatest utilization of material meeting utilization standards.
17. **Limbing.** UMRWA shall cut exposed limbs from products prior to skidding, as necessary to minimize damage to the residual stand during skidding. UMRWA may leave uncut those limbs that cannot be cut with reasonable safety.
18. **Skidding and Yarding.** Methods of skidding or yarding specified for particular areas, if any, are indicated on the Map. Outside clearcutting units and construction clearings, insofar as ground conditions permit, products shall not be skidded against reserve trees or groups of reproduction and tractors shall be equipped with a winch to facilitate skidding.
19. **Rigging.** Insofar as practicable, needed rigging shall be slung on stumps or trees designated for cutting.
20. **Landings and Skid Trails.** Location of all landings, tractor roads, and skid trails shall be agreed upon prior to their construction. The cleared or excavated size of landings shall not exceed that needed for efficient skidding and loading operations.
21. **Arches and Dozer Blades.** Skidding tractors equipped with pull-type arches or dozer blades wider than tractor width or C-frame width, whichever is greater, shall not be used in residual timber outside clearcutting units and other authorized clearings, except on constructed tractor roads or landings, unless there is written agreement that residual timber will not be damaged materially by such use.
22. **Protection of Streamcourses.** UMRWA's Operations shall be conducted to prevent debris from entering streamcourses, except as may be authorized under paragraph (d). In event UMRWA cause(s) debris to enter streamcourses in amounts that may adversely affect the natural flow of the stream, water quality, or fishery resource, UMRWA shall remove such

debris as soon as practicable, but not to exceed 2 days, and in an agreed manner that will cause the least disturbance to streamcourses.

- a) Culverts or bridges shall be required on Temporary Roads at all points where it is necessary to cross Streamcourses. Such facilities shall be of sufficient size and design and installed in a manner to provide unobstructed flow of water and to minimize damage to streamcourses. Trees or products shall not be otherwise hauled or yarded across streamcourses unless fully suspended.
- b) Wheeled or track-laying equipment shall not be operated in streamcourses, except at crossings agreed to by UMRWA and the Forest Service or as essential to construction or removal of culverts and bridges.
- c) Flow in streamcourses may be temporarily diverted only if such diversion is necessary for UMRWA's planned construction and Forest Service gives written authorization. Such flow shall be restored to the natural course as soon as practicable and, in any event, prior to a major storm runoff period or runoff season.

23. Erosion Prevention and Control. UMRWA's operations shall be conducted reasonably to minimize soil erosion. Equipment shall not be operated when ground conditions are such that excessive damage will result. UMRWA shall adjust the kinds and intensity of erosion control work done, to ground conditions and weather conditions and the need for controlling runoff. Erosion control work shall be kept current immediately preceding expected seasonal periods of precipitation or runoff.

Prior to periods of accelerated water runoff, especially during the spring runoff and periods of heavy rainfall, UMRWA shall inspect and open culverts and drainage structures, construct special cross ditches for road runoff, and take other reasonable measures needed to prevent soil erosion and siltation of streams.

Unless otherwise agreed in writing, UMRWA shall complete erosion prevention and control work, including streamcourse protection, within 15 calendar days after completion of skidding and/or yarding operations for each landing.

Designation of on the ground work shall be done as promptly as feasible unless it is agreed that the location of such work can be established without marking on the ground.

During periods of accelerated water runoff, especially during the spring runoff and periods of heavy rainfall, UMRWA shall inspect and open culverts and drainage structures, construct special cross ditches for road runoff, and take other reasonable measures needed to prevent soil erosion and siltation of streams.

When operations are active, erosion control work will be kept current and will be completed as soon as practicable.

24. Protection of Improvements. So far as practicable, UMRWA shall protect specified roads and other improvements (such as roads, trails, telephone lines, ditches, and fences):

- a) Existing in the operating area,

- b) Determined to have a continuing need or use, and
- c) Designated on the Map.

UMRWA shall keep roads and trails needed for fire protection or other purposes and designated on the Map reasonably free of equipment and products, slash, and debris resulting from UMRWA's operations. UMRWA shall make timely restoration of any such improvements damaged by UMRWA's operations and, when necessary because of such operations, shall move such improvements.

- 25. **Meadow Protection.** Reasonable care shall be taken to avoid damage to the cover, soil, and water in meadows shown on the Map. Vehicular or skidding equipment shall not be used on meadows, except where roads, landings, and tractor roads are approved. Unless otherwise agreed, trees felled into meadows shall be removed by endlining. Resulting logging slash shall be removed where necessary to protect cover, soil, and water.
- 26. **Wetlands Protection.** Wetlands requiring protection under Executive Order 11990 are shown on the Map. Vehicular or skidding equipment shall not be used in such wetlands, except where roads, landings, and tractor roads are approved.
- 27. **Temporary Roads.** As necessary to attain stabilization of roadbed and fill slopes of temporary roads, UMRWA shall employ such measures as outsloping, drainage dips, and water-spreading ditches. After a temporary road has served UMRWA's purpose, UMRWA shall give notice to the Forest Service and shall remove bridges and culverts, eliminate ditches, outslope roadbed, remove ruts and berms, effectively block the road to normal vehicular traffic where feasible under existing terrain conditions, and build cross ditches and water bars, as staked or otherwise agreed to. When bridges and culverts are removed, associated fills shall also be removed to the extent necessary to permit normal maximum flow of water.
- 28. **Temporary Roads to Remain Open.** All bridges and culverts shall remain in place and ditches shall not be eliminated on Temporary Roads, shown as "Remained Open on the Map. All drainage structures shall be left in functional condition.
- 29. **Landings.** After landings have served UMRWA's purpose, UMRWA shall ditch and slope them to permit water to drain or spread. Unless agreed to otherwise, cut and fill banks around landings shall be sloped to remove overhangs and otherwise minimize erosion.
- 30. **Skid Trails and Fire Lines.** UMRWA shall construct cross ditches and water-spreading ditches on tractor roads and skid trails, where needed to prevent erosion. By agreement, UMRWA may use other comparable erosion control measures, such as backblading skid trails, in lieu of cross ditching.
- 31. **Current Operating Areas.** Where logging, road construction, or other stewardship project work is in progress but not completed, unless agreed to otherwise, UMRWA shall, before operations cease annually, remove all temporary log culverts and construct temporary cross drains, drainage ditches, dips, berms, culverts, or other facilities needed to control erosion.

Such protection shall be provided, for all disturbed, unprotected ground that is not to be disturbed further prior to end of operations each year, including roads and associated fills, tractor roads, skid trails, and fire lines. When weather permits operations, UMRWA shall keep such work on any additional disturbed areas as up to date as practicable.

32. **Erosion Control Structure Maintenance.** During the period of this Stewardship Agreement, UMRWA shall provide maintenance of soil erosion control structures constructed by UMRWA until they become stabilized, but not for more than one year after their construction.
33. **Slash Disposal.** UMRWA's timing of product removal and preparatory work shall not unnecessarily delay slash disposal. Specific slash disposal measures to be employed by UMRWA are stated in Appendix E.
34. **Scaling.** Scaling includes:
 - a) Various volume determination methods, such as log rule, sampling, measuring, linear measuring, counting, weighing, or another method or combination of methods;
 - b) Various sites, such as truck Scaling stations, rollways, weighing stations, woods landings, water Scaling stations, or other sites.
 - c) Various geographic locations.
35. **Scaling Services.** Scaling services shall be performed by Forest Service personnel or parties under contract to Forest Service, except that weighing services may be performed by personnel or parties approved by the Forest Service. Scaling shall be provided in accordance with the instructions and specifications in Appendix F. Scalers shall be currently certified to perform accurate Scaling services. The scaling services provided shall be selected exclusively by the Forest Service. Scaling services may be continuous, intermittent, or extended.
 - a) Continuous scaling services is scaling at one site five (5) 8-hour shifts a week, exclusive of Sundays and Federal holidays.
 - b) Intermittent scaling services are non-continuous scaling services.
 - c) Extended scaling services are scaling services exceeding continuous scaling services and may include Sundays and designated Federal holidays.

As mutually agreed to by the parties, the Forest Service may provide other services, such as but not limited to grading, tagging, or marking of Scaled logs.

36. **Scaling Location.** The Forest Service shall provide scaling services at the scaling site(s) shown in Appendix F. The Scaling site(s) shown in Appendix F normally will be a non-exclusive site where more than one National Forest UMRWA may be served. UMRWA may request, in writing, an alternate scaling site, such as at a private mill yard, private truck ramp, or a privately operated log transfer facility. The Forest Service may approve an alternate scaling site, when the Forest Service determines that scaling conditions at an alternate site are acceptable. Such conditions shall include at a minimum:
 - a) Scaler safety and comfort,

- b) Product accountability and security,
- c) Facilities and practices conducive to accurate and independent Scaling, and
- d) The ability to provide for remote check Scaling.

Upon approval of an alternate scaling site, the Forest Service and UMRWA shall enter into a written memorandum of agreement governing Scaling at that alternate location. UMRWA agree(s) that Forest Service personnel or persons under contract with the Forest Service shall perform scaling services at an alternative scaling site. In no instance shall UMRWA perform scaling services.

37. **Scaling Adjustments.** The Forest Service shall check the accuracy of the scaling performed on National Forest logs. Scaling will be satisfactory if performed within the accuracy standards in governing instructions identified in Appendix F. In the event the Forest Service check scale(s) shows a variance in net scale in excess of the allowable variance, an adjustment to volume reported scaled may be made by the Forest Service. Such adjustment will be based on the difference between Forest Service check Scale(s) and original Scale for Stewardship Agreement volume Scaled within the adjustment period. The volume to which this difference will be applied will be:

- a) One-half of the volume Scaled between the last satisfactory check Scale and the first unsatisfactory check Scale or, if a period of 120 days or more occurs without Scaling National Forest timber for stumpage, the adjustment will be applied to 100 percent of the volume Scaled after this period and
- b) 100 percent of the volume Scaled between unsatisfactory check Scales and
- c) One-half of the volume Scaled between the last unsatisfactory check Scale and the next satisfactory check Scale, or if no satisfactory check Scale is completed and a period of 120 days or more occurs without Scaling of National Forest timber for stumpage, the adjustment will be applied to 100 percent of the volume Scaled since the last unsatisfactory check Scale.

Adjustments may increase or decrease the original Scaled volume. Adjustments will be applied to Integrated Resource Account to correct charges for Included Timber, plus deposits, Scaled during the adjustment period.

38. **Weighing Services.** Weighing services for stumpage payment purposes may be provided by either public or privately owned and operated weighing facilities. A “Weighing Services Agreement,” approved by the Forest Supervisor, must be executed at each weighing facility providing weighing services.

Scales used to weigh National Forest products for payment purposes must be a currently certified scale in accordance with State law and be capable of weighing the entire load of logs in a single operation. The weighing of less than the entire load or weighing two loads at once is prohibited. Unless otherwise agreed, the minimum sized weighing facility shall be a 60-ton capacity scale with a 10 foot by 70 foot platform or larger. The weighmaster must work in a position where it is possible to verify that the truck wheels are on or off the scales. Weighing facilities shall meet the following minimum requirements:

- a) Be an electronic design,
- b) Use electronic load cells or have a fully enclosed and sealed weigh-beam,

- c) Have digital weight meters sealed with a seal approved by the State,
- d) Have a zero interlocking device on the printer,
- e) Have an automatic zero-setting mechanism,
- f) Have an automatic motion-detecting device,
- g) Be shielded against radio or electromagnetic interference, and
- h) Have a date and time stamp and gross and tare weights that print electronically with each weighing. The Forest Service may waive electronic printing for public or third party weighing facilities. UMRWA shall bear all charges or fees for weighing services.

39. **Presentation for Scaling.** UMRWA shall present products so that they may be Scaled in an eco-nomical and safe manner.

40. **Accountability.** When Scaling is performed away from Stewardship Project Area, products shall be accounted for in accordance with Forest Service written instructions, as follows:

- a) UMRWA shall plainly mark or otherwise identify products prior to hauling;
- b) Forest Service shall issue removal receipts to UMRWA;
- c) UMRWA shall assign a competent individual at the landing to complete removal receipts and attach them to each load of products removed from Stewardship Project Area;
- d) Removal receipts shall be returned to Forest Service at periodic intervals;
- e) When products are in transit, the truck driver shall possess or display removal receipt and show it upon request as evidence of authority to move products;
- f) The scaler's portion of removal receipt shall be surrendered at point of Scaling, the unloading point, or as requested by Forest Service; and
- g) UMRWA shall notify Forest Service of lost or off-loaded logs and their location within 12 hours of such loss. UMRWA shall not place products in storage for deferred Scaling until an accountability system has been agreed to in writing for a stated period.

41. **Route of Haul.** As part of the annual Operating Schedule, UMRWA shall furnish a map showing the route of haul over which unscaled products will be transported from the Stewardship Project Area to the approved Scaling location. Such route of haul shall be the shortest, most economical haul route available between the points.

Upon advance written agreement, other routes may be approved. All unscaled products removed from Stewardship Project Area shall be transported over the designated routes of haul. UMRWA shall notify Forest Service when a load of products, after leaving Stewardship Project Area, will be delayed for more than 12 hours in reaching Scaling location.

UMRWA shall require truck drivers to stop, if requested by Forest Service, for the following reasons:

- a) For accountability checks when products are in transit from Stewardship Project Area to the designated Scaling location or
- b) For a remote check Scale when products are in transit after being truck Scaled at the designated Scaling location.

UMRWA and Forest Service shall agree to locations for accountability checks and remote

check Scales in advance of haul. Such locations shall be established only in areas where it is safe to stop trucks. The Forest Service shall notify UMRWA of the methods to be used to alert truck drivers of an impending stop.

42. **Product Identification.** Before removal from the Stewardship Project Area, unless the Forest Service determines that circumstances warrant a written waiver or adjustment, UMRWA shall:
- a) Hammer brand all products that are eight (8) feet or more in length and one-third (1/3) or more sound, on each end that is seven (7) inches or more in diameter.
 - b) West of the 100th meridian, paint with a spot of highway-yellow paint all domestic processing products that are eight (8) feet or more in length and one-third (1/3) or more sound, on each end that is seven (7) inches or more in diameter. Each paint spot must be not less than three (3) square inches in size.

The Forest Service shall assign brands and, if the Stewardship Project Area is within a State that maintains a log brand register, brands shall be registered with the State. UMRWA shall use assigned brand exclusively on logs under this Stewardship Agreement until Forest Service releases brand. UMRWA will furnish and apply highway-yellow paint of a lasting quality (oil-base or equivalent).

All hammer brands and/or highway-yellow paint must remain on logs until they are domestically processed. UMRWA shall replace identifying marks if they are lost, removed, or become unreadable. UMRWA may remanufacture products into different log lengths. Except for logs remanufactured as part of the mill infeed process immediately before processing, remanufactured products must be rebranded with the assigned Stewardship Agreement brand and repainted with highway-yellow paint, unless otherwise agreed to in writing by the Forest Service Representative. For such remanufactured products, Forest Service may approve use of a brand to be used exclusively as a catch brand, in lieu of the assigned Stewardship Agreement brand.

43. **Scaling Lost Products.** The volume of lost products shall be determined by the best methods currently available, using data from the records for the period in which the loss occurred or the most applicable period if loss should occur substantially after cutting. In the absence of specific information indicating size or species of lost products, species distribution and volume for entire truckloads shall be assumed to be the same as the average volume Scaled per truck during the report period, and for individual products it shall be assumed that the volume and species were the average volume of the highest priced species Scaled during the report period.
44. **Scaling Lost Sample Loads.** If Scaling is being done by sampling loads of logs, UMRWA shall present such sample loads for Scaling by Forest Service. If loads of logs selected to be sample Scaled are placed in the decks before they are Scaled, they will be considered as lost sample loads. It will be difficult, if not impossible, to determine the volume and species contained in such loads for payment purposes. Therefore, lost sample loads will be deemed to have a Scale volume and species composition equal to that of the highest value load Scaled during the sampling period, as established by Forest Service. If no sample loads were Scaled during the period, the Scale data for the high valued load will be taken from the most current

preceding sampling period with Scale. Sample loads lost as a result of Forest Service actions shall be treated as non-Scaled loads.

45. **Scale Reports.** The Forest Service shall provide UMRWA a copy of Forest Service scaler's record, if requested in writing.

46. Fire Precautions and Control

- a) **Plans.** Prior to initiating UMRWA's operations during Fire Precautionary Period, UMRWA shall file with Forest Service a Fire Prevention and Control Plan providing for the prevention and control of fires on the Stewardship Project Area and other areas of UMRWA's Operations. Such plan shall include a detailed list of personnel and equipment at UMRWA disposal for implementing the plan.
- b) **Fire Precautions.** Specific fire precautionary measures listed in this Appendix shall be applicable during UMRWA's Operations in "Fire Precautionary Period" described. The dates of Fire Precautionary Period may be changed by agreement, if justified by unusual weather or other conditions. Required tools and equipment shall be kept in serviceable condition and immediately available for fire fighting at all times during UMRWA's operations in Fire Precautionary Period.
- c) **Substitute Precautions.** The Forest Service may authorize substitute measures or equipment, or waive specific requirements by written notice, if substitute measures or equipment will afford equal protection or some of the required measures and equipment are unnecessary.
- d) **Emergency Precautions.** The Forest Service may require the necessary shutting down of equipment on portions of UMRWA's Operations, as specified by the emergency fire precautions schedule. Under such conditions, after UMRWA cease(s) active operations, UMRWA shall release for hire by Forest Service, if needed, UMRWA's shutdown equipment for fire standby on the Stewardship Project Area or other areas of UMRWA's Operations and personnel for fire standby or fire patrol, when such personnel and equipment are not needed by UMRWA for other fire fighting or protection from fire. Equipment shall be paid for at fire fighting equipment rates common in the area or at prior agreed rates and, if UMRWA request(s), shall be operated only by personnel approved by UMRWA. Personnel so hired shall be subject to direction and control by Forest Service and shall be paid by Forest Service at fire fighting rates common in the area or at prior agreed rates.
- e) **Fire Precautionary Period and Fire Precautions.** Specific fire precautionary measures are set forth below. Upon request of Forest Service, UMRWA shall permit and provide an individual to assist in periodic testing and inspection of required fire equipment. UMRWA shall promptly remedy deficiencies found through such inspecting and testing.
 - 1. The following requirements shall apply during the period **(fill-in dates)** and during other such periods as specified by Forest Service.

2. (Include Regional fire precautionary requirements, below.)

47. **Fire Control.** UMRWA shall, both independently and in cooperation with Forest Service, take all reasonable and practicable action to prevent and suppress fires resulting from UMRWA's Operations and to suppress any forest fire on Stewardship Project Area. UMRWA's independent initial fire suppression action on such fires shall be immediate and shall include the use of all necessary personnel and equipment at UMRWA's disposal on Stewardship Project Area or within the distance of Stewardship Project Area: (fill-in miles).
- a) **The Partner's Reinforcement Obligations.** Whenever an Operations Fire or Negligent Fire, whether on or off Stewardship Project Area or any other forest fire on Stewardship Project Area, has not been suppressed by initial action and appreciable reinforcement strength is required, Forest Service may require further actions by UMRWA until such fire is controlled and mopped up to a point of safety. Such actions may include any or all of the following as necessary to fight such fire:
 - b) **Suspend Operations.** To suspend any or all of UMRWA's Operations.
 - c) **Personnel.** To release for employment by Forest Service any or all of UMRWA's personnel engaged in UMRWA's Operations or timber processing within the distance of Stewardship Project Area: (fill-in miles). Any organized crew so hired shall include UMRWA's supervisor, if any. Personnel so employed shall be paid at Forest Service standard emergency fire fighting rates.
 - d) **Equipment.** To make available for Forest Service rental at fire fighting equipment rates common in the area or at prior agreed rates any or all of UMRWA's equipment suitable for fire fighting and currently engaged in UMRWA's Operations within the distance of Stewardship Project Area: (fill-in miles). Equipment shall be operated only by personnel approved by UMRWA, if so requested by UMRWA.
48. **Temporary Roads and Skid Trails.** UMRWA shall locate Temporary Roads and Skid Trails on locations approved by the Forest Service. Such location shall include the marking of road centerline or grade-line and the setting of such construction stakes as are necessary to provide a suitable basis for economical construction and the protection of National Forest lands.

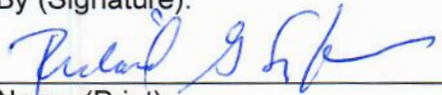
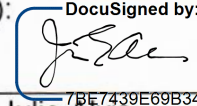
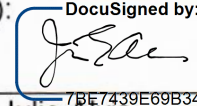
Temporary road surface width shall be limited to truck bunk width plus four (4) feet, except for needed turnouts which shall not exceed two (2) times the bunk width plus four (4) feet. If shovels or cranes with revolving carriage are used to skid or load, temporary road surface width equal to track width plus tail swing shall be permitted.

As necessary to attain stabilization of roadbed and fill slopes of Temporary Roads, UMRWA shall employ such measures as outsloping, drainage dips, and water-spreading ditches.

Signature Page
State of California, Sierra Nevada Conservancy – GRANT AGREEMENT

GRANTEE NAME:	Upper Mokelumne River Watershed Authority	
PROJECT TITLE:	Forest Projects Plan – Phase Two Environmental Planning	
AUTHORITY:	California Budget Act of 2023, SB 101, Section 2.00	
GRANT PROGRAM:	Wildfire Recovery and Forest Resilience	
AGREEMENT NUMBER:	1646	
AWARD DATE:	March 7, 2024	
<p><i>GRANT SUMMARY:</i></p> <p>Under the terms and conditions of this Grant Agreement, the Grantee shall complete the Project described in Exhibit A. The Sierra Nevada Conservancy grants to the Grantee up to the total Grant amount specified below for eligible costs of the Project.</p> <p><i>KEY DEADLINES:</i></p> <p><u><i>Project Implementation Completion Date:</i></u> The Grantee shall complete Project implementation by January 1, 2028.</p> <p><u><i>Payment Request for Final Expenditures, Final Report, and Deliverables:</i></u> The Grantee shall, unless otherwise authorized by the SNC, submit a Payment Request for Final Expenditures, and all other final reports, documentation, and deliverables required by Section J. Project Completion, by February 15, 2028. Expenditures associated with project management and/or administration activities undertaken through the date of the final request for payment may be included in the request for final payment and will be paid.</p> <p><u><i>Agreement Expiration:</i></u> This Agreement expires on May 1, 2028.</p>		
<p><i>PROJECT CONTACTS:</i></p> <p>Michael Pickard is the Sierra Nevada Conservancy's designated Project Lead for this Grant. The Grantee's Authorized Representative is Richard Sykes.</p>		
Total State Grant not to exceed	\$ 723,542	(or eligible costs, whichever is less)

All terms and conditions are set forth in the attached Grant Agreement, which is hereby executed as follows.

GRANTEE UPPER MOKELUMNE RIVER WATERSHED AUTHORITY	STATE OF CALIFORNIA SIERRA NEVADA CONSERVANCY
By (Signature): 	By (Signature):  DocuSigned by: 
Name (Print): Title: <i>Executive Officer</i>	Name (Print): Julie AVIS Title: Chief Deputy Executive Officer
Date: <i>March 30, 2024</i>	Date: 4/4/2024
Organization Address: <i>15083 Camanche Parkway South Valley Springs, CA 95252</i>	Organization Address: 11521 Blocker Drive, Suite 205 Auburn, CA 95603

GRANT AGREEMENT
State of California – Sierra Nevada Conservancy

Grantee Name: Upper Mokelumne River Watershed Authority

Project Title: Forest Projects Plan – Phase Two Environmental Planning

Agreement Number: 1646

Authority: California Budget Act of 2023

Program: Wildfire Recovery and Forest Resilience

SCOPE OF AGREEMENT

Pursuant to Division 23.3 of the California Public Resources Code, the Sierra Nevada Conservancy hereby grants to **Upper Mokelumne River Watershed Authority** (“Grantee”) a sum not to exceed **Seven Hundred Twenty-Three Thousand, Five Hundred Forty-Two** dollars (**\$ 723,542**), subject to the terms and conditions of this Grant Agreement. Grantee shall use these funds to implement, manage, and administer the Project identified in Exhibit A to this Agreement (Exhibit A), which is incorporated herein by reference and attached hereto. Exhibit A sets forth: (1) Project Scope and Activities, (2) Project Tasks and Timeline, (3) Project Budget, (4) Project Deliverables, and (5) Project Reporting Requirements.

Grantee shall also implement this Project consistent with the provisions of the Sierra Nevada Conservancy Wildfire Recovery and Forest Resilience Directed Grant Program Guidelines which are incorporated herein by reference and are available at: <https://sierranevada.ca.gov/wp-content/uploads/sites/326/2022/06/Wildfire-Recovery-Forest-Resilience-Grant-Guidelines.pdf>

TERMS AND CONDITIONS OF GRANT

General Provisions

A. Definitions

1. “Agreement” means this Grant Agreement and all exhibits incorporated in this Agreement by reference.
2. “Deliverables” means the items specified in Exhibit A, Project Deliverables.

3. "Effective Date" means the effective date of this Agreement, which is the date that this Agreement is signed by the Executive Officer, or designee, of the SNC.
4. "Grant Funds" mean the money provided by the Sierra Nevada Conservancy to the Grantee under this Agreement.
5. "Grant Guidelines" means the Sierra Nevada Conservancy Wildfire Recovery and Forest Resilience Directed Grant Program Guidelines. A link to the Grant Guidelines is provided on page 3 of this Agreement.
6. "Grantee" means the entity identified as the Grantee on page 1 of this Agreement.
7. "Project" means the Project described in Exhibit A, including Project implementation, management, and administration.
8. "Project Budget" means the Grantee's approved expenses for completion of Project implementation, management, and administration, as described in Exhibit A, Project Budget.
9. "Project Implementation Completion Date" means the date by which all Project implementation work must be complete, as specified under Key Deadlines on page 1 of this Agreement. Please note that this may be a later date than the Completion of Project Tasks date set forth in Exhibit A.
10. "Project Tasks and Timeline" means the Grantee's intended schedule for completing the Project as set forth in Exhibit A, Project Tasks and Timeline.
11. "SNC" means the Sierra Nevada Conservancy, an agency of the State of California.
12. "State" means the State of California.

B. Term of Agreement

This Agreement runs from the Effective Date through the Agreement Expiration date as identified under Key Deadlines on page 1 of this Agreement, unless terminated or amended as provided in this Agreement.

C. Project Implementation, Management, and Administration

1. Grantee shall complete the Project in accordance with the Project Scope and Activities, Project Tasks and Timeline, and Project Budget set forth in Exhibit A, by the Completion of Project Tasks date.
2. Grantee shall submit all Deliverables and reports specified in Exhibit A in accordance with the deadlines set forth in Exhibit A. SNC may either delay disbursement of or withhold Grant Funds if Grantee fails to submit required

Deliverables or reports by the deadlines specified in Exhibit A. Progress reports must be submitted using the Progress Report template, which is available from the SNC Project Lead. Final reports must use the Final Report template, which is available from the SNC Project Lead.

3. Grantee shall furnish any and all additional funds that may be necessary to complete the Project.
4. Work done under this Agreement may be subject to the prevailing wage and other related requirements of the California Labor Code, Division 2, Part 7, Chapter 1, Sections 1720-1861. If required by law to do so, Grantee shall pay prevailing wage to all persons employed in the performance of any part of the Project and otherwise comply with all associated requirements and obligations. Grantee shall review applicable statutory provisions and the regulations adopted under the provisions, and the information available on the Department of Industrial Relations web site: <http://www.dir.ca.gov/public-works/publicworks.html> to determine its responsibilities.
5. Grantee shall comply with the California Environmental Quality Act (CEQA) (Public Resources Code, Section 21000 et seq. And Title 14, Division 6, Chapter 3 of the California Code of Regulations, Section 15000 et seq.) and all other local, State, and federal environmental laws. A copy of certified CEQA documents must be provided to SNC before implementing any activities that could directly impact the environment.

D. Publicity and Acknowledgment

1. Unless otherwise agreed upon in writing between the parties, Grantee shall acknowledge SNC support of the Project in any publications, studies, or reports that are made possible by or derived in whole or in part from this Project, and any news articles, brochures, seminars, or other promotional materials or media through which it publicizes the Project. Grantee shall acknowledge SNC's support in the following manner, where feasible: "Funding for this project has been provided by the Sierra Nevada Conservancy, an agency of the State of California."

E. Site Inspection and Monitoring

1. During Project Implementation, Grantee shall provide SNC with access to the Project site upon Grantee's confirmed receipt of SNC's request for access.
2. Following completion of Project Implementation, for the duration of the Agreement, SNC has the right to inspect the Project site to ascertain compliance with this Agreement and for monitoring purposes.

F. Use and Format of Deliverables

1. All material, data, information, and written, graphic or other work produced, developed, or acquired with Grant Funds, as set forth in Exhibit A, Project Deliverables is subject to the unqualified and unconditional right of SNC to use, reproduce, publish, display, and make derivative use of all such work, or any part of it, free of charge and in any manner and for any purpose; and to authorize others to do so. If any of the work is subject to copyright, trademark, service mark, or patent, SNC is hereby granted and shall have a perpetual, royalty-free, nonexclusive and irrevocable license to use, reproduce, publish, use in the creation of derivative works, and display and perform the work, or any part of it, and to grant to any third party a comparable and coextensive sublicense. Grantee shall include in any contract with a third party for work under this Agreement terms that preserve the rights, interests, and obligations created by this section, and that identify SNC as a third-party beneficiary of those provisions. Grantee shall not utilize the work produced under this Agreement for any profit-making venture or sell or grant rights to a third party for that purpose.
2. Grantee shall submit all electronic data collected and created under this Agreement to SNC. A condition of final payment under this Agreement includes delivery of all related data in the format requested. SNC reserves the right to conduct technical review of interim or final Project Deliverables prior to making reimbursement or final payments.
3. Grantee shall submit all data required by this Agreement in one or more of the following formats, as applicable:
 - a. Tabular data: Excel spreadsheets, Access Databases, or Comma, Space, Value (CSV) are acceptable for all tabular data that does not include spatial references associated with a latitude/longitude, mapped boundary, or imagery/raster/data used in remote sensing.
 - b. Spatial data: Accepted GIS file formats are zipped shapefiles (.shp) or file geodatabases (.gdb) with the projected coordinate system NAD 1983 California (Teale) Albers (Meters) (ESPG: 3310). Each project geometry type must be a polygon (single or multipart feature) with the below attributes:
 - SNCGrant (Integer) — the SNC grant number.
 - OrgName (Text) — the name of the Grantee organization.
 - ProjName (Text) — the project name as it appears on the grant agreement.
 - c. Grantee acknowledges that SNC may enter data into BIOS or other public tracking systems, where applicable

G. Adjustment of Funds Among Budget Items

1. Except as otherwise provided herein, the Grantee shall expend Grant Funds in accordance with the Project Budget as described in Exhibit A. Grantee may exceed the total dollars of a category in the Project Budget by up to 10 percent provided that: 1) there is a corresponding decrease of funds in another category, 2) Grantee informs SNC of the categories to be increased and decreased, 3) Grantee reflects the adjusted amounts in all subsequent requests for disbursement and in reports required by Exhibit A, 4) the overall budget amount remains unchanged, and 5) the adjustment does not adversely affect Project completion. Any cumulative increase in a category or transfer between categories of more than 10 percent from the original budget in the amount of a category must be approved in advance in writing by SNC.
2. Funds may not be transferred to increase total dollars in the Administrative Costs indirect budget category; except that SNC may, in its sole discretion, permit an increase in the Administrative Costs indirect budget category. Any such discretionary increase must be approved in advance in writing by SNC.
3. No funds may be transferred from the Tribal Participation budget category into other budget categories. SNC may, in its sole discretion, permit a transfer from the Tribal Participation budget category. Any such discretionary transfer must be approved in advance in writing by SNC.

H. Payment Process and Documentation

1. All costs to be covered by Grant Funds must be eligible costs, as specified in the Eligible Costs section on page 8 of the Grant Guidelines.
2. SNC will disburse Grant Funds to Grantee for eligible costs of the Project incurred by Grantee to date on a reimbursement basis, less 10 percent, upon Grantee's submission of a Request for Payment and upon Grantee's satisfactory progress toward completion of the Project. SNC will disburse the cumulative 10 percent retention as provided in Section J, Project Completion. SNC may, in its sole discretion, waive the 10 percent retention.
3. Eligible costs of the Project are limited to expenses necessary to the Project, when documented by appropriate receipts.
 - a. Hourly rates billed to SNC and specified in the Project Budget shall be equal to the actual compensation paid by Grantee to employees, which may include employee benefits.
 - b. SNC will reimburse travel and related expenses at actual costs not to exceed the rates provided in Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 of the California Code of Regulations (CCR), except that

reimbursement may be in excess of these rates upon documentation that these rates are not reasonably available to Grantee. Reimbursement for the cost of operating a private vehicle shall not, under any circumstance, exceed the current rate specified by the State of California for unrepresented State employees as of the date the cost is incurred. SNC will reimburse Grantee for other necessary expenses if those expenses are reasonable in nature and amount, taking into account the nature of the Project, its location, and other relevant factors.

4. Grantee shall submit all requests for payments using a completed Request for Payment worksheet, which is available from the SNC Project Lead.
5. The Request for Payment worksheet must be accompanied by: a) an itemized list of all expenditures according to the categories specified in the Project Budget; and b) supporting documentation that clearly identifies the expenditure(s) in relation to the categories specified in the Project Budget. Requests for Payment may not be submitted more often than monthly.
6. Any Request for Payment that is submitted without the required itemization and documentation will not be authorized for payment. If the payment request package is incomplete, inadequate, or inaccurate, SNC will dispute the invoice for reasonable cause and hold all or a portion of the payment request until all required information is received or corrected. Any penalties imposed on the Grantee by a contractor, or other consequence because of delays in payment or other breach of the Agreement between the Grantee and the contractor, are the responsibility of the Grantee and are not reimbursable under this Agreement.
7. SNC is not obligated to pay for any costs incurred by Grantee prior to the Effective Date of this Agreement.
8. SNC is not obligated to pay any Request for Payment unless the Grantee is in compliance with all deadlines for submission of status reports required by Exhibit A.

I. Advances of Grant Funds

1. If SNC determines, in its sole discretion, that compelling need warrants payment of Grant Funds in advance, and Grantee has provided sufficient justification, SNC may pay Grantee advance payments of Grant Funds.
 - a. SNC will not authorize an advance to a State agency or a joint powers authority created by an agreement to which the State is a party.
 - b. If Grantee is a nonprofit, 501(c)(3) corporation, prior to any advance payment, the Grantee is required to submit documentation demonstrating

that it is good standing as an organization exempt from taxation under Section 501(c)(3).

2. Except as provided in Section 2.a. below, no advance payment will exceed an amount equal to 25 percent of the total Grant Funds awarded by this Agreement. After the first advance, SNC will not provide a subsequent advance unless Grantee can demonstrate that it has expended or will soon expend the entire amount of the prior advance(s) and is in compliance with all requirements of this Agreement.
 - a. SNC may, in its sole discretion, approve an advance exceeding 25 percent of the total grant funds awarded by this agreement. Grantee must provide sufficient justification of need for a larger advance.
3. SNC will only consider a request for advanced Grant Funds that is submitted on a completed Advance Payment Request worksheet, available from the SNC project Lead, with supporting documentation.
4. If Grantee pays subcontractors or any other subrecipient entities with SNC advanced funds, Grantee shall require that subcontractors and/or subrecipient entities comply with state statutes, regulations, requirements, and the terms and conditions of the SNC grant agreement. Regardless of any transfer or assignment of advance payments to subrecipients, Grantee shall be liable to the state agency for any failures by subrecipients to ensure the award is used in accordance with state statutes, regulations, requirements, and the terms and conditions of the state award.
5. Grantee shall deposit advanced Grant Funds in a separate and federally-insured interest-bearing account of the Grantee that provides the ability to track interest earned and withdrawals. Grantee shall use all advanced Grant Funds and all interest earned on the Grant Funds solely for the Project. It is the sole responsibility of the Grantee to track and record any interest which will be deemed Grant Funds.
6. To document expenditure of advanced Grant Funds, Grantee shall, no later than 90 days after each withdrawal of advanced funds and each subsequent 90 days, submit to SNC a completed Advance Expenditure Report worksheet for the amount withdrawn, containing all supporting information required by Section H.5., the Payment Process and Documentation section of this Agreement.
7. SNC will use the following process for purposes of providing a 10 percent retention for advanced funds. SNC will only advance up to 90 percent of the total SNC Grant Funds awarded. After providing the 90 percent of Grant Funds available to advance, SNC will not disburse any additional Grant Funds until Grantee has completed the Project and complied with Section J. Project Completion. SNC may, in its sole discretion, waive the 10 percent retention.

8. Within 30 days after completion of the Project or the Payment Request for Final Expenditures, Final Report, and Deliverables Date, whichever is sooner, Grantee shall return to SNC any advanced Grant Funds plus any interest earned that has not been expended.

J. Project Completion

1. Within 60 days of the Completion of Project Tasks date set forth in Exhibit A, or by the deadline specified on the signature page for submittal of the Payment Request for Final Expenditures, whichever is sooner, Grantee shall submit all of the following:
 - a. All Deliverables as specified in Exhibit A.
 - b. A Request for Payment for final expenditures, including those for Project implementation, management, and administration, with all required supporting documentation.
 - c. A Progress Report addressing the duration of time since the last submitted Progress Report (up to 6 months).
 - d. A Final Report including reporting on performance measures.
 - e. An Equipment Closeout worksheet, if applicable. All equipment purchased using Grant Funds will be identified as part of the project closeout process, and SNC will make a determination on the disposition of the purchased equipment.
 - f. Any other documentation or submittals required by Exhibit A.
2. Following the receipt of the items specified in paragraph 1., above, SNC staff, in coordination with the Grantee, may conduct a site visit to ascertain compliance with this Agreement.
3. Following receipt of the items specified in paragraph 1., above and completion of any site visit mentioned in paragraph 2., above, SNC will reconcile the Project's financial reporting and prepare a Retention Request and Project Closeout Request (Project Closeout Confirmation). The Project Closeout Confirmation must be reviewed and signed by the Grantee and returned by the date indicated by SNC staff in order to receive any retained Grant Funds. Release of retained Grant Funds is contingent upon SNC's determination that Grantee has satisfactorily completed the Project.

4. SNC shall return the approved Project Closeout Confirmation to the Grantee and the Project shall be deemed completed as of the date SNC signed the Project Closeout Confirmation.

K. Agreement Termination/Failure to Perform

1. Prior to the completion of the Project, SNC may suspend or terminate this Agreement by providing Grantee with seven (7) days advance written notice.
2. If SNC suspends or terminates this Agreement prior to the Project Implementation Completion Date, Grantee shall immediately stop all work and take all reasonable measures to prevent further costs to the SNC hereunder. SNC shall be responsible for any reasonable and non-cancelable obligations incurred by the Grantee under this Agreement prior to the date of the notice to suspend or terminate, but only up to the undisbursed balance of the Grant Funds.
3. If Grantee fails to complete the Project in accordance with the terms of this Agreement, Grantee shall be liable for immediate repayment to the SNC of all amounts disbursed by the SNC under this Agreement, plus accrued interest. Interest shall be calculated at the rate(s) earned by the State's Pooled Money Investment Account from the date of disbursement to the date of repayment, compounded monthly. The SNC may, in its sole discretion, consider extenuating circumstances and may waive Grantee's obligation to repay, in whole or in part. This paragraph shall not be deemed to limit any other remedies the SNC may have for Grantee's failure to complete the Project in accordance with the terms of this Agreement.

L. Records Retention

1. The Grantee shall keep separate and complete financial records relating to this Agreement, including evidence sufficient to reflect the receipt, deposit, and disbursement of all funds related to the Project.
2. Grantee shall maintain the financial records in sufficient detail to provide an audit trail that will permit tracing transactions from support documentation to the accounting records to the financial reports and billings.
3. The financial records required to be retained include all books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, personnel and payroll records, canceled checks, and related documents and records. Source documents include copies of all awards, applications, and required financial and narrative reports. Personnel and payroll records shall include the time and attendance reports for all individuals who are compensated or reimbursed under the Grant, whether they are employed full-

time or part-time. Time-and-effort reports are also required for consultants and contractors.

4. Grantee shall require its contractors and consultants to maintain adequate supporting documentation in sufficient detail to provide an audit trail that will permit tracing transactions from the invoices to the financial statement to the accounting records to the supporting documentation.
5. Grantee shall use applicable Generally Accepted Accounting Principles published by the American Institute of Certified Public Accountants.
6. The financial records required to be maintained by this Agreement shall be retained for a minimum of three (3) years following the final disbursement by SNC and the final year to which the particular records pertain.

M. Audit Requirements

1. SNC may review, obtain, and copy all records required to be retained by this Agreement and all other records relating to Grantee's performance under this Agreement. Grantee shall provide SNC or its agents with any relevant information requested and shall permit SNC or its agents access to the Grantee's premises upon reasonable notice, during normal business hours, to interview employees and inspect and copy books, records, accounts, and other material that may be relevant to a matter under investigation, for the purpose of determining compliance with this Agreement and any applicable laws and regulations.
2. At any time, the SNC may disallow all or part of the cost of any activity or action which it determines to be out of compliance with the terms and conditions of this Agreement.
3. This Agreement, the Project, and records required to be retained by this Agreement are subject to examination and audit by the State of California, including but not limited to the Secretary of the Resources Agency, the Department of Finance, and the State Auditor during the records retention period specified in Section L.6. Records Retention, above.

N. Assignment

Except as expressly provided by written agreement between the SNC and the Grantee, this Agreement is not assignable by the Grantee either in whole or in part.

O. No Agency Agreement

In entering into and carrying out this Agreement, the Grantee, its officers, directors, employees, agents, and representatives, is each acting in an independent capacity and

not as a partner, member, director, officer, agent, employee, or representative of SNC or the State.

P. Liability

1. Grantee shall indemnify, protect and hold harmless SNC, the State, and their respective members directors, officers, agents, and employees (each an "Indemnified Party"), from and against any and all claims, demands, damages, liabilities, losses, costs (including attorneys' fees) and expenses (collectively, "Claims") arising out of, connected with or incident to this Agreement except that Grantee shall have no obligation to indemnify or hold harmless an Indemnified Party for Claims caused by the negligent or wrongful act of that Indemnified Party.
2. If Grantee is a public entity, Grantee waives any right to contribution and indemnity from the SNC and/or the State of California arising under Government Code Sections 895.2 and 895.6 in connection with this Agreement.
3. Grantee waives any and all rights to any express or implied indemnity or right of contribution from an Indemnified Party for any liability arising out of, connected with, or incident to this Agreement, except such liability as results from the negligent or wrongful act of an Indemnified Party.
4. Enforcement of the terms of this Agreement by SNC shall be at the discretion of SNC, and any forbearance by SNC to exercise its rights under this Agreement shall not be deemed or construed to be a waiver of such term or of any subsequent failure to perform the same or any other term of this Agreement or of any of the rights of SNC under it.

Q. Nondiscrimination

1. During the performance of this Agreement, Grantee and its contractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, genetic information, gender, gender identity, gender expression, marital status, age, sexual orientation, military and veteran status, or because of use of family-care leave, medical-care leave, or pregnancy-disability leave (Government Code Section 12940). Grantee and its contractors also shall not unlawfully deny a request for, or take unlawful action against, any individual because of the exercise of rights related to family-care leave (Government Code Sections 12945.1 and 12945.2). Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination, harassment, and unlawful acts.
2. Consistent with Government Code Section 11135, Grantee shall ensure that no one, on the basis of race, national origin, ethnic group identification, religion, age,

sex, sexual orientation, color, genetic information, or disability, is unlawfully denied full and equal access to the benefits of, or is unlawfully subjected to discrimination under, the work funded by SNC under this Agreement.

3. Pursuant to Government Code Section 12990, the Grantee and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations (California Code of Regulations Title 2, Section 7285.0 et seq.). The regulations of the Fair Employment and Housing Commission regarding Contractor Nondiscrimination and Compliance (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations) are incorporated into this Agreement by this reference.
4. Grantee and its contractors shall give written notice of their obligations under this non-discrimination clause to labor organizations with which they have a collective bargaining or other agreement and shall post in conspicuous places available to employees and applicants for employment, notice setting forth the provisions of this section. Grantee shall also include the non-discrimination provisions of this Agreement in all contracts related to the Project.

R. Drug-Free Workplace Certification

By signing this Agreement, Grantee certifies that it will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code Section 8350 et seq.) and will provide a drug-free workplace.

S. Certification of No Air or Water Pollution Violation

By signing this Agreement, Grantee shall not be and certifies that it is not: (1) in violation of any order or resolution not subject to review promulgated by the California Air Resources Board or an air pollution control district; (2) subject to a cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

T. Computer Software

By signing this Agreement, Grantee certifies that it has instituted and will employ systems and controls appropriate to ensure that, in the performance of this Agreement, grant funds will not be used for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

U. Unionizing

By signing this Agreement, Grantee certifies that no Grant Funds will be used to assist, promote, or deter union organizing. If Grantee makes expenditures to assist, promote,

or deter union organizing, Grantee shall maintain records sufficient to show that no State funds were used for those expenditures. Grantee shall provide those records to the Attorney General upon request, as provided in Government Code Section 16645.2.

V. Severability

If any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement that can be given effect without the invalid provision or application, and to this end, the provisions of this Agreement are severable.

W. Time of the Essence

Time is of the essence with respect to the Project Implementation Completion Date. With respect to all other dates set forth therein, Grantee shall use best efforts to accomplish the tasks by the specified dates.

X. Entire Agreement and Amendment

This Agreement, including the attached exhibits, constitutes the entire Agreement between the parties hereto relating to the Project. No amendment to this Agreement will be valid unless made in writing and signed by Grantee and SNC. Any request by the Grantee for amendments must be in writing stating the amendment request and reason for the request.

Y. Locus

This Grant is governed by and shall be interpreted in accordance with the laws of the State of California. SNC and Grantee hereby agree that any action arising out of this Grant Agreement shall be filed and maintained in the Superior Court in and for the County of Placer, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Grant Agreement.

Z. Non-Availability of Funds

Disbursement of Grant Funds to Grantee under this Grant Agreement is contingent upon the availability of funds appropriated through the State budget process. If SNC funding for the Wildfire Recovery and Forest Resilience Directed Grant Program for any fiscal year is reduced or eliminated, SNC shall have the option to either terminate this Agreement with no liability occurring to SNC or, if possible and desirable, to offer an Agreement amendment to Grantee to reflect the reduced amount available for the project.

AA. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Sierra Nevada Conservancy
Wildfire Recovery and Forest Resilience
Grant Program

EXHIBIT A

Grantee: Upper Mokelumne River Watershed Authority
Project Title: Forest Projects Plan – Phase Two Environmental Planning
Agreement Number: 1646

PROJECT SCOPE / DESCRIPTION

The Forest Projects Plan – Phase Two Environmental Planning (Project) is a planning project located on Stanislaus National Forest and Eldorado National Forest lands within El Dorado, Amador, Calaveras, Tuolumne, and Alpine counties. The Upper Mokelumne River Watershed Authority (UMRWA) will generate a landscape-level National Environmental Policy Act (NEPA) document to improve forest and watershed health on a minimum of 40,000 acres and up to 225,000 acres.

UMRWA will prepare a Draft Environmental Impact Statement (DEIS) as the final deliverable for this grant. While planning for this Project has been underway for some time now, these funds will be taking the Project from the public-scoping stage to the DEIS. Specific actions that UMRWA will perform include regular coordination and outreach with the two forests, the Technical Advisory Group, Amador-Calaveras Consensus Group (ACCG) members, and local tribes. UMRWA will also oversee focused field surveys and consultation with the United States Department of Fish and Wildlife. Additionally, UMRWA will oversee modeling efforts underlying the DEIS analysis and come up with alternatives. After the DEIS is completed, outside of the scope of this grant, UMRWA will make the final edits to create the Final Environmental Impact Statement (FEIS) and prepare two separate Decision Memos, one for each National Forest.

The outcome of this Project meets the “Healthy Watersheds and Forests” goal in the SNC Strategic Plan. This landscape-level plan is focused in the Upper Mokelumne River watershed, providing downstream benefits to multiple communities within the Sierra Nevada, as well as providing municipal water to the nearly two million California residents within East Bay Municipal Utility District’s service area in the East Bay.

TASKS AND TIMELINE

Detailed Project Tasks	Approximate Project Timeline	Budget Category
Task 1: Generate Draft Environmental Impact Statement 1.1: Field Surveys 1.2: Threatened and Endangered Species Consultation 1.3: Planning and Modeling	April 2024 – March 2026	B., C., D.
Task 2: Stakeholder Outreach	April 2024 – March 2026	A.
Task 3: Tribal Outreach and Participation	April 2024 – March 2026	E.
Completion of Project Tasks *	June 30, 2026	

*This is the date the Grantee anticipates completing the above project tasks. This date might be significantly earlier than the *Key Deadlines: Project Implementation Completion Date* on the agreement signature page, and can change as Project implementation proceeds.

Required Reporting	Due Date, Received by SNC	Budget Category
Six-Month Progress Reports with the following reporting periods: January 1 – June 30. July 1 – December 31	Aug 1 and Feb 1 through the life of the project [†] .	A.
Request for Payment of Final Expenditures Final Report, Including Performance Measures	60 days from Completion of Project Tasks or no later than the Key Deadline: Payment Request for Final Expenditures identified on the signature page of the Agreement, whichever is sooner.	A.

[†]Six-Month Progress Reports are required through the Completion of Project Tasks. The last Six-Month Progress Report may cover fewer than six months.

PROJECT BUDGET

Project Budget Categories	SNC Funding
A) Project Management, Coordination, and Outreach	\$239,360
B) Focused Field Surveys and Studies	\$77,050
C) NEPA Process, Planning, and Modeling	\$291,374
D) Threatened and Endangered Species Consultation	\$23,236
E) Tribal Liaison and Participation	\$15,000
F) Administrative Costs	\$77,522
TOTAL	\$723, 542

PROJECT DELIVERABLES**

Deliverable	Format	Date Due
Six-Month Progress Reports	SNC Report Forms	<i>August 1 and February 1 of each year.[†]</i>
Draft Environmental Impact Statement	Report	Upon Project Completion
Outreach Documentation	Flyers, agendas, and attendance rosters	Upon Project Completion
Tribal Participation Documentation	Flyers, agendas, and attendance rosters	Upon Project Completion
Updated Geospatial Files	See Geospatial Requirements in Project Reporting Requirements, below.	Upon Project Completion
Request for Payment of Final Expenditures	SNC Request for Payment Form	60 days from Completion of Project Tasks or no later than the <i>Key Deadline: Payment Request for Final Expenditures</i> identified on the signature page of the Agreement, whichever is sooner.
Final Report, Including Performance Measures	SNC Final Report Form	

** Deliverable is the term for the quantifiable items or documentation of completed activities that will be provided during and upon the completion of a Project. A Deliverable could be a report, a document, or any product that results from a Project.

[†]Six-Month Progress Reports are required through the Completion of Project Tasks. The last Six-Month Progress Report may cover fewer than six months.

PROJECT REPORTING REQUIREMENTS

Progress and Final Report(s):

The Grantee shall provide six-month progress reports and a final report as specified in the Project Timeline. Six-month progress reports shall reflect work completed in the previous six months, and final reports shall reflect the entire Grant period. A progress report shall also be submitted for the time period immediately preceding the submission of the final report and may cover fewer than six months.

The templates and instructions for completing these reports can be found on the Sierra Nevada Conservancy (SNC) website.

Geospatial Files at Project Initiation and for the Final Report

If there is land conservation, forest health treatments, or other on-the-ground work to be implemented under the grant, or environmental compliance to be completed for a specific project area, geospatial files of the work as planned must be submitted within 60 days of execution of the Grant Agreement and geospatial files of the work as completed must be submitted with the final report.

Accepted GIS file formats are zipped shapefiles (.shp) or file geodatabases (.gdb) with the projected coordinate system NAD 1983 California (Teale) Albers (Meters) (ESPG: 3310). Each project geometry type must be a polygon (single or multipart feature) with the below attributes:

- SNCGrant (Integer) — the SNC grant number
- OrgName (Text) — the name of the Grantee organization.
- ProjName (Text) — the project name as appears on the grant agreement.

Performance Measures Reporting:

Performance Measures are used to track progress toward Project goals and desired outcomes. They provide a means of reliably measuring and reporting the outcomes and effectiveness of a Project and how it contributes to the SNC's achievement of its programmatic goals. Additional information, including details on specific Performance Measures, can be found on the SNC web site.

The Grantee shall report on Performance Measures as part of the Final Report. The Grantee shall consider the following four quantitative Performance Measures and report on the ones that are applicable to this Project.

1. Resources Leveraged in the Sierra Nevada:

The purpose of this Performance Measure is to measure the additional resources generated as a result of SNC investment. The total value is based on matching funds provided by external sources, number of volunteer hours donated, and the value of major in-kind contributions made to a Project.

2. **Number and Diversity of People Reached:**
The purpose of this Performance Measure is to measure progress on information-sharing and education efforts, and the inclusiveness of other Project efforts, such as plan development.
3. **Number and Type of Jobs Created:**
The purpose of this Performance Measure is to measure economic benefits to the Sierra Nevada Region by tracking the full-time-equivalent jobs created by SNC-funded activities.
4. **Number and Value of New, Improved, or Preserved Economic Activities:**
The purpose of this Performance Measure is to provide the types, quantities, and, where appropriate, estimated dollar values of new, improved, or preserved economic activities, products, and services. This PM relates to SNC's goals to develop tourism and recreational opportunities, aid in the preservation of working landscapes, and assist the regional economy.

In addition, the Grantee shall report on Project-specific Performance Measures that will help describe Project outcomes in a measurable way. The specific Performance Measures and the associated targets for this Project include the following:

5. **Number of Acres Completing Pre-Implementation Planning and Environmental Compliance:** The purpose of this Performance Measure (PM) is to provide a measure of progress in moving SNC-funded projects from initial stages of collaboration and planning to action.

FOURTH AMENDMENT TO CONSULTING SERVICES
AGREEMENT FOREST PROJECTS PLAN – PHASE 2
(Project Planning and Environmental Planning Services)

THIS FOURTH AMENDMENT TO CONSULTING SERVICES AGREEMENT (“Agreement”) is made as of APRIL 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 STANTEC, Inc. (“Contractor”).

RECITALS

A. AUTHORITY and CONTRACTOR executed an agreement (the “Original Agreement”) dated August 29, 2022, whereby CONTRACTOR agreed to provide professional services related to environmental planning services for projects within the Forest Projects Plan.

B. AUTHORITY and CONTRACTOR executed Amendment 1 to the Original Agreement on February 23, 2023 to increase the maximum cost ceiling and update the Scope of Work;

C. AUTHORITY and CONTRACTOR executed Amendment 2 to the Original Agreement on October 06, 2023 to increase the maximum cost ceiling and update the Scope of Work;

D. AUTHORITY and CONTRACTOR executed Amendment 3 to the Original Agreement on November 17, 2023 to extend the term of the original agreement by one year to December 31, 2024;

E. AUTHORITY and CONTRACTOR desire to execute Amendment 4 to the Original Agreement to further increase the maximum cost ceiling, update the Scope of Work and extend the term of the original agreement to December 31, 2025;

F. AUTHORITY and CONTRACTOR anticipate further amendments in the future as funding sources including grants become available.

G. AUTHORITY BOARD OF DIRECTORS authorized this amendment and the Executive Officer’s execution thereof at its April 26, 2024 regular meeting.

NOW, THEREFOR, the parties agree as follows:

1. Contractor shall perform the Tasks as listed in Exhibit A – Scope of Work consistent with the Exhibit B - Budget.
2. The total compensation for completion of the Work shall not exceed \$1,140,400.
3. The agreement termination date is extended from December 31, 2024 to December 31, 2025.
4. Except as set forth in this Amendment, the Original Agreement shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment as of the date first

set forth above.

UPPER MOKELUMNE RIVER WATERSHED AUTHORITY:

Richard Sykes, UMRWA date

Katie Ross-Smith, STANTEC, Inc. date

EXHIBIT A – SCOPE OF WORK

Task 1 - Project Management, Coordination, Outreach, and Meetings (on-going)

Stantec would continue to lead planning, collaboration and coordination of the Forest Project Plan Phase 2. Funding for this task would contribute towards the following efforts:

- Coordinate and communicate with Stantec team members, UMRWA, Subconsultants and USFS representatives and manage the production and quality of deliverables, budget, and schedule.
- Coordinate among resource specialists to assure capacity, efficiency, and deliverable QA/QC.
- Track the project budget and schedule, prepare monthly invoices, prepare project status reports, and maintain the SharePoint sites for the Core Team and Partnership Teams document review and communication needs. This task will also include efforts needed to upload and maintain relevant materials to the USFS PINYON Box share site.
- Maintain and update the Outreach and Communications to implement stakeholder collaboration and public engagement.
- Assist UMRWA in planning for engagement of the Technical Advisory Group (TAG). Organize, facilitate, and develop materials for meetings with the TAG to gather technical input on the planning approach, preliminary proposed action and purpose and need, model selection, analysis and reports, among other things.
- Organize and facilitate monthly team meetings with the USFS and UMRWA (Partnership Team) to solicit guidance, direction, and strategies. Provide project updates, identify and resolve issues, address questions, schedule and progress. Meetings may be a combination of virtual, phone and in-person (Calaveras or Amador Counties). In addition to monthly meetings, also organize and facilitate Partnership Team field tours within the project study area.
- Organize and facilitate weekly UMRWA Core Team meetings to provide project updates, refine agendas for meetings and work session, identify and resolve issues, and track project budget, schedule and progress.
- Organize and facilitate monthly Interdisciplinary Team meetings to determine project direction and work through the NEPA analysis. Meetings may be a combination of virtual, phone and in-person (Calaveras or Amador Counties) and may become more frequent with the initiation of the Environmental Impact Statement preparation.

Task 2 – Focused Field Surveys and Studies

This task includes focused field surveys to ground truth modeling outcomes and limited required Pre-NEPA-Decision surveys.

- Model ground-truthing

Task 3 – NEPA Process, Planning and Modeling

This task continues the process of working with the modeling team to inform the development of planning scenarios and output descriptions including landscape management outcomes, objectives that will drive the scenario metrics, thresholds, and development of project alternatives. This phase of the project will complete the scoping process, begin evaluation of alternatives, prepare

the resource reports that inform the EIS analysis consistent with NEPA requirements and initiate the preparation of the Administrative Draft Environmental Impact Statement (ADEIS). This overall process would include the following steps:

- Data Management and GIS map making assistance;
- Participate in model planning/coordination with modeling team;
- Manage Spatial Informatics Group (SIG) subconsultant's contract;
- Inform Treatment Scenario Analysis and Prioritization (including the development of desired conditions, management objectives, landscape management outcomes, and identification of metrics to be used to evaluate the outcomes of treatments across the landscape);
- Complete NOI and Scoping Package preparation and coordination with both Forests. Support both Forests in their coordination briefings with the Regional Office and Washington Office;
- Organize and facilitate two public scoping meetings and develop scoping comment responses in collaboration with the IDT and Partnership Team;
- Gather and complete review of existing conditions data, identify data gaps in consideration of scoping comments;
- Begin development of resource reports, including:
 - USFS MIS Report;
 - Migratory Bird Assessment;
 - Watershed Assessment;
 - Soils Report;
 - Cultural Report;
- Lead determination of values, assets, resources, desired conditions, objectives, actions to be considered in the Project Action Description and development of Alternatives for the NEPA analysis;
- Identify project activities that may not be consistent with existing Forest Plans;
- Coordinate with USFS determination of potential Forest Plan Amendments required;
- Initiate the preparation of Administrative DEIS, which will be a two-Forest joint EIS; and
- Continue to maintain administrative record.

Task 4 – T&E Species Agency Consultation

Under this task, development of draft Biological Analysis (BAs) for the USFWS consultation and Biological Evaluations (BEs) a Biological Analysis (BA) will be started for USFWS Consultation. It is expected to address California spotted owl, foothill yellow-legged frog, California red-legged Frog, Sierra Nevada yellow-legged frog, Yosemite toad, whitebark Pine, western pond turtle, and other species present on the Project's Information for Planning and Consultation list. USFWS will be consulted to confirm the list of species to be addressed in the BA, to seek feedback on expected effects determination for each species, and to develop conservation measures for listed species with potential Project impacts.

EXHIBIT B – Budget

Task Name	Original Agreement	Amendment #2	Amendment #4	
Task 1 Project Management, Coordination, Outreach, and Meetings	\$143,980	\$120,000	\$194,260	
Task 2 Focused Field Surveys and Studies		\$78,000	\$77,050	
Task 3 NEPA Process, Planning and Modeling	\$30,500	\$162,000	\$271,374	
Task 4 T&E Species Agency Consultation	-	\$40,000	\$23,236	
Sub-total	\$174,480	\$400,000	\$565,920	
Total				\$1,140,400

**2024 Schedule of Fees for Professional Services
Stantec, Environmental Services
Upper Mokelumne River Watershed Authority
Forest Project Plan Phase 2**

Classification	2024 Rate/Hour
Field Technician	\$66.95
Project Assistant	\$82.40
Project Coordinator	\$103.00
Senior Project Coordinator	\$113.30
Production Specialist	\$144.20
Technical Editor	\$154.50
GIS Consultant 1	\$97.85
GIS Consultant 2	\$118.45
Assistant Staff Consultant	\$87.55
Staff Consultant 1	\$97.85
Staff Consultant 2	\$108.15
Senior Staff Consultant 1	\$118.45
Senior Staff Consultant 2	\$133.90
Project Consultant 1	\$144.20
Project Consultant 2	\$159.65
Senior Project Consultant 1	\$169.95
Senior Project Consultant 2	\$185.40
Senior Consultant 1	\$211.15
Senior Consultant 2	\$226.60
Senior Consultant 3	\$257.50
Director	\$309.00

Consultant and Director positions include professional Scientist, Ecologist, Economist, Engineer, Hydrogeologist, Geologist, Planner, and other technical and non-technical staff positions. Consultant hours spent providing expert witness, deposition, or preparation for deposition will be charged at 1½ times regular billing rate. Rates will be escalated annually on January 1 at a rate of 3% or CPI for Western Wage Earners, the higher of the two.

Expenses

Use of a personal vehicle will be at the current IRS allowable rate. Subconsultant fees and all other direct costs (ODC) will be billed at cost.

Conditions

Stantec specifies that our services are performed, within the limits prescribed by our clients, with the usual thoroughness and competence of the environmental consulting profession. No other warranty or representation, either expressed or implied, is included or intended in our proposals, contracts, or reports.

Effective through December 31, 2025

FIRST AMENDMENT TO CONSULTING SERVICES AGREEMENT
FOREST PROJECTS PLAN - PHASE 2
(Project Planning and Environmental Services)

THIS FIRST AMENDMENT TO CONSULTING SERVICES AGREEMENT (“Agreement”) is made as of April 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 MEGAN LAYHEE (“Consultant”).

RECITALS

A. AUTHORITY and CONSULTANT executed an agreement (the “Original Agreement”) dated January 26, 2024, whereby CONSULTANT agreed to provide professional services related to planning and services for the Forest Projects Plan.

B. AUTHORITY and CONSULTANT desire to modify the Original Agreement as set forth in this First Amendment.

C. AUTHORITY BOARD OF DIRECTORS authorized this amendment and the Executive Officer’s execution thereof at its April 26, 2024 regular meeting.

NOW, THEREFOR, the parties agree as follows:

1. Consultant shall continue to perform the Scope of Work tasks as listed in the Original Agreement - Exhibit A.
2. The total compensation for completion of the Work shall not exceed \$76,000.
3. Except as set forth in this Amendment, the Original Agreement shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date first set forth above.

UPPER MOKELUMNE RIVER
WATERSHED AUTHORITY:

CONTRACTOR:

Richard Sykes, Executive Officer

Megan Layhee, Environmental Consultant

Date: _____

Date: _____



Regional Forest and Fire Capacity Program Round 3 Agreement Development Form



Applicant Organization or Tribe	Upper Mokelumne River Watershed Authority
Geographic Area or Collaborative Geography Covered by Proposal	Upper Mokelumne River Watershed and adjacent perimeter lands
Funding Amount Requested	\$ 271,608

Applicant Authorized Representative <i>Person authorized to sign the grant agreement.</i>	Name: Richard Sykes
	Title: Executive Officer
	Phone: (209) 772-8340
	E-mail: rsykes@umrwa.org
	Address: 15083 Camanche Parkway South Valley Springs, CA 95252
Applicant Day-to-Day Contact <i>Person managing the project.</i>	Name: Rob Alcott
	Title: Administrative Officer
	Phone: (707) 888-1701
	E-mail: robalcott@aol.com
	Address: 15083 Camanche Parkway South Valley Springs, CA 95252

County(ies) Covered	Calaveras County and Amador County
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Grant Completion Date	Sept. 15, 2026
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Regional Forest and Fire Capacity Program Round 3 Agreement Development Form



PROJECT SCOPE AND ACTIVITIES

Capacity-building activities are those which are needed to scale up planning and project-development efforts in a more inclusive and effective way. These can include collaboration and partnership development, project identification and prioritization, organizational development, project implementation, grant administration, and evaluation, among others. These can also include outreach to and engagement of tribes and tribal organizations, as well as tribal coordination and capacity building.

What were the key Capacity Building needs identified in your 2023 Assessment process?
(One paragraph maximum, could also be a bullet point list.)

- Enhance and sustain the regional ACCG Collaborative as a key stakeholder contributor to Forest Projects Plan - Phase 1 implementation (26,000 acres) and Phase 2 planning process (250,000 acres).
- Establish and sustain a Forest Projects Plan Tribal Liaison to implement UMRWA's 2023 Tribal Engagement Plan.
- Establish and sustain an ACCG Monitoring Coordinator to organize and support the ACCG Monitoring Program.

How do your proposed capacity building activities address these needs?
(One paragraph maximum)

- ACCG Administration: organize, prepare materials for, manage, host and document general and working group meetings; website maintenance; communications and outreach.
- Forest Projects Plan Tribal Liaison: implement 2023 Tribal Engagement Plan (incl. develop and foster Tribal relationships, facilitate Tribal FPP participation, coordinate with USFS cultural and Tribal resources staff).
- ACCG Monitoring Coordinator: with the ACCG Monitoring Group and Tribal Liaison, develop long-term plan for sustaining and funding FPP monitoring; develop monitoring strategy for FPP (to include TEK principles); facilitate gathering and processing of existing ACCG monitoring data collected-to date for inclusion in FPP Monitoring Program.

Pipeline Project Development activities are meant to create a robust 'project pipeline', which means that your local partners have projects at multiple stages: concept, design, environmental permitting, and implementation. The flow of projects through such a pipeline helps increase the pace and scale of forest restoration.

Briefly describe your proposed Project Pipeline Development activities and why they are needed to increase the pace and scale of forest restoration in your area.



Regional Forest and Fire Capacity Program Round 3 Agreement Development Form



(One paragraph maximum)

UMRWA's 'project development pipeline' is the two-phase Forest Projects Plan. The Phase 1 Plan, completed in Jan. 2023, provides 26,000 acres of NEPA/CEQA cleared fuel treatment projects, with 7,000 of those acres scheduled to be under contract by July 2024 for implementation. The FPP-1 Plan was further refined in UMRWA's ACCG-endorsed FPP-1 Implementation Work Plan. This implementation plan systematically delineates, ranks, and sequences the mechanical and hand fuel reduction treatments across the full 26,000-acre plan area. UMRWA foresees, with sufficient grant and federal funding being available, the completion of Phase 1 treatments by 2031.

In ramping up its FPP-1 implementation program UMRWA has learned an additional fundamental step must be fulfilled to efficiently place treatment contractors in the field. That step is the reconciliation of GIS-based project maps (e.g., maps included with implementation grant applications) with on-the-ground conditions. Actual field reconciliation (i.e., ground truthing) facilitates the preparation of accurate project unit maps used to secure bids and award contracts to treatment operators. Importantly, this step will minimize occasions when contractors are unable to access contracted treatment units because of closed roads, culvert blowouts, and other impassable conditions. These occasions often result in increased project costs and schedule delays. UMRWA proposes to complete ground truthing activities on the FPP-1's not-yet-contracted 18,000 +/- acres as an element of this RFFCP Round 3 project. This proposed activity can be performed economically by a seasonal Forest Tech and is included in Task 2.

The UMRWA led 250,000-acre regional Phase 2 planning effort, with significant funding support provided by SNC and CalFire, is scheduled to be completed by January 2026. The Phase 2 Plan process will consider forestry activities not included in Phase 1 due to potentially more significant environmental impacts. The completed Phase 2 plan will include fuel treatment projects and other forest management actions designed to enhance and sustain forest health in the Upper Mokelumne River watershed. For comparison, FPP - Phase 2 is expected to be similar in scope and complexity to the Stanislaus NF's SERAL Project which addresses forest lands lying south and adjacent to the FPP – 2 project area. [Note: Projects for the Regional Priority Plan will initially include FPP – Phase 1 projects only.]

PROJECT TASKS AND TIMELINE

(Please add additional tasks and timelines to the table below from the pre-proposal and SNC email correspondence.)

DETAILED PROJECT TASKS	APPROXIMATE TIMELINE <i>(no later than)</i>
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Regional Forest and Fire Capacity Program Round 3 Agreement Development Form



Capacity Building Tasks (Task 1)	
1a. Organize, manage and document monthly general and Working Group ACCG meetings.	Monthly to July 2026
1b. Manage ACCG website and assist with ACCG communications and outreach.	July 31, 2026
2a. Engage Tribal Liaison for implementation of Tribal Engagement Plan.	November 1, 2024
2b. Prepare Tribal Engagement Plan update to reflect Tribal input.	December 31, 2025
3a. Engage Monitoring Coordinator to assist in developing and leading ACCG Monitoring Work Group.	November 1, 2024
3b. Develop FPP Monitoring Strategy and develop long-term funding plan to maintain FPP monitoring program.	December 31, 2025
Project Portfolio for SNC's RPP (Task 2)	
Prepare portfolio of FPP-1 projects, conduct project ground truthing/verification, and complete the associated maps and information required for SNC's Regional Priority Plan.	December 31, 2025
General Tasks (Task 3)	
Attendance at SNC RFFCP Regional Annual Conference/s (if applicable) Attendance at bi-monthly Subgrantee Workshops	
Work Plan Activities and Financial Status Reports	
3-month	July 31, 2024
6-month	October 31, 2024
9-month	January 31, 2025
12-month	April 30, 2025
15-month	July 31, 2025
18-month	October 31, 2025
21-month	January 31, 2026
24-month	April 30, 2026
27-month	July 31, 2026
Final	September 15, 2026



Regional Forest and Fire Capacity Program Round 3 Agreement Development Form



Project Completion Date	July 31, 2026
Request for Payment of Final Expenditures Final Report Performance Measures	September 15, 2026

PROJECT BUDGET

Cost Category	Task 1: Capacity Building	Task 2: FPP Project Portfolio	Total
Personnel Salary/Benefits	0	0	0
Materials/Supplies	0	0	0
Subcontracts	215,280	20,540	235,820
Travel	9,086	2,010	11,096
Subtotal: Direct Costs			
Admin Overhead Indirect (10%)	22,437	2,255	24,692
Total Costs			271,608

Budget Narrative

Please attach a budget narrative that outlines the resources needed for each Task or Activity above, and that briefly describes the costs and responsibilities of anticipated staff positions and consultant contracts, as well as a brief explanation of any other proposed costs. Alternately, this can be in the form of a detailed budget ('Internal Budget') which lists all staff positions (their hourly rates, their benefits, and the number of hours anticipated under this grant), consultants (their hourly rates and number of expected hours worked), and any other proposed costs (such as travel, participant stipends, etc.)

INTERNAL BUDGET



Regional Forest and Fire Capacity Program Round 3 Agreement Development Form



Subcontracts	Task #	Hours/month x #months = Total	Hourly Rate	Total
ACCG Administrator	1	30 x 24 = 720	\$75	\$54,000
Tribal Liaison	1	35 x 24 = 840	\$80	\$67,200
Monitoring Coordinator	1	40 x 24 = 960	\$90	\$86,400
Project Manager	1	2 x 24 = 48	\$160	\$7,680
			Subtotal	\$215,280
GIS Consultant	2	20 x 2 = 40	\$125	\$5,000
Forest Tech	2	60 x 3 = 180	\$65	\$11,700
Project Manager	2	1 x 24 = 24	\$160	\$3,840
			Subtotal	\$20,540
Travel (mileage)		Miles/month x #months = Total	Rate/mile	Total
ACCG Administrator	1	65 x 24 = 1,560	\$0.67	\$1,046
Tribal Liaison	1	300 x 24 = 7,200	\$0.67	\$4,824
Monitoring Coordinator	1	200 x 24 = 4,800	\$0.67	\$3,216
Forest Tech	2	1,000 x 3 = 3,000	\$0.67	\$2,010
			Subtotal	\$11,096
			TOTAL	\$246,916

PROJECT DELIVERABLES

(Please add additional tasks and timelines to the table below from the pre-proposal and SNC email correspondence.)

DELIVERABLE	FORMAT	DUE DATE
SPECIFIC DELIVERABLES		
Task 1		
ACCG General Meetings and Work Group Meetings	Meeting Summaries, Work Group Action Items	W/Quarterly Reports
Engage Tribal Liaison	Services Agreement	November 1, 2024
FPP Tribal Outreach Materials	Outreach Documents	January 31, 2025
Updated Tribal Engagement Plan	Updated Plan	December 31, 2025
Engage Monitoring Coordinator	Services Agreement	November 1, 2024
Monitoring Data and Collection Plan	Monitoring Plan	November 31, 2025
Extended Monitoring Program Strategy	Program Strategy Plan	December 31, 2025
Task 2		
Portfolio of FPP-1 projects for SNC's Regional Priority Plan	- Landscape of Interest shapefile	December 31, 2025



Regional Forest and Fire Capacity Program Round 3 Agreement Development Form



	<ul style="list-style-type: none"> - List of agency & partner organizations - List of FPP-1 projects with SNC specified details - Ground verification for each listed project (totaling ~ 18,000 acres) - Shapefile for each listed project - Estimated completion cost - Project list sustainability plan 	
Task 3		
Work Plan Activities and Financial Status Reports 3-month 6-month 9-month 12-month 15-month 18-month 21-month 24-month Final	SNC Report Forms	July 31, 2024 October 31, 2024 January 31, 2025 April 30, 2025 July 31, 2025 October 31, 2025 January 31, 2026 April 30, 2026 July 31, 2026 September 15, 2026
Request for Payment of Final Expenditures Final Report Performance Measures	SNC Request for Payment Form SNC Final Report Form	60 days from Project Completion or no later than the deadline identified on the signature page of the Payment Request for Final Expenditures.

Compliance

All projects must comply with the California Environmental Quality Act (CEQA) at the time the SNC Governing Board authorizes a grant. Since the complexity of CEQA compliance will vary depending on project activities and type of grantee, it is important to consult with SNC staff regarding which documents may be required in what timeframe. In addition to CEQA compliance, National Environmental Policy Act (NEPA) compliance is required for all projects proposed on federal land.

Please provide a brief description of CEQA and NEPA status below.



Regional Forest and Fire Capacity Program Round 3 Agreement Development Form



In compliance with SNC's governing statute, SNC will notify and may consult with project area representatives during project evaluation.

Tribal Contact(s)	
Tribe Name Contact Name Phone Number Email or Mailing Address	El Dorado Band of Miwok Tribe Kimberly Petree (775)-781-1186 Waterlover4life@yahoo.com
Tribe Name Contact Name Phone Number Email or Mailing Address	Washoe Tribe of Nevada and California Rhianna Jones, Environmental Protection Director (775)-781-1186 rhiana.Jones@washoetribe.us
Tribe Name Contact Name Phone Number Email or Mailing Address	Tuolumne Band of Me-Wuk Indians Kevin Day 209-928-5310 kday@mewuk.com
Tribe Name Contact Name Phone Number Email or Mailing Address	Calaveras Band of Miwok Indians Debra Grimes (209) 470-8688 CalaverasMiwukPreservation@gmail.com
Public Land Management Agencies, County Planning Departments, and Local Water Agencies	
Contact Name Contact Title Phone Number Email or Mailing Address	Chuck Beatty Amador County Planning Director 209-223-6380 planning@amadorgov.org
Contact Name Contact Title Phone Number Email or Mailing Address	Gabriel Elliott Calaveras County Planning Dept. Planning Director (209) 754-6394 planning@calaverasgov.us
Contact Name Contact Title Phone Number Email or Mailing Address	Michael Minkler Calaveras County Water District General Manager (209) 754-3028 mminkler@calaverascounty.gov
Contact Name Contact Title Phone Number Email or Mailing Address	Larry McKenney Amador Water Agency General Manager 209-257-5245 lmckenney@amadorwater.gov



Regional Forest and Fire Capacity Program Round 3 Agreement Development Form



Performance Measures

Performance measures are currently under development and will be included in grant agreements if this proposal is awarded.

Authorization to Apply

Project proponents are required to provide a copy of documentation authorizing them to apply for grant funding to the SNC. A project-specific governing board or council resolution is required for nonprofit organizations, tribes, and local government agencies. However, if the organization’s governing board has delegated authority to a specific officer to act on behalf of that organization, the officer may, in lieu of a resolution, submit a letter of authorization along with documentation of delegated authority. The documentation of delegated authority must include the language granting such authority and the date of the delegation.

In the space below, briefly describe the authorization to apply, if it has been authorized, or is scheduled for future consideration. Additionally, please include documentation with proposal submission.

(Please limit the response to one paragraph or less.)

UMRWA is a Joint Powers Agency comprised of six water agencies (Amador Water Agency, Calaveras County Water District, Calaveras Public Utility District, East Bay Municipal Utility District, Jackson Valley Irrigation District and Alpine County Water Agency) and three counties (Alpine, Amador and Calaveras). On April 23, 2021 the UMRWA Board approved and executed Resolution 2021-01 which authorizes the Executive Officer to apply for grants on behalf of UMRWA. A copy that executed resolution is attached. Submission of this SNC application by the Executive Officer is consistent with that authorization.

Certification of Submission

Applicant Organization	Upper Mokelumne River Watershed Authority
Project Name	(RFFCP2022) WIP Capacity Subgrant – UMRWA – ACCG

CERTIFICATION OF SUBMISSION	
By entering my name below, I certify that the information contained in this application is correct to the best of my knowledge and I am authorized to submit this application on behalf of this organization.	
Name	Richard Sykes



Regional Forest and Fire Capacity Program Round 3 Agreement Development Form



Title	Executive Officer
Organization	Upper Mokelumne River Watershed Authority
Date	February 22, 2024



March 28, 2024

To the Board of Directors
Upper Mokelumne River Watershed Authority
Oakland, California

We have audited the financial statements Upper Mokelumne River Watershed Authority (the "Authority") for the years ended September 30, 2023 and 2022. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards and, *Government Auditing Standards*, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated April 26, 2023. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Matters

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the Authority are described in the notes to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during the fiscal year ended September 30, 2023. We noted no transactions entered into by the Authority during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. We are pleased to report that no such misstatements were identified during the course of our audit.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.



To the Board of Directors
Upper Mokelumne River Watershed Authority
Oakland, California

Management Representations

We have requested certain representations from management that are included in the management representation letter dated March 28, 2024.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a “second opinion” on certain situations. If a consultation involves application of an accounting principle to the Authority’s financial statements or a determination of the type of auditor’s opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Authority’s auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to management’s discussion and analysis, which is required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

Future GASB Pronouncements

The following Government Accounting Standards Board (GASB) pronouncements will be effective for the following fiscal years’ audits and should be reviewed for proper implementation by management:

Fiscal Year 2023-2024

GASB Statement No. 99, *Omnibus 2022*.

Fiscal Year 2024-2025

GASB Statement No. 101, *Compensated Absences*.

Future Projects

Comprehensive Project, *Financial Reporting Model*.

Comprehensive Project, *Revenue and Expense Recognition*.

Major Project, *Going Concern Uncertainties and Severe Financial Stress*.

Major Project, *Infrastructure Assets*.

Practice Issue, *Classification of Nonfinancial Assets*.



To the Board of Directors
Upper Mokelumne River Watershed Authority
Oakland, California

Practice Issue, *Risks and Uncertainties Disclosures*.

Pre-Agenda Research Activities, *Subsequent Events*.

Restriction on Use

This information is intended solely for the information and use of the Board of Directors and management and management of the Authority and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

Lance, Solt & Loughard, LLP

Sacramento, California



UPPER MOKELUMNE RIVER WATERSHED AUTHORITY
FOR THE YEARS ENDED SEPTEMBER 30, 2023 AND 2022 BASIC FINANCIAL STATEMENTS

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UPPER MOKELUMNE RIVER WATERSHED AUTHORITY

Basic Financial Statements
For the Years Ended September 30, 2023 and 2022

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Upper Mokelumne River Watershed Authority
Oakland, California

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of the Upper Mokelumne River Watershed Authority (the "Authority"), as of and for the years ended September 30, 2023 and 2022, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Authority as of September 30, 2023 and 2022, and the changes in financial position and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and the State Controller's Minimum Audit Standards for California Special Districts. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Authority and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the State Controller's Minimum Audit Standards for California Special Districts will always detect a material



To the Board of Directors
Upper Mokelumne River Watershed Authority
Oakland, California

misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the State Controller's Minimum Audit Standards for California Special Districts, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, as listed on the table of contents, presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.



To the Board of Directors
Upper Mokelumne River Watershed Authority
Oakland, California

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated March 28, 2024, on our consideration of the Authority's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Authority's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Authority's internal control over financial reporting and compliance.

Lance, Soll & Lughard, LLP

Sacramento, California
March 28, 2024

**UPPER MOKELUMNE RIVER WATERSHED AUTHORITY
MANAGEMENT'S DISCUSSION & ANALYSIS
SEPTEMBER 30, 2023 AND 2022**

This section presents management's analysis of the Upper Mokelumne River Watershed Authority's financial condition and activities as of and for the years ended September 30, 2023 and 2022. Management's Discussion and Analysis (MD&A) is intended to serve as an introduction to the Authority's basic financial statements. The MD&A represents management's examination and analysis of the System's financial condition and performance.

This information should be read in conjunction with the audited financial statements that follow this section. The information in the MD&A is presented under the following headings:

- Organization and Business
- Overview of the Financial Statements
- Financial Analysis
- Request for Information

Organization and Business

The Upper Mokelumne River Watershed Authority ("Authority") is a public entity established pursuant to California Government Code Chapter 5 of Division 7 of Title 1. The Authority was created in accordance with the terms of a Joint Exercise of Powers Agreement, dated August 15, 2000, and amended on April 22, 2005, June 6, 2008, and January 27, 2023, among the Alpine County Water Agency (ACWA), the Amador Water Agency (AWA), the Calaveras County Water District (CCWD), the Calaveras Public Utility District (CPUD), the East Bay Municipal Utility District (EBMUD), the Jackson Valley Irrigation District (JVID), and the Counties of Alpine, Amador and Calaveras. The goals of the Authority are the enhancement of Mokelumne River water supply and the protection of water quality and the environment. The Authority may acquire, construct, operate and maintain watershed projects and provide services to its member entities related to water and other utility-related matters.

For additional information, please see the notes to the basic financial statements.

Overview of the Financial Statements

The financial statements include a *statement of net position*, a *statement of revenues, expenses, and changes in fund net position*, a *statement of cash flows*, and *notes to the financial statements*. The report also contains other required supplementary information in addition to the basic financial statements.

The Authority's basic financial statements include:

The *Statements of Net Position* present information on the Authority's assets and liabilities, with the difference between the two reported as net position. It provides information about the nature and amount of resources and obligations at year-end.

The *Statements of Revenues, Expenses, and Changes in Fund Net Position* present the results of the Authority's operations over the course of the fiscal year and information as to how the *fund net position* changed during the year.

The *Statements of Cash Flows* present changes in cash and cash equivalents resulting from operational and noncapital activities. This statement summarizes the annual flow of cash receipts and cash payments, without consideration of the timing of the event giving rise to the obligation or receipt.

The *Notes to the Basic Financial Statements* provide additional information that is essential to a full understanding of the data provided in the basic financial statements. The notes to the basic financial statements can be found on pages 10 to 13 of this report.

**UPPER MOKELUMNE RIVER WATERSHED AUTHORITY
MANAGEMENT'S DISCUSSION & ANALYSIS
SEPTEMBER 30, 2023 AND 2022**

Financial Analysis

For fiscal year ended September 30, 2023, the Authority's current assets decreased by \$200,186 and the total net position decreased by \$172,992. Major components of the total net position are:

- Current assets consist of cash at bank, investments, state grant receivables, and interest receivables in the amount of \$797,396.
- Current liabilities consist of outstanding accounts payable in the amount of \$237,279.
- Unrestricted assets consist of cash available and receivables less accounts payable in the amount of \$560,117.

**Table 1
Summary of Net Position
September 30, 2023 and 2022**

	<u>2023</u>	<u>2022</u>	<u>Variance</u>
Assets:			
Current assets	\$ 797,396	\$ 997,582	\$ (200,186)
Total assets	<u>797,396</u>	<u>997,582</u>	<u>(200,186)</u>
Current liabilities	<u>237,279</u>	<u>264,473</u>	<u>(27,194)</u>
Net position:			
Unrestricted assets	<u>560,117</u>	<u>733,109</u>	<u>(172,992)</u>
Total net position	<u>\$ 560,117</u>	<u>\$ 733,109</u>	<u>\$ (172,992)</u>

**UPPER MOKELUMNE RIVER WATERSHED AUTHORITY
MANAGEMENT'S DISCUSSION & ANALYSIS
SEPTEMBER 30, 2023 AND 2022**

Results of Operations

- Operating revenues during the fiscal years ended September 30, 2023 and 2022 totaled \$1,002,865 and \$1,046,115, respectively. This decrease of \$43,250 was primarily due to a decrease in member contributions.
- Operating expenses during the fiscal years ended September 30, 2023 and 2022 totaled \$1,177,720 and \$908,543, respectively. This increase of \$269,177 was primarily due to an increase in planning and development expenditures.
- Change in net position during the fiscal years ended September 30, 2023 and 2022 totaled (\$172,992) and \$138,013, respectively. This decrease of \$311,005 was primarily due to a decrease in member contributions combined with an increase in planning and development expenditures.

Table 2
Summary of Revenues, Expenses and Changes in Net Position
Years ended September 30, 2023 and 2022

	<u>2023</u>	<u>2022</u>	<u>Variance</u>
Operating revenue	\$ 1,002,865	\$ 1,046,115	\$ (43,250)
Operating expenses	<u>(1,177,720)</u>	<u>(908,543)</u>	<u>(269,177)</u>
Net operating income (loss)	(174,855)	137,572	(312,427)
Nonoperating revenue	<u>1,863</u>	<u>441</u>	<u>1,422</u>
Change in net position	<u>\$ (172,992)</u>	<u>\$ 138,013</u>	<u>\$ (311,005)</u>

Request for Information

This financial report is designed to provide readers with a general overview of the Upper Mokelumne River Watershed Authority's finances and demonstrate the Authority's accountability for the monies it manages. If you have any questions about this report or need additional information, please contact: the UMRWA Authority Treasurer, MS #402, P.O. Box 24055, Oakland, California 94623-1055.

**UPPER MOKELUMNE RIVER WATERSHED AUTHORITY
STATEMENTS OF NET POSITION
SEPTEMBER, 30 2023 AND 2022**

Assets	<u>2023</u>	<u>2022</u>
Current assets:		
Cash and cash equivalents (Note 2)	\$ 455,607	\$ 721,523
Investments (Note 2)	65,632	64,126
Grants receivable	275,592	211,725
Accrued interest receivable	<u>565</u>	<u>208</u>
Total current assets	<u>797,396</u>	<u>997,582</u>
 Liabilities		
Current liabilities:		
Accounts payable	<u>237,279</u>	<u>264,473</u>
Total current liabilities	<u>237,279</u>	<u>264,473</u>
 Net Position (Note 1B)		
Unrestricted	<u>560,117</u>	<u>733,109</u>
Total net position	<u>\$ 560,117</u>	<u>\$ 733,109</u>

UPPER MOKELUMNE RIVER WATERSHED AUTHORITY
STATEMENTS OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
FOR THE YEARS ENDED SEPTEMBER 30, 2023 AND 2022

	2023	2022
Operating revenue:		
Member contributions	\$ 171,694	\$ 238,500
State grants	831,171	807,615
Total operating revenue	1,002,865	1,046,115
Operating expenses:		
Planning and development	(286,372)	(126,862)
General and administration	(165,271)	(128,053)
Grant awards to sponsors	(726,077)	(653,628)
Total operating expense	(1,177,720)	(908,543)
Net operating income	(174,855)	137,572
Nonoperating revenue:		
Interest and other income	1,863	441
Change in net position	(172,992)	138,013
Total net position - beginning	733,109	595,096
Total net position - ending	\$ 560,117	\$ 733,109

UPPER MOKELUMNE RIVER WATERSHED AUTHORITY
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED SEPTEMBER 30, 2023 AND 2022

	2023	2022
Cash flows from operating activities:		
Cash received from members	\$ 171,694	\$ 238,500
Cash received from State grants	767,304	822,718
Cash paid for supplies and services	(1,204,914)	(896,777)
Net cash provided (used) by operating activities	(265,916)	164,441
Cash provided by investing activities:		
Interest and other income received	1,506	268
Net change in cash and cash equivalents	(264,410)	164,709
Cash and equivalents, and investments at beginning of period	785,649	620,940
Cash and equivalents, and investments at end of period	\$ 521,239	\$ 785,649
Reconciliation of cash and cash equivalents, and investments to amounts reported on the statement of net position:		
Cash and cash equivalents	\$ 455,607	\$ 721,523
Investments	65,632	64,126
Cash and equivalents, and investments at end of period	\$ 521,239	\$ 785,649
Reconciliation of operating income to net cash provided (used) in operating activities:		
Operating income	\$ (174,855)	\$ 137,572
Adjustments to reconcile operating income to net cash provided (used) in operating activities:		
Changes in operating assets and liabilities		
Grants receivable	(63,867)	15,103
Accounts payable	(27,194)	11,766
Net cash provided (used) by operating activities	\$ (265,916)	\$ 164,441

**UPPER MOKELUMNE RIVER WATERSHED AUTHORITY
NOTES TO BASIC FINANCIAL STATEMENTS
FOR THE YEARS ENDED SEPTEMBER 30, 2023 AND 2022**

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Description of Reporting Entity

The Upper Mokelumne River Watershed Authority (the Authority) is a public entity established pursuant to California Government Code Chapter 5 of Division 7 of Title 1. The Authority was created in accordance with the terms of a Joint Exercise of Powers Agreement, dated August 15, 2000 as amended on April 22, 2005, June 6, 2008, and January 27, 2023, among Alpine County Water Agency (ACWA), Amador Water Agency (AWA), Calaveras County Water District (CCWD), Calaveras Public Utility District (CPUD), East Bay Municipal Utility District (EBMUD), Jackson Valley Irrigation District (JVID), and the Counties of Alpine, Amador and Calaveras. The Authority was initially established in the year 2000 for the purpose of effectuating the acquisition, operation and maintenance of Project No. 137 and any future Watershed Projects. The 2005 amendments to the Joint Exercise of Powers Agreement specify the purposes of the Authority to include enhancement of Mokelumne River water supply and protection of water quality and the environment. The 2008 amendments to the joint powers agreement added regional water supply planning, water supply projects, and projects outside the boundary of the Upper Mokelumne River watershed as eligible Authority activities. The 2023 amendments added reduction in wildfire fuels, improved forest health, and resilience to climate change as expressed purposes of the Authority.

Members contribute funds in support of approved programs and projects in accordance with a funding formula established under Authority Policy three (Budget Policy and Procedure). Funding contributions for the year ending September 30, 2023 were allocated, pursuant to Policy three, with twenty percent to Amador members (Amador Water Agency, Amador County and Jackson Valley Irrigation District), twenty percent to Calaveras members (Calaveras County Water District, Calaveras County and Calaveras Public Utility District), and sixty percent to EBMUD.

B. Basis of Accounting and Presentation

The accompanying financial statements report the financial position of the Authority in accordance with accounting principles generally accepted in the United States of America. As the Authority is a governmental entity, the preparation of its financial statements is governed by the pronouncements of the Governmental Accounting Standards Board (GASB).

The Authority as a proprietary enterprise is accounted for on a flow of economic resources measurement focus using the accrual basis of accounting. Measurement focus refers to what is being measured; basis of accounting refers to when revenues and expenditures are recognized in the accounts and reported in the financial statements.

The Authority distinguishes *operating* revenues and expenses from *nonoperating* items. Operating revenues and expenses generally result from providing services and producing deliverable goods in connection with the Authority's principal ongoing operations. Operating expenses for the Authority include the cost of sales and services and administrative expenses. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

Statement of Net Position – The statement of net position is designed to display the financial position of the Authority. The Authority's fund equity is reported as net position, which is the excess of all of the agency's assets over all of its liabilities. Net position is divided into three captions under GASB Statement 34. As of September 30, 2023 and 2022, the Authority reported the following classifications of net position:

Unrestricted describes the portion of Net Position which is not restricted to use.

Statement of Revenues, Expenses, and Changes in Net Position – The statement of revenues, expenses, and changes in net position is the operating statement for proprietary funds. Revenues are reported by major source. This statement distinguishes between operating and nonoperating revenues and expenses and presents a separate subtotal for operating revenues, operating expenses, and operating income.

**UPPER MOKELUMNE RIVER WATERSHED AUTHORITY
NOTES TO BASIC FINANCIAL STATEMENTS
FOR THE YEARS ENDED SEPTEMBER 30, 2023 AND 2022**

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

C. Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

D. Cash and Cash Equivalents

The Authority considers all highly liquid investments with original maturities of three months or less when purchased to be cash equivalents.

E. Fair Value Measurements

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The Authority categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The fair value hierarchy categorizes the inputs to valuation techniques used to measure fair value into three levels based on the extent to which inputs used in measuring fair value are observable in the market.

Level 1 inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities.

Level 2 inputs are inputs – other than quoted prices included within level 1 – that are observable for an asset or liability, either directly or indirectly.

Level 3 inputs are unobservable inputs for an asset or liability.

If the fair value of an asset or liability is measured using inputs from more than one level of the fair value hierarchy, the measurement is considered to be based on the lowest priority level input that is significant to the entire measurement.

NOTE 2 - CASH AND INVESTMENTS

A. Composition

The Authority's cash and cash equivalents consisted of the following at September 30:

	<u>2023</u>	<u>2022</u>
Demand deposits with banks	\$ 455,607	\$ 721,523
Local Agency Investment Fund	65,632	64,126
Total cash and cash equivalents	<u>\$ 521,239</u>	<u>\$ 785,649</u>

B. Collateralization of Cash and Cash Equivalents

California Law requires banks and savings and loan institutions to pledge government securities with a market value of 110% of the Authority's cash on deposit or first trust deed mortgage notes with a value of 150% of the Authority's cash on deposit as collateral for these deposits. Under California Law this collateral is held in an investment pool by an independent financial institution in the Authority's name and places the Authority ahead of general creditors of the institution pledging the collateral. The Authority has waived collateral requirements for the portion of deposits covered by federal deposit insurance.

**UPPER MOKELUMNE RIVER WATERSHED AUTHORITY
NOTES TO BASIC FINANCIAL STATEMENTS
FOR THE YEARS ENDED SEPTEMBER 30, 2023 AND 2022**

NOTE 2 - CASH AND INVESTMENTS (CONTINUED)

C. Credit Risk

Credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. As an investment pool, the Local Agency Investment Fund was not rated as of September 30, 2023 and 2022.

D. Fair Value Hierarchy

The Authority categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure fair value of the assets. Level 1 inputs are quoted prices in an active market for identical assets; Level 2 inputs are significant other observable inputs; and Level 3 inputs are significant unobservable inputs. The California Local Agency Investment Fund is exempt from the classification for fair value hierarchy.

E. Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Normally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. The Authority generally manages its interest rate risk by holding investments to maturity. The Authority's only investment is in the California Local Agency Investment Fund which has a maturity of less than twelve months.

F. Local Agency Investment Fund (LAIF)

The Authority is a participant in the Local Agency Investment Fund (LAIF), which is regulated by California Government Code §16429 under the oversight of the Treasurer of the State of California. The value of the pool shares in LAIF is determined on an amortized cost basis, which is different from the fair value of its position in the pool. The Authority's investments with LAIF at September 30, 2023 and 2022 included a portion of the pool funds invested in Structured Notes and Asset-Backed Securities. These investments included the following:

- Structured Notes are debt securities (other than asset-backed securities) whose cash-flow characteristics (coupon rate, redemption amount, or stated maturity) depend upon one or more indices and/or that have embedded forwards or options.
- Asset-Backed Securities, the bulk of which are mortgage-backed securities, entitle their purchasers to receive a share of the cash flows from a pool of assets, such as principal and interest repayments from a pool of mortgages (such as Collateralized Mortgage Obligations) or credit card receivables.

At September 30, 2023 and 2022, the Authority had investments of \$65,632 and \$64,126, respectively, invested in LAIF, which had invested 2.18% and 2.43% of the pooled investment funds in Structured Notes and Asset-Backed Securities.

NOTE 3 – RELATED PARTY TRANSACTION

Two of the Authority's members directly support the Authority's activities. Amador County provides legal services to the Authority with Amador County Counsel serving as Authority Counsel. EBMUD provides professional and administrative support services with staff serving as Treasurer and Authority Secretary. In addition, EBMUD provides certain treasury management and accounting services including all cash transactions and providing for the annual audit. According to the agreement, most of the services provided by members are considered contributions and should not be billed to the Authority.

**UPPER MOKELUMNE RIVER WATERSHED AUTHORITY
NOTES TO BASIC FINANCIAL STATEMENTS
FOR THE YEARS ENDED SEPTEMBER 30, 2023 AND 2022**

NOTE 4 – RISK MANAGEMENT

The Authority's operations currently consist solely of consulting and education activities and related administrative governance over those activities. All professional services contracts require consultants to have specified comprehensive general liability, workers' compensation, and professional liability insurance. Members who provide services for the Authority are responsible for managing their own risk, including their insurance.

NOTE 5 – SIGNIFICANT COMMITMENTS

The Authority awarded a fuel treatment contract for Forest Projects Plan projects, with a treatment contractor named BurnBot, in the amount of \$3,672,000, on August 23, 2023. As of September 30, 2023, there were no payments made towards this contract.

NOTE 6 – SUBSEQUENT EVENTS

The Authority approved a loan and services agreement on January 26, 2024 with Blue Forest in the amount of \$4,000,000, towards funding the Forest Projects Plan in between expenses and receipt of grant funds.

The Authority evaluated subsequent events for recognition and disclosure through March 28, 2024, the date on which these financial statements were available to be issued. Management concluded that no material subsequent events, other than what is previously noted above, have occurred since September 30, 2023, that required recognition or disclosure in these financial statements.



INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL
OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE
WITH GOVERNMENT AUDITING STANDARDS

To the Board of Directors
Upper Mokelumne River Watershed Authority
Oakland, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Upper Mokelumne River Watershed Authority (the "Authority"), as of and for the years ended September 30, 2023 and 2022, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements, and have issued our report thereon dated March 28, 2024.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Authority's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements, on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Authority's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.



To the Board of Directors
Upper Mokelumne River Watershed Authority
Oakland, California

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Authority's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Lance, Soll & Loughard, LLP

Sacramento, California
March 28, 2024