



**December 12, 2023
11641 Blocker Drive
Auburn, CA 95603
(second floor conference room)**

**The public may attend the meeting at the address listed above or remotely
via the information provided below:**

Join Zoom Meeting

<https://us02web.zoom.us/j/82713006576?pwd=Yi9DTjM2cCsyWGdNb3d4c1pudWRaZz09>

Dial in option:

1 (669) 444-9171

Meeting ID: 827 1300 6576

Passcode: 868815

**Special Board Meeting
4:00pm**

- 1) CALL TO ORDER
- 2) MEMBERS & GUESTS PRESENT
- 3) APPROVE THE AGENDA
- 4) PUBLIC COMMENT

This time is provided so that persons may speak to the Board on any item not on this agenda. Public comments are limited to 5 minutes. The Board cannot act on items not included on this agenda.

- 5) APPROVAL OF PREVIOUS MINUTES

- Regular Board Meeting- October 24, 2023
- Special Board Meeting- November 8, 2023

The board will review and act to accept/deny previous meeting minutes listed

6) FINANCIAL REPORTS

- October 2023 Financial Report

The board will be given an update by the Administration and Finance Manager on recent financial management activities and will review and may act to accept/deny the Financial Reports listed above.

7) BUSINESS:

New Business:

- a. Resolution 23-08, Prescribed Burning on Private Lands
The board may act to adopt Resolution 23-08 07 to enter into an agreement with the State of California to carry out the “Prescribed Burning on Private Lands” project
- b. Resolution 23-09, Placer County Chipper Program
The board may act to adopt Resolution 23-09 to enter into an agreement with the State of California to carry out the “Placer County Chipper Program” project
- c. Surplus Goods Disposal
The board may act to approve the disposal of surplus goods
- d. Cost of Living Increase (COLA)
The board will discuss and may act to approve up to a 3% cost of living increase for District staff for calendar year 2024
- e. Request for Proposal (RFP) – North Fork American River Shaded Fuel Break Phase II, Priority 1
The board will review and may act to approve North Fork American River Shaded Fuel Break Phase II, Priority 1 RFP

- 8) **CLOSED SESSION:** Pursuant to the cited authority (all references are to the Government Code), the Board of Directors will hold a closed session to discuss the following listed item. A report of any action taken will be presented prior to adjournment.

GOVERNMENT CODE §54956.9 – CONFERENCE WITH LEGAL COUNSEL

1. Existing Litigation (Government Code §54956.9(d)(1)):
 - (a) El Dorado County, et al. v. PG&E Corporation, a California Corporation, et al.
San Francisco County Superior Court Case No: CGC-23-604087

- 9) DIRECTORS REPORTS/COMMENTS
- 10) FUTURE AGENDA ITEMS
- 11) ADJOURNMENT

**PLACER COUNTY RESOURCE CONSERVATION DISTRICT
MINUTES OF THE BOARD OF DIRECTORS
REGULAR MEETING
OCTOBER 24, 2023**

CALL TO ORDER

The regular meeting of the Placer County Resource Conservation District (District /RCD) Board was called to order by RCD Board Chair Claudia Smith, at 4:00 pm in the 2nd floor conference room at 11641 Blocker Drive in Auburn, CA.

MEMBERS AND OTHERS PRESENT

Directors Present: Claudia Smith
Stephen (Steve) Jones
Jonathan (Jon) Jue
Kristin Lantz
Cathy Johnson

Directors Absent: Thomas (Tom) Wehri
Patricia (Patti) Beard

Others Present: Sarah Jones, RCD Executive Director
Donna Thomassen, RCD Employee
Kate Espinola, RCD Employee
Chris Robbins, NRCS District Conservationist

APPROVAL OF AGENDA

Jon Jue moved to approve the amended agenda. Steve Jones seconded, and the motion passed unanimously. Correction on item e) should read Staff and Board.

PUBLIC COMMENT

No public comment was given.

MEETING MINUTES

Cathy Johnson moved to approve the amended meeting minutes for the Regular Board meeting held on September 26, 2023. Jon Jue seconded, and the motion passed with 4 ayes and 1 abstained. Correction on spelling of Jon Jue's last name in item c).

FINANCIAL REPORTS

Donna Thomassen presented the financial reports for September 2023. It was disclosed the monthly reports are subject to change due to first quarter invoicing and any adjusting journal entries that may affect the period of reporting. Kristin Lantz moved to accept the financial reports as presented. Jon Jue seconded, and the motion passed unanimously.

AGENCY REPORT

Chris Robbins, District Conservationist for the NRCS Auburn Office gave his report. The Forestry Agreement with CARCD is being finalized with more funding for landowner assistance. The local working group meeting went well using a different format. NRCS funding has doubled through the Inflation Reduction Act and Climate Smart activities, a new special funding, i.e. covered crops. ACT Now is a new funding format for the Inflation Reduction Act and Climate Smart Programs. This format will speed up the application process. RCPP 2.0 is still being processed.

BUSINESS

New Business:

a) Employee Acknowledgements

The board recognized Sarah Jones for 4 years, Andrew Justus-Fritz for 3 years, Jason Graydon for 3 years of employment. Discussion Only.

b) Executive Director Performance Evaluation

Claudia Smith presented the Executive Director's performance evaluation. Kristin Lantz moved to approve a 5% merit increase for the Executive Director. Cathy Johnson seconded, and the motion passed unanimously.

c) Designation of Authority to Enter into Lease Negotiations

Cathy Johnson moved to give the Executive Director authority to negotiate a lease for the new chipper program location. Steve Jones seconded, and the motion passed unanimously.

d) CARCD Representative for the 2023 Annual Conference Business Meeting

Kristin Lantz nominated Tom Wehri for the district's representative for the CARCD 2023 Annual Conference Business Meeting, Claudia Smith will be Tom's back up. Jon Jue seconded, and the nomination passed unanimously.

e) Community Service

Kristin Lantz moved to approve, providing opportunities and to encourage staff and board to participate in community service days. Jon Jue seconded, and the motion passed unanimously.

f) Strategic Direction Review

Sarah Jones presented an update on the 2022-2027 strategic direction goals and objectives. Discussion Only.

Old Business:

g) Amended ad restated bylaws of the Placer County Resource Conservation District

Kristin Lantz moved to amend article 2.5 of the Board's bylaws requiring a minimum of 80% of meetings attended within the previous 12 months. Steve Jones seconded, and the motion passed unanimously.

DIRECTORS COMMENTS

Claudia Smith mentioned the regular November and December meetings will be combined, Special Meeting is Scheduled December 12, 2023 at 4:00 pm. The board will have a special meeting to approve the Chipper lease agreement. Claudia also mentioned all trainings have been completed. The district has received a Grand Jury request regarding Ethics training Compliance.

FUTURE AGENDA ITEMS

Future agenda items include Strategic Plan comments and Chipper Lease.

ADJOURNMENT

The regular meeting was adjourned at 5:10 pm. Kristin Lantz moved to adjourn the regular meeting. Jon Jue seconded, and the motion passed unanimously. The next special meeting is scheduled for December 12, 2023, from 4:00 pm to 6:00 pm in the upstairs conference room at 11641 Blocker Drive, Auburn.

**PLACER COUNTY RESOURCE CONSERVATION DISTRICT
MINUTES OF THE BOARD OF DIRECTORS
SPECIAL MEETING
NOVEMBER 8, 2023**

CALL TO ORDER

The special meeting of the Placer County Resource Conservation District (District /RCD) Board was called to order by RCD Board Chair Claudia Smith, at 4:00 pm in the conference room at 11641 Blocker Drive, Ste 120 in Auburn, CA.

MEMBERS AND OTHERS PRESENT

Directors Present: Claudia Smith
Stephen (Steve) Jones
Patricia (Patti) Beard
Thomas (Tom) Wehri

Directors Absent: Jonathan (Jon) Jue
Kristin Lantz
Cathy Johnson

Others Present: Sarah Jones, RCD Executive Director
Donna Thomassen, RCD Employee

APPROVAL OF AGENDA

Kristin Lantz moved to approve the agenda. Steve Jones seconded, and the motion passed unanimously.

PUBLIC COMMENT

No public comment was given.

BUSINESS

New Business:

a) Resolution 23-07, Unit Support Services 2

Kristin Lantz moved to approve Resolution 23-07 to enter into an agreement with the State of California to carry out the "Unit Support Services 2" project. Tom Wehri seconded and the motion passed unanimously.

Entered Closed Session at 4:03 pm.

CLOSED SESSION

- a. *GOVERNMENT CODE SECTIONS 54956.8 and 54954.5
CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Property: 11860 Kemper Road, Unit #9, Auburn, CA 95603
Agency negotiator: Sarah Jones, Donna Thomassen- Placer County Resource
Conservation District
Negotiating parties: Mike Fleming
Under negotiation: Lease terms*

Closed Session ended at 4:17 pm

- a) Report Out: Board voted to enter into property lease agreement for 11860 Kemper Road, Unit 9.

DIRECTORS COMMENTS

Tom Wehri reported the SCRMC audit is complete. Next steps are the SCRMC board needs to meet to vote and approve the dissolution of the JPA.

Dale Pierce is willing to be the CARCD Central Sierra Region Chair.

No regular meetings in November or December, a special meeting has been scheduled for December 12, 2023.

FUTURE AGENDA ITEMS

Future agenda items, none reported.

ADJOURNMENT

The special meeting was adjourned at 4:23 pm. Tom Wehri moved to adjourn the special meeting. Kristin Lantz seconded, and the motion passed unanimously. The next Special meeting is scheduled for December 12, 2023, from 4:00 pm to 6:00 pm in the upstairs conference room at 11641 Blocker Drive, Auburn.

Placer Resource Conservation District

Balance Sheet

As of October 31, 2023

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
1050 Placer County Checking	576,233.43
1060b Mechanics Bank	15,999.47
1065 OPEB-PARS	202,966.20
Total Bank Accounts	\$795,199.10
Accounts Receivable	
1110 Accounts Receivable	843,019.71
Total Accounts Receivable	\$843,019.71
Other Current Assets	
1200 Prepaid Expenses	5,000.00
1203 Prepaid Rent	110.00
Total 1200 Prepaid Expenses	5,110.00
1300 Security Deposit	4,076.80
Undeposited Funds	39,829.48
Total Other Current Assets	\$49,016.28
Total Current Assets	\$1,687,235.09
Fixed Assets	
1625 Machinery and Equipment	
1626 Machinery & Equipment - Original Cost	586,833.99
1627 Machinery & Equipment - Depreciation	-199,361.00
Total 1625 Machinery and Equipment	387,472.99
Total Fixed Assets	\$387,472.99
Other Assets	
1150 Grant Retention	443.68
Total Other Assets	\$443.68
TOTAL ASSETS	\$2,075,151.76

Placer Resource Conservation District

Balance Sheet

As of October 31, 2023

	TOTAL
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2010 Accounts Payable	152,330.06
Total Accounts Payable	\$152,330.06
Credit Cards	
2015 Mechanics Bank Credit Card (7708)	8,094.65
Total Credit Cards	\$8,094.65
Other Current Liabilities	
2100 Other Post-Employment Benefits	250,461.00
2215 Accrued Leaves Payable	52,767.37
2250 Unearned Revenues	
2256 Unearned Revenue - CALFire NF Phase II 5GA20108	331,161.34
2261 Unearned Revenue - CALFire Special Projects	3,828.89
2265 Unearned Revenue Forestry Mentorship Program	3,762.27
2270 Unearned Revenue NACD	14,984.75
2280 Due to Placer Sierra Fire Safe Council	19,343.59
Total 2250 Unearned Revenues	373,080.84
Total Other Current Liabilities	\$676,309.21
Total Current Liabilities	\$836,733.92
Total Liabilities	\$836,733.92
Equity	
3200 Net Assets	1,419,424.56
3500 Assigned Funds	355,000.00
Net Income	-536,006.72
Total Equity	\$1,238,417.84
TOTAL LIABILITIES AND EQUITY	\$2,075,151.76

Placer Resource Conservation District

A/R Aging Detail

As of October 31, 2023

Date	Transaction Type	Num	Donor	Department	Due Date	Amount	Open Balance	Paid as of 12/1/2023
91 or more days past due								
04/26/2023	Invoice	23-481	Susan Elliott	30 - Board Designated Funds:Chipper Cost Share	05/26/2023	80.00	80.00	
05/03/2023	Invoice	23-496	Cora Cooper	30 - Board Designated Funds:Chipper Cost Share	06/02/2023	80.00	80.00	paid
06/27/2023	Invoice	23-695	Lief Lowery	30 - Board Designated Funds:Chipper Cost Share	06/27/2023	120.00	120.00	
06/30/2023	Invoice	23-894	California Department of Forestry & Fire	40- Temporarily Restricted Funds:#5GA21116 Storm Impacts	06/30/2023	356.10	356.10	paid
06/30/2023	Invoice	23-907	Placer County Parks and Open Spaces	40- Temporarily Restricted Funds:PC - Parks Agreement	06/30/2023	1,011.31	1,011.31	paid
06/30/2023	Invoice	23-902	NRCS	40- Temporarily Restricted Funds:NRCS Landowner Tech. Assistance	06/30/2023	21,139.93	21,139.93	paid
06/30/2023	Invoice	23-899	California Department of Forestry & Fire	40- Temporarily Restricted Funds:#5GA21146 Mosquito Fire Tree Mortality Project	06/30/2023	427,303.50	300,461.98	
Total for 91 or more days past due						\$ 450,090.84	\$ 323,249.32	
61 - 90 days past due								
07/06/2023	Invoice	23-747	Laurel Elkus	30 - Board Designated Funds:Chipper Cost Share	08/05/2023	80.00	80.00	
08/01/2023	Invoice	23-836	Deborah Spingola	30 - Board Designated Funds:Chipper Cost Share	08/31/2023	80.00	80.00	
Total for 61 - 90 days past due						\$ 160.00	\$ 160.00	
31 - 60 days past due								
09/07/2023	Credit Memo	23-982	Jackie Sterk	30 - Board Designated Funds:Chipper Cost Share	09/07/2023	-80.00	-80.00	credit
09/08/2023	Invoice	23-1067	COCO, Inc.	40- Temporarily Restricted Funds:COCO AMI	09/08/2023	1,749.21	1,749.21	paid
08/14/2023	Invoice	23-875	Mark Smith	30 - Board Designated Funds:Chipper Cost Share	09/13/2023	120.00	120.00	
09/30/2023	Journal Entry	CFM1PYINV #4 ADJ 10.17	California Department of Forestry & Fire	40- Temporarily Restricted Funds:#5GA21146 Mosquito Fire Tree Mortality Project	09/30/2023	-159.61	-159.61	
09/30/2023	Invoice	24-1166	CA Dept of Food and Agriculture	40- Temporarily Restricted Funds:Healthy Soil Program TA	09/30/2023	2,639.11	2,639.11	
09/30/2023	Invoice	24-1163	Placer County Water Agency - Donor	40- Temporarily Restricted Funds:PCWA - Tank Rebate	09/30/2023	2,774.40	2,774.40	paid
09/30/2023	Invoice	24-1164	CA Association of Resource Conservation Districts	40- Temporarily Restricted Funds:WCB Pollinator Habitat	09/30/2023	3,855.34	3,855.34	
09/30/2023	Invoice	24-1220	California Department of Forestry & Fire	40- Temporarily Restricted Funds:#8GA21900 Forestry Newsletter, Website & Committee	09/30/2023	5,311.05	5,311.05	
09/30/2023	Invoice	24-1157	California Department of Forestry & Fire	40- Temporarily Restricted Funds:#8GA21018 Forestry Mentorship Program	09/30/2023	7,999.51	7,999.51	paid
09/30/2023	Invoice	24-1160	California Department of Forestry & Fire	40- Temporarily Restricted Funds:5GA21153 Calfire Support Services	09/30/2023	8,348.07	8,348.07	
09/30/2023	Invoice	24-1165	NRCS	40- Temporarily Restricted Funds:NRCS Landowner Tech. Assistance	09/30/2023	17,045.77	17,045.77	paid
09/30/2023	Invoice	24-1158	California Department of Forestry & Fire	40- Temporarily Restricted Funds:#8GA21903 PCCF Block Grant	09/30/2023	17,668.06	17,668.06	paid
09/30/2023	Invoice	24-1156	California Department of Forestry & Fire	40- Temporarily Restricted Funds:#8GG19100 Calfire-Prescribed Burning	09/30/2023	18,002.16	18,002.16	
09/30/2023	Invoice	24-1154	Placer County CEO	40- Temporarily Restricted Funds:PC - Probation Chipper Program	09/30/2023	35,336.21	35,336.21	paid
09/30/2023	Invoice	24-1161	California Department of Forestry & Fire	40- Temporarily Restricted Funds:#8GG22608 - Mosquito Fire 3	09/30/2023	52,079.37	52,079.37	
09/30/2023	Invoice	24-1155	California Department of Forestry & Fire	40- Temporarily Restricted Funds:#5GG19134 Placer County Chipper Program	09/30/2023	64,699.40	64,699.40	
09/30/2023	Invoice	24-1162	California Department of Forestry & Fire	40- Temporarily Restricted Funds:#5GA21147 North Fork Phase 1B	09/30/2023	213,511.83	213,511.83	
09/30/2023	Invoice	24-1246	California Department of Forestry & Fire	40- Temporarily Restricted Funds:#8CA05240 Sac HQ Agreement	09/30/2023	4,585.25	4,585.25	paid
Total for 31 - 60 days past due						\$ 455,485.13	\$ 455,485.13	
1 - 30 days past due								
09/13/2023	Invoice	23-1016	John Phan	30 - Board Designated Funds:Chipper Cost Share	10/13/2023	80.00	80.00	paid

	10/19/2023	Journal Entry	TR04 Sale 10.19.23	Public Surplus		10/19/2023	17,460.00	17,460.00			
	09/28/2023	Invoice	23-1058	James Hartway	30 - Board Designated Funds:Chipper Cost Share	10/28/2023	80.00	80.00	paid		
	10/30/2023	Invoice	23-1153	Placer Sierra Fire Safe Council	40- Temporarily Restricted Funds:Placer Sierra Fire Safe Council	10/30/2023	2,500.00	2,500.00	paid		
Total for 1 - 30 days past due								\$ 20,120.00	\$ 20,120.00		
Current											
	10/31/2023	Invoice	24-1167	Brandi Calderon	10 - Operations:Fund #541 Subfund #570	10/31/2023	263.63	263.63	paid		
	10/03/2023	Invoice	23-1072	Josh Bramble	30 - Board Designated Funds:Chipper Cost Share	11/02/2023	80.00	80.00			
	10/05/2023	Invoice	23-1081	Iori wolfe	30 - Board Designated Funds:Chipper Cost Share	11/04/2023	80.00	80.00	paid		
	10/05/2023	Invoice	23-1087	Joe Sloan	30 - Board Designated Funds:Chipper Cost Share	11/04/2023	80.00	80.00	paid		
	10/10/2023	Invoice	23-1089	Jackie Hoyt	30 - Board Designated Funds:Chipper Cost Share	11/09/2023	80.00	80.00	paid		
	10/10/2023	Invoice	23-1090	Kristina Svensk	30 - Board Designated Funds:Chipper Cost Share	11/09/2023	80.00	80.00	paid		
	10/10/2023	Invoice	23-1091	Kim Dietz	30 - Board Designated Funds:Chipper Cost Share	11/09/2023	80.00	80.00	paid		
	10/11/2023	Invoice	23-1092	Abbas Mehdi	30 - Board Designated Funds:Chipper Cost Share	11/10/2023	80.00	80.00	paid		
	10/11/2023	Invoice	23-1098	GENE MAPA	30 - Board Designated Funds:Chipper Cost Share	11/10/2023	80.00	80.00	paid		
	10/11/2023	Invoice	23-1101	Dick Jennings	30 - Board Designated Funds:Chipper Cost Share	11/10/2023	80.00	80.00	paid		
	10/12/2023	Invoice	23-1106	Chris Kasso	30 - Board Designated Funds:Chipper Cost Share	11/11/2023	80.00	80.00	paid		
	10/12/2023	Invoice	23-1107	Robert Cox	30 - Board Designated Funds:Chipper Cost Share	11/11/2023	80.00	80.00	paid		
	10/16/2023	Invoice	23-1114	Doug Selby	30 - Board Designated Funds:Chipper Cost Share	11/15/2023	80.00	80.00	paid		
	10/16/2023	Invoice	23-1115	Greg DeRenne	30 - Board Designated Funds:Chipper Cost Share	11/15/2023	80.00	80.00	paid		
	10/16/2023	Invoice	23-1117	Jesse England	30 - Board Designated Funds:Chipper Cost Share	11/15/2023	80.00	80.00			
	10/19/2023	Invoice	23-1124	Dirk de Valk	30 - Board Designated Funds:Chipper Cost Share	11/18/2023	80.00	80.00	paid		
	10/19/2023	Invoice	23-1125	Laurie Linsley	30 - Board Designated Funds:Chipper Cost Share	11/18/2023	80.00	80.00	paid		
	10/19/2023	Invoice	23-1128	Netti Johnston	30 - Board Designated Funds:Chipper Cost Share	11/18/2023	440.00	440.00	paid		
	09/30/2023	Invoice	24-1213	California Department of Forestry & Fire	40- Temporarily Restricted Funds:#5GA21148 - Mosquito Fire 2	11/20/2023	1,783.27	1,783.27			
	09/30/2023	Invoice	24-1214	California Department of Forestry & Fire	40- Temporarily Restricted Funds:#5GA21146 Mosquito Fire Tree Mortality Project	11/20/2023	39,344.96	39,344.96			
	10/23/2023	Invoice	23-1134	Shirley Petersen	30 - Board Designated Funds:Chipper Cost Share	11/22/2023	80.00	80.00	paid		
	10/23/2023	Invoice	23-1135	Andrea Wild	30 - Board Designated Funds:Chipper Cost Share	11/22/2023	80.00	80.00	paid		
	10/24/2023	Invoice	23-1137	Mike Phillips	30 - Board Designated Funds:Chipper Cost Share	11/23/2023	80.00	80.00	paid		
	10/25/2023	Invoice	23-1143	Richard Caspers-Ross	30 - Board Designated Funds:Chipper Cost Share	11/24/2023	80.00	80.00	paid		
	10/25/2023	Invoice	23-1144	Virginia Davies	30 - Board Designated Funds:Chipper Cost Share	11/24/2023	80.00	80.00	paid		
	10/25/2023	Invoice	23-1145	Susan Winje	30 - Board Designated Funds:Chipper Cost Share	11/24/2023	80.00	80.00	paid		
	10/26/2023	Invoice	23-1146	Steve Schnoebelen	30 - Board Designated Funds:Chipper Cost Share	11/25/2023	80.00	80.00	paid		
	10/26/2023	Invoice	23-1147	Thomas Campbell	30 - Board Designated Funds:Chipper Cost Share	11/25/2023	80.00	80.00	paid		
	10/26/2023	Invoice	23-1148	August Catalano	30 - Board Designated Funds:Chipper Cost Share	11/25/2023	80.00	80.00	paid		
	10/26/2023	Invoice	23-1149	Mariana de la Fuente	30 - Board Designated Funds:Chipper Cost Share	11/25/2023	80.00	80.00	paid		
	10/30/2023	Invoice	23-1152	Placer County Farm Bureau-Donor	10 - Operations:Fund #541 Subfund #570	11/29/2023	93.40	93.40	paid		
Total for Current								\$ 44,005.26	\$ 44,005.26		\$ 115,122.78 Total Paid
TOTAL								\$ 969,861.23	\$ 843,019.71		\$ 727,896.93 A/R 12-4-23
Friday, Dec 01, 2023 03:13:23 PM GMT-8											

Placer Resource Conservation District

Profit & Loss: Budget vs Actual FY24 to October 31, 2023

July - October, 2023

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Income				
4 CONTRIBUTED SUPPORT				
4010 Federal Grants/Contracts	15,496.15	237,000.00	-221,503.85	6.54 %
4020 State Grants	400,444.79	4,131,319.27	-3,730,874.48	9.69 %
4050 Foundation/Trust Grants	14,649.22	47,882.36	-33,233.14	30.59 %
4080 Chipping Service Contributions	28,230.00	80,000.00	-51,770.00	35.29 %
Total 4 CONTRIBUTED SUPPORT	458,820.16	4,496,201.63	-4,037,381.47	10.20 %
5 EARNED REVENUES				
5005 Property Tax Revenues	9,157.58	516,566.41	-507,408.83	1.77 %
5020 State Contracts/Fees	4,093.97	5,593.94	-1,499.97	73.19 %
5021 County Contracts/Fees	31,550.19	355,885.00	-324,334.81	8.87 %
5035 Special District - Income	5,851.79	71,704.88	-65,853.09	8.16 %
5050 Administrative Fees (Indirect Cost)	51,394.03	549,881.20	-498,487.17	9.35 %
5070 Interest Income - Operations	2,574.18	2,000.00	574.18	128.71 %
5200 Surplus Equipment Revenue	29,548.50	10,148.50	19,400.00	291.16 %
5300 Prior Year Revenue	3,321.49		3,321.49	
Total 5 EARNED REVENUES	137,491.73	1,511,779.93	-1,374,288.20	9.09 %
Uncategorized Income	240.00		240.00	
Total Income	\$596,551.89	\$6,007,981.56	\$ -5,411,429.67	9.93 %
GROSS PROFIT	\$596,551.89	\$6,007,981.56	\$ -5,411,429.67	9.93 %
Expenses				
6 EXPENSES				
6010 Accounting, Bookkeeping & Audit	3,250.00	19,000.00	-15,750.00	17.11 %
6020 Bank Charges & C/C Fees	764.29	999.00	-234.71	76.51 %
6140 Contractual Services				
6141 Grants/Agreements/Projects	441,449.01	3,534,770.32	-3,093,321.31	12.49 %
6143 Operations	7,248.01	17,960.00	-10,711.99	40.36 %
Total 6140 Contractual Services	448,697.02	3,552,730.32	-3,104,033.30	12.63 %
6148 Copier Lease	386.10	1,544.40	-1,158.30	25.00 %
6155 Subscriptions	11,173.55	24,119.32	-12,945.77	46.33 %
6160 Education & Training Fees	5,620.39	57,375.00	-51,754.61	9.80 %
6165 Equipment				
6166 Equipment Approved by Grantor	50,111.66	60,000.00	-9,888.34	83.52 %
6167 Office Equipment	226.09		226.09	
6168 Equipment for Shop > \$500	5,485.65	12,000.00	-6,514.35	45.71 %
Total 6165 Equipment	55,823.40	72,000.00	-16,176.60	77.53 %
6181 Insurance Liability	36,597.23	33,659.05	2,938.18	108.73 %
6183 Insurance-Health Retirees	12,659.40	34,200.00	-21,540.60	37.02 %
6184 Insurance - Health Active	90,582.31	233,230.00	-142,647.69	38.84 %
6185 Insurance - Workmen's Compensation	25,035.37	40,020.00	-14,984.63	62.56 %
6192 LAFCO Fees		2,695.24	-2,695.24	
6195 Legal Fees	1,938.75	20,000.00	-18,061.25	9.69 %

Placer Resource Conservation District

Profit & Loss: Budget vs Actual FY24 to October 31, 2023

July - October, 2023

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
6215 Materials & Supplies	210.21		210.21	
6216 Field Supplies	152.08		152.08	
6217 Fuel	6,419.40	35,000.00	-28,580.60	18.34 %
6218 Grants/Agreements/Programs	3,447.29	82,905.00	-79,457.71	4.16 %
6219 Office Supplies	1,416.59	22,500.00	-21,083.41	6.30 %
6220 Shop Supplies & Equipment < \$500	122.83	6,000.00	-5,877.17	2.05 %
6221 Uniforms/Safety	675.11	4,000.00	-3,324.89	16.88 %
Total 6215 Materials & Supplies	12,443.51	150,405.00	-137,961.49	8.27 %
6235 Meals and Entertainment	697.72	5,500.00	-4,802.28	12.69 %
6240 Membership Dues	7,232.00	8,885.00	-1,653.00	81.40 %
6290 Other Grant/Program Costs	13,144.73	42,571.00	-29,426.27	30.88 %
6320 Postage & Mail Delivery	81.16	500.00	-418.84	16.23 %
6330 Printing & Copying	2,868.94	3,200.00	-331.06	89.65 %
6335 Property Tax Admin		8,433.05	-8,433.05	
6338 Rent Expense	28,854.00	59,549.60	-30,695.60	48.45 %
6340 Repair & Maintenance	2,226.38	14,000.00	-11,773.62	15.90 %
6341 Utilities				
6342 PG&E	2,031.85	18,560.00	-16,528.15	10.95 %
6343 Phone/Internet	3,923.30	13,600.00	-9,676.70	28.85 %
6344 Trash Service	547.32	1,600.00	-1,052.68	34.21 %
Total 6341 Utilities	6,502.47	33,760.00	-27,257.53	19.26 %
6345 Unfunded Retirement Plan Expenses	26,924.00	26,224.00	700.00	102.67 %
6350 Sponsorships		1,000.00	-1,000.00	
6600 Telephone (Cell) Stipends	1,510.00	6,960.00	-5,450.00	21.70 %
6830 Travel & Mileage	4,079.08	29,499.50	-25,420.42	13.83 %
Payroll Expenses				
6309 Payroll Admin Cost (County)		9,068.16	-9,068.16	
6310 Wages	262,749.32	1,173,791.61	-911,042.29	22.38 %
6312 PERS	23,777.74	103,296.00	-79,518.26	23.02 %
6313 Leave Wages; Holiday/Vacation/Sick/Comp	25,308.02	100,000.00	-74,691.98	25.31 %
6314 Accrued Leave Payout due to Separation		20,000.00	-20,000.00	
6315 Payroll Tax Expense	21,584.81	99,669.18	-78,084.37	21.66 %
6317 Professional Development Leave	58.48	50,000.00	-49,941.52	0.12 %
Total Payroll Expenses	333,478.37	1,555,824.95	-1,222,346.58	21.43 %
Total 6 EXPENSES	1,132,570.17	6,037,884.43	-4,905,314.26	18.76 %
Uncategorized Expense	-11.56		-11.56	
Total Expenses	\$1,132,558.61	\$6,037,884.43	\$ -4,905,325.82	18.76 %
NET OPERATING INCOME	\$ -536,006.72	\$ -29,902.87	\$ -506,103.85	1,792.49 %
NET INCOME	\$ -536,006.72	\$ -29,902.87	\$ -506,103.85	1,792.49 %

**Placer Resource Conservation District
Transaction Report**

October 2023

	Date	Transaction Type	Num	Name	Memo/Description	Amount	Balance
Placer County Checking							
	Beginning Balance						738,080.47
	10/06/2023	Journal Entry	Pay Period 07		RCD Payroll PP#07 for the period ending September 22, 2023	-50,281.75	687,798.72
	10/11/2023	Bill Payment (Check)	11274124	Kenneth Myatt		-15,000.00	672,798.72
	10/12/2023	Bill Payment (Check)	11274129	Reioux, Jerry		-102.53	672,696.19
	10/12/2023	Bill Payment (Check)	11274207	CARCD		-1,300.00	671,396.19
	10/12/2023	Bill Payment (Check)	11274210	Recology Auburn Placer		-136.32	671,259.87
	10/12/2023	Bill Payment (Check)	11274128	Espinola, Katie P.		-374.48	670,885.39
	10/12/2023	Bill Payment (Check)	11274130	NAPA Auto Parts		-494.47	670,390.92
	10/12/2023	Bill Payment (Check)	11274209	Gresham, Richard		-923.00	669,467.92
	10/12/2023	Bill Payment (Check)	11274216	White, Mark		-1,054.51	668,413.41
	10/12/2023	Bill Payment (Check)	11274214	Secure Record Storage Inc.		-55.00	668,358.41
	10/12/2023	Bill Payment (Check)	11274211	Red Mountain Resource LLC		-61,800.00	606,558.41
	10/12/2023	Bill Payment (Check)	11274375	North Shore Leasing, LLC		-128.70	606,429.71
	10/13/2023	Deposit				300.00	606,729.71
	10/13/2023	Deposit		San Mateo RCD		2,450.00	609,179.71
	10/13/2023	Deposit		California Department of Forestry & Fire		2,787.52	611,967.23
	10/13/2023	Deposit		Paul Shilling		80.00	612,047.23
	10/13/2023	Bill Payment (Check)	11274378	Donna Thomassen		-101.43	611,945.80
	10/13/2023	Bill Payment (Check)	11274371	Cordi Craig		-118.60	611,827.20
	10/13/2023	Bill Payment (Check)	11274377	Scott Stephenson		-225.32	611,601.88
	10/13/2023	Bill Payment (Check)	11274370	Chad Chaney		-329.99	611,271.89
	10/13/2023	Bill Payment (Check)	11274126	Lewis Campbell		-345.89	610,926.00
	10/13/2023	Bill Payment (Check)	11274374	Sarah Jones		-429.41	610,496.59
	10/13/2023	Bill Payment (Check)	11274127	Allison Erny		-455.35	610,041.24
	10/13/2023	Bill Payment (Check)	11274379	University Enterprises, Inc.		-531.00	609,510.24
	10/13/2023	Bill Payment (Check)	11274376	TeamLogic IT		-960.00	608,550.24
	10/13/2023	Bill Payment (Check)	11274372	Dario Davidson		-960.00	607,590.24
	10/13/2023	Bill Payment (Check)	11274215	Special District Risk Management Authority		-19,287.49	588,302.75
	10/13/2023	Deposit		California Department of Forestry & Fire		22,413.60	610,716.35
	10/13/2023	Deposit		California Department of Forestry & Fire		98,242.19	708,958.54
	10/13/2023	Deposit		California Department of Forestry & Fire		29,598.80	738,557.34
	10/16/2023	Deposit		Special District Risk Management Authority	and reported to SDRMA	133.00	738,690.34
	10/20/2023	Bill Payment (Check)	11275110	Demsey, Filliger & Associates		-3,250.00	735,440.34
	10/20/2023	Journal Entry	Pay Period 08		RCD Payroll PP#08 for the period ending October 6, 2023	-48,342.28	687,098.06
	10/26/2023	Bill Payment (Check)	11276072	Brownstein Hyatt Farber Scheck LLP		-5,112.14	681,985.92
	10/26/2023	Bill Payment (Check)	11276070	Auburn Creekside LLC		-4,076.80	677,909.12
	10/26/2023	Bill Payment (Check)	11276083	Special District Risk Management Authority		-3,032.30	674,876.82
	10/26/2023	Bill Payment (Check)	11276074	Commerce Printing		-2,868.94	672,007.88
	10/26/2023	Bill Payment (Check)	11276073	ParcelQuest CD Data		-2,399.00	669,608.88
	10/26/2023	Bill Payment (Check)	11276075	Valerie Elder		-1,774.48	667,834.40
	10/26/2023	Bill Payment (Check)	11276089	Yuba Forest Restoration		-13,625.00	654,209.40
	10/26/2023	Bill Payment (Check)	11276088	Willis, Michael		-73,363.50	580,845.90
	10/26/2023	Check	11276084	Elan Card Services, US Bank		-5,890.48	574,955.42
	10/26/2023	Bill Payment (Check)	11276078	Manzer, Terry		-1,650.00	573,305.42
	10/26/2023	Bill Payment (Check)	11276082	County of Placer Document Solutions		-1,374.91	571,930.51
	10/26/2023	Bill Payment (Check)	11276077	Maloney, Kathryn L.		-950.00	570,980.51
	10/26/2023	Bill Payment (Check)	11276087	White, Mark		-823.60	570,156.91
	10/26/2023	Bill Payment (Check)	11276080	NACD		-775.00	569,381.91

	10/26/2023	Bill Payment (Check)	11276086	Wave Broadband		-494.80	568,887.11
	10/26/2023	Bill Payment (Check)	11276081	Pacific Gas & Electric		-464.15	568,422.96
	10/26/2023	Bill Payment (Check)	11276079	Darca Morgan		-460.00	567,962.96
	10/26/2023	Bill Payment (Check)	11276085	Verizon Wireless		-368.06	567,594.90
	10/26/2023	Bill Payment (Check)	11276106	College of the Redwoods Forestry Club		-286.14	567,308.76
	10/26/2023	Bill Payment (Check)	11276071	Auburn Hardware & Rental, LLC		-8.98	567,299.78
	10/26/2023	Bill Payment (Check)	11276076	Morris Johnson		-200.00	567,099.78
	10/31/2023	Payment	CS113548	Public Surplus	Surplus sale of truck; funds rec'd through the county	9,133.65	576,233.43
Total for Placer County Checking						-\$ 161,847.04	
Mechanics Bank							
		Beginning Balance					31,762.28
	10/01/2023	Deposit		Jim Chang	System-recorded deposit for QuickBooks Payments	80.00	31,842.28
	10/01/2023	Deposit			System-recorded deposit for QuickBooks Payments	280.00	32,122.28
	10/01/2023	Expense		QuickBooks Payments	DiscountRateFee, fee-type: Daily.	-8.87	32,113.41
	10/01/2023	Expense		QuickBooks Payments	DiscountRateFee, fee-type: Daily.	-2.57	32,110.84
	10/03/2023	Expense		QuickBooks Payments	DiscountRateFee, fee-type: Daily.	-7.71	32,103.13
	10/03/2023	Deposit			System-recorded deposit for QuickBooks Payments	240.00	32,343.13
	10/04/2023	Deposit			System-recorded deposit for QuickBooks Payments	200.00	32,543.13
	10/04/2023	Expense		QuickBooks Payments	DiscountRateFee, fee-type: Daily.	-6.30	32,536.83
	10/05/2023	Deposit			System-recorded deposit for QuickBooks Payments	400.00	32,936.83
	10/05/2023	Expense		QuickBooks Payments	DiscountRateFee, fee-type: Daily.	-11.20	32,925.63
	10/06/2023	Deposit		William Whitaker	System-recorded deposit for QuickBooks Payments	80.00	33,005.63
	10/06/2023	Expense		QuickBooks Payments	DiscountRateFee, fee-type: Daily.	-2.24	33,003.39
	10/08/2023	Expense		QuickBooks Payments	DiscountRateFee, fee-type: Daily.	-6.72	32,996.67
	10/08/2023	Deposit			System-recorded deposit for QuickBooks Payments	240.00	33,236.67
	10/08/2023	Deposit		Bill Kish	System-recorded deposit for QuickBooks Payments	80.00	33,316.67
	10/08/2023	Expense		QuickBooks Payments	DiscountRateFee, fee-type: Daily.	-2.24	33,314.43
	10/09/2023	Deposit		kim white	System-recorded deposit for QuickBooks Payments	80.00	33,394.43
	10/09/2023	Expense		QuickBooks Payments	DiscountRateFee, fee-type: Daily.	-2.24	33,392.19
	10/10/2023	Deposit		Wallace Cable	System-recorded deposit for QuickBooks Payments	80.00	33,472.19
	10/10/2023	Expense		QuickBooks Payments	DiscountRateFee, fee-type: Daily.	-2.24	33,469.95
	10/11/2023	Deposit			System-recorded deposit for QuickBooks Payments	520.00	33,989.95
	10/11/2023	Expense		QuickBooks Payments	DiscountRateFee, fee-type: Daily.	-14.56	33,975.39
	10/12/2023	Deposit		Barbara Rask	System-recorded deposit for QuickBooks Payments	80.00	34,055.39
	10/12/2023	Expense		QuickBooks Payments	DiscountRateFee, fee-type: Daily.	-2.24	34,053.15
	10/13/2023	Deposit			System-recorded deposit for QuickBooks Payments	200.00	34,253.15
	10/13/2023	Expense		QuickBooks Payments	DiscountRateFee, fee-type: Daily.	-5.60	34,247.55
	10/15/2023	Deposit			System-recorded deposit for QuickBooks Payments	560.00	34,807.55
	10/15/2023	Expense		QuickBooks Payments	DiscountRateFee, fee-type: Daily.	-15.68	34,791.87
	10/17/2023	Deposit			System-recorded deposit for QuickBooks Payments	840.00	35,631.87
	10/17/2023	Expense		QuickBooks Payments	DiscountRateFee, fee-type: Daily.	-23.52	35,608.35
	10/18/2023	Deposit			System-recorded deposit for QuickBooks Payments	400.00	36,008.35
	10/18/2023	Expense		QuickBooks Payments	DiscountRateFee, fee-type: Daily.	-11.20	35,997.15
	10/19/2023	Deposit			System-recorded deposit for QuickBooks Payments	780.00	36,777.15
	10/19/2023	Expense		QuickBooks Payments	DiscountRateFee, fee-type: Daily.	-21.84	36,755.31
	10/20/2023	Deposit		Gene Stager	System-recorded deposit for QuickBooks Payments	80.00	36,835.31
	10/20/2023	Expense		QuickBooks Payments	DiscountRateFee, fee-type: Daily.	-2.24	36,833.07
	10/22/2023	Deposit		Phil Kleinheinz	System-recorded deposit for QuickBooks Payments	80.00	36,913.07
	10/22/2023	Expense		QuickBooks Payments	DiscountRateFee, fee-type: Daily.	-2.24	36,910.83
	10/23/2023	Deposit			System-recorded deposit for QuickBooks Payments	240.00	37,150.83
	10/23/2023	Expense		QuickBooks Payments	DiscountRateFee, fee-type: Daily.	-6.72	37,144.11
	10/24/2023	Deposit			System-recorded deposit for QuickBooks Payments	160.00	37,304.11
	10/24/2023	Expense		QuickBooks Payments	DiscountRateFee, fee-type: Daily.	-4.48	37,299.63
	10/25/2023	Check	1007	Placer County Treasury	signed by Donna Thomassen & Sarah Jones 10/25/23	-22,000.00	15,299.63
	10/25/2023	Expense		QuickBooks Payments	DiscountRateFee, fee-type: Daily.	-4.48	15,295.15

	10/25/2023	Deposit			System-recorded deposit for QuickBooks Payments	160.00	15,455.15
	10/26/2023	Deposit			System-recorded deposit for QuickBooks Payments	160.00	15,615.15
	10/26/2023	Expense		QuickBooks Payments	DiscountRateFee, fee-type: Daily.	-4.48	15,610.67
	10/27/2023	Deposit		Mike Gardner	System-recorded deposit for QuickBooks Payments	80.00	15,690.67
	10/27/2023	Expense		QuickBooks Payments	DiscountRateFee, fee-type: Daily.	-2.24	15,688.43
	10/29/2023	Deposit		Brian Higgins	System-recorded deposit for QuickBooks Payments	80.00	15,768.43
	10/29/2023	Expense		QuickBooks Payments	DiscountRateFee, fee-type: Daily.	-2.24	15,766.19
	10/30/2023	Deposit		Robin Hunsinger	System-recorded deposit for QuickBooks Payments	160.00	15,926.19
	10/30/2023	Expense		QuickBooks Payments	DiscountRateFee, fee-type: Daily.	-4.48	15,921.71
	10/31/2023	Deposit		Monique Gonzales	System-recorded deposit for QuickBooks Payments	80.00	16,001.71
	10/31/2023	Expense		QuickBooks Payments	DiscountRateFee, fee-type: Daily.	-2.24	15,999.47
Total for Mechanics Bank						-\$ 15,762.81	
OPEB-PARS							
	Beginning Balance						202,966.20
Total for OPEB-PARS							
TOTAL						-\$ 177,609.85	

Friday, Dec 01, 2023 03:41:23 PM GMT-8 - Accrual Basis

**PLACER COUNTY RESOURCE CONSERVATION DISTRICT
PARS OPEB Trust Program**

**Account Report for the Period
10/1/2023 to 10/31/2023**

Sarah Jones
Executive Director
Placer County Resource Conservation District
11641 Blocker Drive, Ste 120
Auburn, CA 95603

Account Summary

Source	Beginning Balance as of 10/1/2023	Contributions	Earnings	Expenses	Distributions	Transfers	Ending Balance as of 10/31/2023
OPEB	\$196,629.66	\$0.00	-\$4,615.18	\$97.26	\$0.00	\$0.00	\$191,917.22
Totals	\$196,629.66	\$0.00	-\$4,615.18	\$97.26	\$0.00	\$0.00	\$191,917.22

Investment Selection

Source

OPEB **Balanced HighMark PLUS**

Investment Objective

Source

OPEB The dual goals of the Balanced Strategy are growth of principal and income. While dividend and interest income are an important component of the objective's total return, it is expected that capital appreciation will comprise a larger portion of the total return. The portfolio will be allocated between equity and fixed income investments.

Investment Return

Source	1-Month	3-Months	1-Year	Annualized Return			Plan's Inception Date
				3-Years	5-Years	10-Years	
OPEB	-2.35%	-7.54%	4.50%	2.97%	5.23%	-	4/3/2014

Information as provided by US Bank, Trustee for PARS; Not FDIC Insured; No Bank Guarantee; May Lose Value

Past performance does not guarantee future results. Performance returns may not reflect the deduction of applicable fees, which could reduce returns. Information is deemed reliable but may be subject to change.

Investment Return: Annualized rate of return is the return on an investment over a period other than one year multiplied or divided to give a comparable one-year return.

Account balances are inclusive of Trust Administration, Trustee and Investment Management fees

Projects & Programs

Program Area	Name	Funder	Grant/Agreement #	Length of Project	Amount Awarded	Amount Invoiced 1st Quarter	Remaining Amount as of 9/30/2023	Lead/Notes
Natural Resources/ Watershed/Habitat	Red Sesbania Removal	Sacramento Area Flood Control District	1537	3/1/2021 - 2/28/2026	\$ 250,000.00	\$ -	\$ 150,000.00	Andrew- Annual report being finalized
	WCB Pollinator Habitat Restoration	CARCD		2/2023- 2/2028	\$ 427,278.00	\$ 3,855.34	\$ 418,805.11	Andrew- Planning phase/outreach
	Atwood Conservation Easement	Auburn Recreation District		Ongoing	\$ 4,000.00	\$ -		Andrew- Annual report being finalized
	Placer Riparian Restoration	United States Fish and Wildlife Service	F22AC02014-00	8/1/2022-7/31/2027	\$ 50,000.00	\$ -	\$ 43,706.03	Andrew- planning phase with USFS and partners
Forestry / Fuels Reduction	Forestland Stewardship Newsletter & Forestry Committee	CALFIRE / United States Forest Service	8GA21900	9/30/2024	\$ 72,862.00	\$ 5,311.05	\$ 47,944.08	Liana- Draft 2023 Winter edition under committee review
	Placer County Chipper Program	CALFIRE	5GG19134	5/13/2020-3/15/2024	\$ 874,670.00	\$ 64,699.40	\$ 86,881.60	Sarah- Grant will close out March 2024
	Sacramento HQ Agreement	CALFIRE	8CA05240	6/29/2021-6/30/2024	\$ 720,000.00	\$ 4,585.25	\$ 1,679.96	Contract spent down as of 11/30/23
	Prescribed Burning on Private Lands Pilot Program	CALFIRE	8GG19100	5/4/2020-3/15/2025	\$ 399,947.00	\$ 18,002.16	\$ 146,593.12	Cordi- winter burns underway
	North Fork Phase 1B	CALFIRE	5GA21147	3/15/2026	\$ 989,999.92	\$ 213,511.83	\$ 491,081.83	Lewis- working with the unit as directed
	North Fork Phase 2	CALFIRE	5GA20108	11/30/2021-3/15/2025	\$ 4,767,082.00	\$ 11,453.98	\$ 4,568,454.11	Scott- RFP to be released in January. Still waiting on MND
	Placer Co. Coordinated Fuelbreak -Block Grant	CALFIRE	8GA21903	2/25/2022-3/31/2026	\$ 303,486.00	\$ 17,668.06	\$ 106,289.97	Allison- planning herbicide treatments
	Unit Support Services	CALFIRE	5GA21153	3/15/2025	\$ 989,999.36	\$ 8,348.07	\$ 978,020.44	Lewis- Arch surveys in progress for Demo Forest
	Placer County Parks and Open Spaces	Placer County		12/30/2024	\$ 75,000.00	\$ -	\$ 54,120.52	waiting on direction from County
	Forestry and Natural Resources Mentorship Program	CalFire	8CA21018	3/31/2026	\$ 250,880.00	\$ 7,999.51	\$ 206,219.75	Allison- coordinating with students/mentors. Offering professional dev. Workshops
	Mosquito Fire 1	CalFire	5GA21146	5/15/2026	\$ 950,000.10	\$ 39,344.96	\$ 366,284.69	Allison- Planning phase with landowners- Arch surveys planned for Spring
	Mosquito Fire 2	CalFire	5GA21148	3/15/2026	\$ 969,999.80	\$ 1,783.27	\$ 968,216.53	no activity yet
	Mosquito 3 Forest Health	CalFire			\$ 5,000,000.00	\$ 52,079.37	\$ 4,947,920.05	Allison- Same as Mosquito 1
	Mosquito 4 USFS	USFS	23-DG-11052021-254	5/30/2028	\$ 5,000,000.00			Allison- developing implementation strategy how to incorporate with other grants and EQIP
	Placer County Probation Chipper Program	Placer County		6/30/2024	\$ 455,655.00	\$ 35,336.21	\$ 314,663.79	Sarah -Chipper warehouse move underway
Ag/ Soil Health	NRCS - Landowner Technical Assistance Agreement	USDA Natural Resource Conservation Service (NRCS)	NR219104XXXXC029	9/13/2021-9/15/2025	\$ 225,000.00	\$ 17,045.77	\$ 107,930.17	All Forestry/ Ag staff- ongoing outreach and landowner assistance. Brian is lead on reporting.
	Water Storage Tank Rebate Program	PCWA		12/31/2025	\$ 60,000.00	\$ 2,774.40	\$ 11,943.56	Brian- working with PCWA on outreach, technical assistance to program participants
	CAP-GAP	Yolo County RCD		thru 2025	\$ 20,200.00	\$ -	\$ -	Andrew- planning phase
	Urban and Community 2023	NACD		9/30/2024	\$ 59,939.00	\$ 2,139.67	\$ 57,799.33	Andrew- planning phase
	Healthy Soils Block Grant	CDFA	23-0655-000-SO	11/30/2027	\$ 4,000,000.00			Brian- outreach planning and coordination with partners
	Healthy Soils Program	CA Dept. Food and Agriculture	21-0547-000-SG	10/1/2024	\$ 59,233.86	\$ 2,639.11	\$ 39,839.60	Brian- ongoing outreach, and technical assistance to program participants
Education and Outreach	Ag Tour (virtual) Storm Water Placer County Cooperative Agreement	Placer County		6/30/2024	\$ 40,000.00	\$ -	\$ -	Andrew- 2024 Ag Tour/Forestry Tour planning
	Fire Prevention Education	CALFIRE	5GG17186	3/15/2025	\$ 86,357.00	\$ -	\$ 71,934.48	Sarah- multiple events attended in 2023 waiting on direction from unit
Total					\$ 27,101,589.04	\$ 508,577.41	\$ 14,186,328.72	



RESOLUTION NO. 23-08

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE PLACER COUNTY RESOURCE CONSERVATION DISTRICT,
STATE OF CALIFORNIA**

WHEREAS, the Governor of the State of California in cooperation with the California State Legislature has enacted State of California Climate Investment, which provides funds to the State of California and its political subdivisions for fire prevention programs; and

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

WHEREAS, the applicant will enter into an agreement with the State of California to carry out the "Prescribed Burning on Private Lands" (22-WP-NEU-58367543) project;

NOW, THEREFORE, BE IT RESOLVED that the Placer County Resource Conservation District:

1. Approved the filing of an application for "California Climate Investment Fire Prevention Grant Program; and
2. Certifies that said applicant has or will have sufficient funds to operate and maintain the project; and
3. Certifies that funds under the jurisdiction of the Placer County Resource Conservation District Board of Directors are available to begin the project.
4. Certifies that said applicant will expend grant funds prior to March 15, 2030.
5. Appoints the Executive Director, or a designee, to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, amendments, payment requests and so on, which may be necessary for the completion of the aforementioned project.



The foregoing resolution was approved and adopted the 12th day of December 2023, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Claudia Smith, Board Chair _____



RESOLUTION NO. 23-09

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE PLACER COUNTY RESOURCE CONSERVATION DISTRICT,
STATE OF CALIFORNIA**

WHEREAS, the Governor of the State of California in cooperation with the California State Legislature has enacted State of California Climate Investment, which provides funds to the State of California and its political subdivisions for fire prevention programs; and

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

WHEREAS, the applicant will enter into an agreement with the State of California to carry out the "Placer County Chipper Program" (22-WP-NEU-57892000) project;

NOW, THEREFORE, BE IT RESOLVED that the Placer County Resource Conservation District:

1. Approved the filing of an application for "California Climate Investment Fire Prevention Grant Program; and
2. Certifies that said applicant has or will have sufficient funds to operate and maintain the project; and
3. Certifies that funds under the jurisdiction of the Placer County Resource Conservation District Board of Directors are available to begin the project.
4. Certifies that said applicant will expend grant funds prior to March 15, 2030.
5. Appoints the Executive Director, or a designee, to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, amendments, payment requests and so on, which may be necessary for the completion of the aforementioned project.



The foregoing resolution was approved and adopted the 12th day of December 2023, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Claudia Smith, Board Chair _____

Placer Resource Conservation District
 Surplus Items
 Date: 12/12/2023

Estimated Value	Items	Identification #
\$ 15,000.00	Bandit 150XP 12" Chipper	S/N 4FMUS1618FRO25760
\$ 400.00	Central Punematic Air Compressor	S/N UTY019987
\$ 75.00	Pro-Tech Headache Rack	
\$ 75.00	Pro-Tech Headache Rack	

**PLACER COUNTY RESOURCE CONSERVATION DISTRICT
REQUEST FOR PROPOSALS FOR the NORTH FORK AMERICAN RIVER
SHADED FUEL BREAK PHASE II, PRIORITY I**

RELEASE DATE: xxx

CLOSING DATE: Proposals must be received by xxx

PROJECT TITLE: North Fork American River Shaded Fuel Break Phase II

CONTACT PERSONS: Scott Stephenson, Forestry Director
scott@placerrcd.org
530-537-2620

Placer County Resource Conservation District
11641 Blocker Drive, Suite 120
Auburn, CA 95603
(p) 530-390-6680

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I. SUMMARY

The RCD is seeking proposals from qualified and experienced CONTRACTORS to provide all labor, materials, and equipment necessary to complete Phase II of the North Fork American River Shaded Fuel Break (Project). This Project consists of fuels reduction and modification on approximately 682 acres. The RCD retains the right to award to one or more CONTRACTORS to ensure that the Project is completed within the specified time frame.

The respondents are advised that the maps, scope of work, and specifications included in this solicitation are the basis for performance of the Project and for the purpose of establishing a cost proposal. The maps, scope of work, and specifications were prepared by the RCD and convey the scope and nature of the Project, including descriptions of environmental protection requirements.

Proposals must be received by 4:00pm on date in accordance with the instructions contained herein. Late proposals will not be considered.

The RCD estimates the total project cost for mastication, handwork, and pile burning assistance to be **\$3,400,000**.

This is not a sealed bid or low bid process. The RCD intends to make an award(s) using the evaluation criteria listed in the specifications to determine the proposal with the best value for the RCD. Proposal information and documents are available on the RCD website: www.placerrcd.org

For purposes of this RFP, "District" or "RCD" refers to the Placer County Resource Conservation District, "CONTRACTOR" refers to the submitter of the proposal, and "Project Manager" refers to RCD's Forestry Director, Scott Stephenson, or other designated RCD employee.

II. PROPOSAL INSTRUCTIONS

A. RFP Schedule

Release of RFP	_____, 2023
Pre-Proposal Field Meeting (Mandatory)	_____, 2023
Final RFP Questions Due	_____, 2023
Pre-Proposal Question Responses Posted	_____, 2023
Proposal Due Date	_____, 2023
Contract Award	No later than _____, 2023

B. Questions

Questions regarding the RFP shall be submitted by email or in writing to the Project Manager, Scott Stephenson, at the following address:

Placer Resource Conservation District
Attn: Scott Stephenson
11641 Blocker Drive, Suite 120
Auburn, CA 95603
scott@placerrcd.org.

Questions shall be submitted no later than 4:00 p.m. local time on **date**. Question responses will be posted on the RCD website (<https://placerrcd.org/news/rfp/>) no later than **date**. Responses will also address those questions posed during the mandatory field visit.

C. Field Meeting

The RCD will conduct a **MANDATORY pre-proposal field tour** on **date** at 9:00 a.m. All interested parties are requested to R.S.V.P to Scott Stephenson by email at scott@placerrcd.org on or before **date**. Project site is in Colfax. Details on meeting location will be provided upon R.S.V.P.

D. Proposal Submittal

Proposals may be submitted either:

1. Electronically: Must be received via email to Scott Stephenson (scott@placerrcd.org) no later than 4:00 p.m., local time, on **date**. Please cc yourself as verification of submittal.
2. By hardcopy [ELECTRONIC SUBMITTAL IS PREFERRED]: One hard copy must be received no later than 4:00 p.m. on **date** at the RCD office at 11641 Blocker Drive, Suite 120, Auburn CA, 95603. Please contact the Project Manager, Scott Stephenson, if you plan to drop off your proposal at the office.

Faxed or late proposals will not be accepted. It is the responsibility of the proposer to assure that the Proposal is received prior to the deadline date and time. Proposals received after the submission deadline will not be accepted and will be returned unopened. Any changes to this RFP are invalid unless specifically modified by the RCD and issued as a separate addendum document. Should there be any question as to changes to the content of this document, the RCD's copy shall prevail.

E. Proposal Format

The proposals must be in an 8 ½ X 11 format, may be no more than a total of ten (10) pages, single-sided. NOTE: A single sheet cover letter, dividers, any attachments included in this RFP which are required to be submitted with the proposal, cost proposal, insurance, licensing documents, and Addenda acknowledgments do NOT count toward the ten (10) page limit. Proposals that do not furnish information organized according to the format or do not include the content specified in this RFP may be rejected as non-responsive.

F. Required Proposal Content

1. **Cost Proposal:** Cost Proposal will include rates based upon the best available information at the time of advertisement of the RFP. Refer to the Scope of Work on **page x**. Respondents are expected to identify the cost to complete the work and provide firm unit costs as identified in Exhibit A, "Schedule of Items/Cost Proposal Form".

Due to the variability of the landscape and fuel types, it is likely that up to 10% of the area for each designated treatment (hand work or mastication) may fluctuate between treatments as decided on by Project Manager. While these actual quantities required may fluctuate up or down, the unit prices proposed shall remain firm and shall not be negotiated. All prices shall include all necessary overhead and profit. Items not listed in the **schedule of** items such as preparation and

submittal of necessary permits, profit, etc. shall be accounted for in the proposed rate and total estimated cost for the items listed.

Please include the following in the cost proposal:

Hourly rates for hand work¹, plus **Hourly rates** for tracked and/or tow-behind chipper

Per acre rates for mastication

Hourly rates for foliar application of herbicide²

Hourly rates for Option Area hand work. These areas may be treated after completion of other hand work and mastication at the discretion of the RCD.

Hourly rates for pile burning assistance

Lump sum cost for hazard tree mitigation

Total estimate price for each item as applicable

The RCD estimates the total project cost, **including option areas**, not to exceed **\$3,400,000**. Proposers must acknowledge and affirmatively indicate that they can provide such services within this amount.

- ¹ CONTRACTOR may include stump application of herbicide rates into **Hourly rates** for hand work. Foliar application should be a separate hourly rate.
- ² Hourly rates for herbicide application do not include price of chemical. RCD shall reimburse for the cost of chemical applied to the project according to appropriate receipts and use reports provided by CONTRACTOR.

- 2. Approach, Staffing, Work Plan, Schedule:** Provide an overview of your understanding of the services to be provided and your approach to the work, including but not limited to equipment to be utilized, staffing requirement expectations, outside agency coordination required, and any other items necessary to demonstrate your strategy to complete the Project. The approach shall include a proposed work plan and schedule.
- 3. Experience, Qualifications, and References:** Describe the firm's experience and qualifications related to fuels reduction and modification work of similar scope and complexity. Provide contact information for at least two references who oversaw past projects with a similar scope of work. Photographs of other projects completed are helpful but not required.
- 4. Insurance Certificates:** Provide copies of insurance certificates reflecting the requirements outlined in the Sample Agreement (Exhibit C). Note that CONTRACTOR may be required to obtain additional certificates for landowners as needed. **Endorsements do not need to be provided with proposal.**
- 5. Licenses:**
 - Provide proof of Placer County Business License. This license may be obtained after award of contract, but must be in hand prior to the start of work. Contact the Placer County Treasurer-Tax Collector's office at 530-889-4120 or at taxcollector@placer.ca.gov.
 - CONTRACTOR must also provide a certificate of "active" status obtained from the CA Secretary of State website at <https://businesssearch.sos.ca.gov/>.
 - Provide proof of current Qualified Applicator License, Category E, if applicable.
- 6. Certificate of Reported Compliance**
 - CONTRACTOR AND ALL LISTED SUBCONTRACTORS shall provide proof of Certificate of Reported Compliance (CRC) with CARB regulations. If CARB compliance does not apply,

CONTRACTOR AND ALL LISTED SUBCONTRACTORS shall provide detailed reasoning, signed by the CONTRACTOR, for said exemption. Failure to submit all required CRCs and any supporting documentation may render the proposal non-responsive.

G. Evaluation Process

An evaluation committee will evaluate all proposals received for completeness and the proposer’s ability to meet all specifications as outlined in this RFP. The following 50-point evaluation criteria and weight of importance shall be used in evaluating and selecting a CONTRACTOR(s). Cost proposal criteria points will be awarded on a relative scale as described below.

Evaluation Criteria	Points
Cost Proposal	20
Approach, Staffing, Work Plan, Schedule	15
Experience, Qualifications, and References	15
Proof of Insurance	Y/N
Willingness to obtain Placer Co. Business License	Y/N
“Active” status with CA Secretary of State	Y/N
Valid QAL License Category E	Y/N

H. Award of Contract

The RCD may reject any and all proposals and re-issue this RFP. The RCD may choose to award one or more CONTRACTORS to service any portion of the project. The RCD may waive any minor irregularities or immaterial defects in a proposal. The RCD reserves the right to request additional written or oral information from proposers to obtain clarification on their proposals. All proposals become the property of the RCD. All costs associated with development of the proposal in response to the RFP shall be the sole responsibility of the proposers and shall not be charged in any manner to the RCD.

The contract shall be awarded by date. Work may begin at any point between and . Start date is dependent on RCD project management capacity. CONTRACTOR shall not begin work without express permission from the RCD. Work will begin no later than 30 days following the award of contract, weather permitting, and must be complete prior to March 15, 2025.

III. PROJECT BACKGROUND AND OBJECTIVES

Phase II of the North Fork American River Shaded Fuel Break (NFARSFB) is located on private property along the North Fork American River canyon and borders the communities of Colfax and Weimar. The entire project covers portions of T14NR9E Sections 13, 14, 23, 24, 25, and 26 MDBM and is within the Colfax 7.5’ USGS Quadrangle. Acres will be treated with the intent of modifying fire behavior to increase the probability of success of fire suppression activities. A thin-from-below tactic will be used to remove ladder fuels with the intent of protecting life, property, infrastructure, and biological/cultural/natural resources within the Wildland Urban Interface.

The project is located east of Colfax and is a continuation of Phase I of the NFARSFB, located to the north, which was implemented in 2019. Phase II of this shaded fuel break will be treated using mastication, herbicide, handwork, chipping, and pile burning as appropriate. This RFP will cover hand treatment, mastication, pile burning, and herbicide on 682 acres of the fuel break. A Mitigated Negative

Declaration under the California Environmental Quality Act (CEQA) was filed with CAL FIRE as the lead agency on x/x/xx (see Exhibit G).

The project covers a variety of vegetation types, including foothill pine/oak woodland, Ponderosa pine, Douglas-fir/mixed conifer, chaparral, and blue oak woodland. Elevation within the project area ranges from approximately 1640 to 2620 feet, and slopes range from 0-65%.

IV. SCOPE OF WORK

A. PROJECT AREAS

The District has identified 3 treatment zones encompassing 682 acres. See Exhibit B: Project Maps. Proposal Items are listed below:

Zone 1 – 103 acres (Exhibit B- Zone 1)

Item I:

Hand Treat and Pile for Burning – 103 acres

Zone 2 – 393 acres (Exhibit B- Zone 2)

Item II:

Hand Treat Chip and Spread - 12 acres

Item III:

Hand Treat and Pile for Burning – 161 acres

Item IV:

Mastication - 176 acres

Item V:

Option Area Hand Work - 44 acres

Zone 3 – 186 acres (Exhibit B- Zone 3)

Item VI:

Hand Treat Chip and Spread - 161 acres

Item VII:

Hand Treat Chip and Remove – 8 acres

Item VIII:

Hand Treat and Pile for Burning – 17 acres

Item IX:

Hazard Tree Removal – 72 trees

All Zones – 682 acres

Item X: Pile Burning Assistance – up to 3000 man hours

Item XI: Herbicide Application – up to 500 acres

CONTRACTOR may submit a their proposal for one, multiple, or all items listed above. Commercialization of forest products is prohibited. Option Areas may be added in a contract amendment as determined by the RCD **AFTER** completion of the initial 393 acres of hand treatment and mastication in Zone 2. Option Areas are steeper and denser as they are generally located along watercourses. Completion of all Option Areas by CONTRACTOR is not guaranteed.

B. TREATMENT SPECIFICATIONS

Treatments and property lines are delineated by fluorescent orange flagging. Watercourse protection zones

will be delineated in blue/white striped flagging (refer to Item F for watercourse protections). The following treatments may be modified by the Project Manager to reflect on-the-ground conditions. Any planned treatment type may be redesignated for a different treatment type at the discretion of the Project Manager. Vegetative material designated for cutting and removal shall be identified by the CONTRACTOR based on Exhibit H Treatment Specifications. Vegetative material designated for cutting and removal has not been marked by painting or other indicator by the RCD, unless otherwise noted. Refer to Exhibit B: Project Maps.

Hand Treat

- CONTRACTOR shall employ a variety of hand tools and techniques for cutting, felling, pruning, collecting, packing, winching, raking, loading, and pulling vegetative material to implement the treatment and achieve the project objective of fuel reduction and modification. These practices shall be performed in a way that prevents damage to residual vegetation. Pruning practices shall adhere to American National Standards Institute (ANSI) A300 standard and with the International Society of Arboriculture Best Management Practices for Tree Pruning.

Chipping

- CONTRACTOR shall employ a tracked hand-fed chipper, or a combination of tracked and tow-behind hand-fed chippers, with a minimum 14-inch diameter capacity for processing vegetative material removed in implementation of the treatment.
- In all areas less than 50% slope, material may be chipped using a tracked chipper.
- A tow-behind chipper may be used on established roads and trails as needed. Roads shown in Exhibit B Project Maps have been deemed adequate for access by tracked chippers or tow-behind chippers of typical dimensions in the industry. Trails shown in Exhibit B may also provide access, but access is not guaranteed as the District does not have control over equipment dimensions. Passage on trails may be blocked by vegetative material, requiring the CONTRACTOR to perform hand work to gain passage. Not all trails have been mapped in the project area. Unmapped trails inside the project area are permitted for use when the CONTRACTOR deems the trail to be stable and suitable for use. Use of unmapped trails remain subject to the Best Management Practices in Section C of this RFP. Contact the Project Manager in the event that a trail is blocked by a locked gate.
- If there is an area where material cannot be chipped due to topographic variables, safety, environmental barriers, etc., CONTRACTOR shall alert the Project Manager.

Spreading

- Chips shall not be broadcast onto roads, trails, or into the water or dry channel of any streams. Hauling of cut material out of stream zones to be chipped and broadcast is required.
- Chips shall be broadcast as widely as possible to avoid large chip piles. Chips shall not be broadcast to cause piling of chips at the base of residual trees.

Removal

- Chipped material produced from this area shall be collected and hauled from the project area. No disposal site is provided by the RCD.

Pile for Burning

- Hand pile all vegetative material processed in implementation of the treatment.
- Piles shall not be built within 200 feet of residences, or other structures occupied by humans.
- As much as possible, piles shall be built within forest canopy openings or between residual trees. Piles shall be at least 10 feet from the trunk of any overhead trees. In

denser conditions, piles may be built under the dripline of trees, however piles must be smaller in size and burned when adequate moisture is present in tree crowns. Piles shall *not* be placed on active road surfaces, in ditches, near structures or poles, under or around powerlines, or on top of logs or stumps that may catch fire and continue smoldering.

- All piles will be sufficiently dry and free of soil and other non-combustible material to allow for effective burning.
- Hand piles will be covered with wax paper upon construction. Paper will be provided by CONTRACTOR. Waxed side of paper will be face up when piles are covered.
- Hand piles shall not exceed 6x6x6 feet. All piles shall be created in areas where they do not pose a threat of igniting or causing severe heat damage to residual overstory trees, communication lines, structures, or powerlines. CONTRACTOR may build feeder piles in areas where there is too much vegetation to restrict to a 6x6x6 ft hand pile. Feeder piles shall be neatly stacked in windrows with the butt end of limbs piled on one side. Windrows shall not be stacked within 4 feet of the piles.
- On slopes with potential for rollout, a trench deep enough to arrest rollout material but no less than 8 inches deep shall be cut into the slope on the lower side of the pile
- A perimeter line shall be established free and clear of all flammable material and vegetation around each pile, wide enough to prevent escape but no less than 2 feet in width, unless otherwise specified by RCD Project Manager.
- Piles shall not be created within the protection zone of a stream or archaeological resource.
- In areas less than 50% slope a grapple equipped excavator or tracked front end loader may be used to create slash piles which can later be burned.
- Garbage and debris shall not be burned.

Mastication

- CONTRACTOR shall employ a masticator to grind, shred, or chop targeted vegetative material into small chunks or pieces to implement the treatment and achieve the project objective of fuels reduction and modification. The specific equipment configuration shall be determined by the CONTRACTOR. The CONTRACTOR should consider the project site characteristics to make the appropriate equipment configuration selection. Significant damage to boles of residual trees shall result in deduction from pay of \$200 per damaged tree. Damage will be determined as minor or significant by Project Manager. Project Manager may require hand falling and mulching of damaged trees, regardless of size.
- Mastication shall not be permitted during saturated soil conditions as determined by the Project Manager.
- **NOTE:** Mastication areas will require supplemental work by hand crews to prune residual trees, and cut brush away from residual trees in order to fulfill the Treatment Specifications in Exhibit H.

Pile Burning Assistance – hourly, up to 3000 man hours

The District is exploring two options for pile burning assistance. CONTRACTOR may submit a proposal for either or both options. The District understands that there may be price differences between the two options.

Option 1: CONTRACTOR does not accept liability for loss of control due to pile burn escapes.

RCD is not requesting that CONTRACTOR accept liability for pile burning when providing pile burning assistance. Examples include but are not limited to, suppression costs or third party damages due to a pile burn transitioning to a wildfire.

Proposal covers labor for feeding piles, additional hand work/adding to piles during burning, line construction, and monitoring piles. Specifications for piling and line construction are outlined above under "Hand Treat and Pile for Burning."

When monitoring and feeding piles, crew members must be equipped with a hand tool and backpack pump *or* have easily accessible water within 100 feet of burning. CONTRACTOR is limited to monitoring up to 6 closely situated lit piles per crew member. Unless otherwise specified by RCD Project Manager, piles must be completely extinguished prior to departure from the project site. Garbage or debris shall not be burned.

Pile Ignition: RCD and/or landowner are responsible for initial pile ignition. CONTRACTOR will support further ignitions using a variety of different methods. However, if using drip torches, the fuel shall be a 3:1 diesel:gas ratio. Gasoline shall not be used for ignition.

Permits: RCD and/or landowner are responsible for obtaining all necessary permits including air district permits and/or CAL FIRE burn permits (when necessary).

CONTRACTOR is responsible for checking Burn Day Status online or over the phone based on determination by the Placer County Air Pollution Control District prior to igniting piles. Piles shall only be burned on permissible burn days.

CONTRACTOR is responsible for active suppression in the event that a pile burn escapes its containment lines. CONTRACTOR is responsible for updating the Project Manager regarding pile burning status and at a minimum will report ignition of piles at the start of the day, extinguishment of piles at the end of the day, any conflagration events, and crew departure from project site. Contractor shall have contact phone numbers of RCD Project Manager, CAL FIRE Emergency Dispatch phone number, and any local fire suppression agency contact numbers readily available in the event of an emergency. A communication plan is necessary in the event that the project site does not have cell service.

Option 2: CONTRACTOR accepts liability for loss of control due to pile burn escapes.

RCD requests that CONTRACTOR accept liability for pile burning. Examples include but are not limited to, suppression costs or third party damages due to a pile burn transitioning to a wildfire. Proposal covers labor for ignition, feeding piles, additional hand work/adding to piles during burning, line construction, and monitoring piles. Specifications for piling and line construction are outlined above under "Hand Treat and Pile for Burning."

When lighting, monitoring and feeding piles, crew members must be equipped with a hand tool and backpack pump *or* have easily accessible water within 100 feet of burning. CONTRACTOR is expected to keep pile monitoring within manageable limits. Garbage or debris shall not be burned.

Pile Ignition: CONTRACTOR is responsible for initial pile ignition. CONTRACTOR will support further ignitions using a variety of different methods. However, if using drip torches, the fuel shall be a 3:1 diesel:gas ratio. Gasoline shall not be used for ignition.

Permits: CONTRACTOR is responsible for obtaining all necessary permits including air district permits and/or CAL FIRE burn permits (when necessary).

CONTRACTOR is responsible for checking Burn Day Status online or over the phone based on

determination by the Placer County Air Pollution Control District prior to igniting piles. Piles shall only be burned on permissible burn days.

CONTRACTOR is responsible for active suppression in the event that a pile burn escapes its containment lines. CONTRACTOR is responsible for updating the Project Manager regarding pile burning status and at a minimum will report ignition of piles at the start of the day, extinguishment of piles at the end of the day, any conflagration events, and crew departure from project site. Contractor shall have contact phone numbers of RCD Project Manager, CAL FIRE Emergency Dispatch phone number, and any local fire suppression agency contact numbers readily available in the event of an emergency. A communication plan is necessary in the event that the project site does not have cell service.

Herbicide Application

CONTRACTOR shall employ herbicide application in the post-treatment control of invasive species and sprouting native tree and brush species regrowth. Treatment areas will be identified by the Project Manager during post-treatment monitoring. Additional specifications are listed below.

- In areas designated for hand treatment, herbicide may be applied to stumps of sprouting species immediately after cutting or may take the form of a follow-up, foliar spray.
- In hand treatment and mastication areas, herbicide will be applied in the form of a follow-up foliar spray 1-2 years after mastication.
- Herbicide shall be applied by hand crews using backpack sprayers or stump applicators (no broadcasting of chemical allowed).
- Hourly rates given in Exhibit A do not include price of chemical. See additional row in Exhibit A for estimated cost of chemical.
- Every precaution shall be taken to prevent drift of chemical onto desirable vegetation.
- CONTRACTOR is responsible for working with a licensed Pest Control Advisor to develop appropriate prescriptions for target species.
- CONTRACTOR is responsible for timely reporting of chemical usage to the Placer County Agricultural Commission.
- CONTRACTOR shall be responsible for application of herbicides according to the label. Transport, handling, and use of all herbicides shall be in strict accordance with the manufacturer's label instructions and all applicable federal, state, and local laws and regulations.
- Herbicide shall NOT be applied within protective buffers for watercourses – see item C “Best Management Practices” under “Watercourse Protections”

Hazard Tree Removal

CONTRACTOR shall fall 72 hazard trees in advance of fuel reduction and modification crews. Logs over 14-inch diameter shall be collected and hauled from the project area. No disposal site is provided by the RCD. Slash shall be left on the ground within the treatment area.

Log skidding shall not be permitted during saturated soil conditions as determined by the Project Manager.

See Exhibit I for list of hazard trees.

Alternative Work

The Project Manager reserves the right to change the work plan upon arrival based on adjustments to

workflow and project priorities. The Project Manager will communicate any changes to daily work plans clearly to the CONTRACTOR. The CONTRACTOR is responsible for contacting the Project Manager should questions arise. Completion of "Option Areas" may be included with a contract amendment at a later date.

C. BEST MANAGEMENT PRACTICES

CONTRACTOR shall review treatments and mitigations in the attached Mitigated Negative Declaration (Exhibit G) and implement protections as indicated. Certain excerpts of the MND are included below for reference, along with relevant excerpts from RCD’s contract language.

CONTRACTOR shall comply with all applicable federal, state and local laws, regulations and policies governing the funds and scope under this agreement.

Ground Impacts:

- Soil disturbance shall be as minimal as possible. Operations shall cease before causing damage that will result in soil erosion or compaction.
- No equipment operations are permitted on saturated soils, as determined by the Project Manager. Saturated soil conditions may be indicated by potential for significant sediment discharge or equipment inoperability under its own power.
- Tracking of equipment along roads shall not be permitted when it could result in significant road damage, i.e. displacement of gravel, disruption of water conveyance features, ditch damage, etc. Any such damage that may occur shall be remedied by the CONTRACTOR (see "V. General Conditions," Item E).
- CONTRACTOR may be required to repair road drainage features impacted by operations or travel to/from work site on private roads.
- Berms and/or ruts created by machine tracks that are greater than 6 inches in depth or height shall be smoothed out by CONTRACTOR per Project Manager’s instructions.
- Trails created by CONTRACTOR’s equipment shall be waterbarred per the standards below:

Trail Gradient (%)	≤10	11-25	26-50	>50
Max Distance Between Waterbreaks (ft.)	200	150	100	75

- Equipment shall be limited to the following slopes:

Equipment type	Maximum percent slope
Wheeled front end loaders or masticators	30%
Tracked Chippers	50%
Tracked Masticators or front-end loaders	50%
Walking Excavators equipped with masticators	65%

Transportation and Traffic:

If project is expected to impact public safety on adjacent public roads, CONTRACTOR is responsible for providing signage and traffic control if necessary. If closure of roads frequently used by the public is

necessary for project work, CONTRACTOR shall be responsible for providing traffic control and obtaining an encroachment permit as necessary.

Watercourse Protections:

All streams and riparian vegetation shall be protected through implementation of Watercourse and Lake Protection Zones (WLPZ). See table below:

Watercourse Classification	Class I	Class II	Class III	Class IV
WLPZ/ELZ buffer width				
Slope Class	Class I (WLPZ)	Class II (WLPZ)	Class III (ELZ)	Class IV
<30	75	50	25	Determined by consultation with facility owner
30-50	100	75	50	
>50	150	100	50	
Protection Measures by Treatment Type within the Buffer				
Mastication	No operations	No operations	<p>1) At least 50% of the understory vegetation present before operations will be left living and well distributed within the ELZ to maintain soil stability.</p> <p>2) Equipment operation in the ELZ is prohibited except as follows: In areas where side slopes are less than 30%, masticators will be allowed to enter and exit the ELZ perpendicularly to the watercourse to masticate material which cannot be reached from outside the ELZ. Masticators will not be allowed to come into contact with the watercourse except at existing crossings flagged by an RPF which are dry at the time of operations.</p>	Determined by consultation with facility owner
Hand Work (Roadside)	1) To protect water temperature, filter strip properties, upslope stability, and fish and wildlife values, at least 50% of the over story and 50% of the understory canopy covering the ground and adjacent waters shall be left in a well distributed multi-storied stand configuration composed of a diversity of species similar to that		At least 50% of the understory vegetation present before operations will be left living and well distributed within the ELZ to maintain soil stability.	Determined by consultation with facility owner

	<p>found before the start of operations. Live trees larger than 12 inches DBH may not be cut.</p> <p>2) Burning is prohibited within the WLPZ</p>			
Hand Work (Non roadside)	<p>1) To protect water temperature, filter strip properties, upslope stability, and fish and wildlife values, at least 50% of the over story and 50% of the understory canopy covering the ground and adjacent waters shall be left in a well distributed multi-storied stand configuration composed of a diversity of species similar to that found before the start of operations. Live trees larger than 12 inches DBH may not be cut.</p> <p>2) Burning is prohibited within the WLPZ</p> <p>3) Heavy Equipment Shall be prohibited from entering the WLPZ</p>	<p>1) At least 50% of the understory vegetation present before operations will be left living and well distributed within the ELZ to maintain soil stability.</p> <p>2) Equipment operation in the ELZ is prohibited except as follows: In areas where side slopes are less than 30%, tracked heavy equipment will be allowed to enter and exit the ELZ perpendicularly to the watercourse to chip or pile reached from outside the ELZ. Tracked chippers will not be allowed to come into contact with the watercourse except at existing crossings flagged by an RPF which are dry at the time of operations.</p> <p>3) If more than 100 square feet of mineral soil is exposed by the equipment operation the ELZ, such areas will be treated by applying chips, mulch or slash lopped to no more than 12 inches in height, covering 80% of the exposed area.</p>		
Follow-up Herbicide Application	No operations	No operations	No operations	Determined by consultation with facility owner

D. INSPECTIONS

RCD will conduct inspections to ensure that the services are acceptable. Inspections do not relieve the CONTRACTOR of the responsibility for maintaining quality control. Compliance inspections will be made on a sporadic basis. Such inspections are not final, and do not constitute acceptance by the District. Final inspections for payment will be made on completed items only. CONTRACTOR is encouraged to break the job out into logical measurable units.

V. GENERAL CONDITIONS

- A. It is not the intent of the specifications to cover each and every detail. Any problems that may arise must be promptly reported to the RCD and shall be subject to the decision of the RCD. The CONTRACTOR is expected to carefully examine the size and scope of the proposed work prior to submitting a proposal. The CONTRACTOR certifies they have checked carefully all the quantities, specifications, and maps, and understands that the RCD shall not be responsible for any errors or omissions on the part of the proposer in compiling and submittal of this proposal.
- B. The CONTRACTOR agrees that they will provide the materials and/or perform the work herein under the terms and conditions set forth in the awarded contract and/or purchase order; and shall furnish and be responsible for all the labor, materials, tools, equipment, transportation, insurance, notifications, licenses, permits, and all other services and facilities necessary, including all incidental work and appurtenances as may be reasonably implied and as described in the specifications and other Contract documents. All costs incidental to these requirements will not be paid for separately but shall be included in the work, including testing, if needed. CONTRACTOR shall be responsible to pay all costs for permits, licenses, fees and insurance which may be required to perform the work required.
- C. The CONTRACTOR certifies by submitting his or her proposal that to the best of his or her knowledge and belief that the required language of this certification shall be included in all lower-tier subcontracts which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.
- D. CONTRACTOR is responsible for ensuring protection of residual trees, structures, property improvements, fences, power lines/other utilities, and recreational areas including but not limited to: roads, trails, and signage. Chips or debris must not be propelled onto the neighboring lands. No woody material is to be left on or piled up against fences.
- E. Roads, trails, and other improvements, including but not limited to gates, fences, culverts and/or drainage structures, or signs damaged by CONTRACTOR shall be repaired to equal or better condition as that found prior to the start of work. Repairs may include repairing or replacing drainage control features. Significant damage to existing roads, trails or other improvements, caused by CONTRACTOR, must be repaired by CONTRACTOR at CONTRACTOR's expense within ten (10) working days of notification by the RCD.
- F. CONTRACTOR is responsible for renting an outhouse for use on site. No human waste shall be left on site.
- G. Hourly billing only covers time spent working on site, not travel to and from the project area.
- H. Before daily acceptance, all areas occupied by the CONTRACTOR in connection with the work shall be cleaned of all CONTRACTOR's garbage, excess materials, temporary structures, and equipment, and all parts of the work area shall be left in a neat and presentable condition.

CONTRACTOR will take all reasonable precautions to avoid injury to the public.

- I. CONTRACTOR shall coordinate all work as necessary to complete the project, avoid damages to utilities and maintain utility service with each affected utility company.

EXHIBIT A - Schedule of Items/ Cost Proposal Form

ZONE	ITEM NO.	DESCRIPTION (Vegetation Treatment Type)	UNIT (acres +/-)	PRICE	TOTAL ESTIMATED PRICE	NOTES
Zone 1	Item I	Hand Treat and Pile for Burning	103	_____per man hour	_____	
Zone 2	Item II	Hand Treat Chip and Spread	12	_____per man hour _____per chipper hour	_____	
	Item III	Hand Treat and Pile for Burning	161	_____per man hour	_____	
	Item IV	Mastication	176	_____per acre	_____	
	Item V	Option Area Hand Treat	44	_____per man hour _____per chipper hour	_____	
Zone 3	Item VI	Hand Treat Chip and Spread	161	_____per man hour _____per chipper hour	_____	
	Item VII	Hand Treat Chip and Remove	8	_____per man hour _____per chipper hour	_____	

ZONE	ITEM NO.	DESCRIPTION (Vegetation Treatment Type)	UNIT (acres +/-)	PRICE	TOTAL ESTIMATED PRICE	NOTES
Zone 3	Item VIII	Hand Treat and Pile for Burning	17	_____ per man hour	_____	
	Item IX	Hazard Tree Removal	72 trees		_____	
All Zones	Item X	Pile Burning Assistance	N/A (up to 3000 man hours of work)	_____ per hour – no liability		
				_____ per hour – with liability		
	Item XI	Herbicide - Foliar Application	Up to 500	_____ per hour ²		
	Additional cost	Estimated cost of chemical herbicide	Up to 500		_____	
<i>Hand treatment prices Includes stump application of herbicide?¹</i>						
<i>Circle Y or N</i>						
GRAND TOTAL:					_____	

¹ CONTRACTOR may choose to include herbicide stump application into the hourly rate given for hand treatments if proposing a stump application of herbicide.

² Hourly rates for herbicide application do not include price of chemical. RCD shall reimburse for the cost of chemical applied to the project according to appropriate receipts and use reports provided by CONTRACTOR.

EXHIBIT B- Zone 1 Project Map

EXHIBIT B- Zone 2 Project Map

EXHIBIT B- Zone 3 Project Map 1 of 2

EXHIBIT B- Zone 3 Project Map 2 of 2

EXHIBIT C - Agreement between the RCD and CALFIRE

[Insert North Fork American River Shaded Fuel Break Phase II Agreement]

EXHIBIT D – Sample Agreement

AGREEMENT BETWEEN THE PLACER COUNTY RESOURCE CONSERVATION DISTRICT AND [INPUT CONTRACTOR NAME]

CONTRACT NO: PSC #00-000
GRANT NAME: 000000
GRANT NUMBER: 000000

This Agreement is entered into on [Input date], between the Placer County Resource Conservation District, a legal subdivision of the state of California (hereinafter “District”) and [Input legal name of contractor] (hereinafter “Contractor”, collectively “Parties”).

Whereas, pursuant to California Public Resources Code section 9409, the District may make improvements or conduct operations on public and private lands in furtherance of the prevention or control of soil erosion, water conservation and distribution, agricultural enhancement, wildlife enhancement, and erosion stabilization, included but not limited to, terraces, ditches, levees, and dams, and the planting of trees, shrubs, grasses, or other vegetation; and

Whereas, pursuant to California Public Resources Code sections 9404 and 9408, the District may execute all necessary contracts; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of [describe services] for the [project name].

Therefore, it is agreed by the parties to this Agreement as follows:

1. Services

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for District in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

2. Payments

District’s total fiscal obligation under this Agreement shall not exceed \$000,000.

In consideration of the services provided by Contractor and in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A, District shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. District reserves the right to withhold payment if District determines the quantity or quality of the work performed is unacceptable. In the event District makes advance payments to Contractor, Contractor agrees to refund any amounts in excess of the amount owed by District at the time of termination or expiration of this Agreement. Contractor is not entitled to payment for work not performed as required by this Agreement.

3. Term

Subject to the terms and conditions herein, the term of this Agreement shall be from [date] to [date].

4. Exhibits; Merger Clause; Amendments

This Agreement, including all Exhibits and Attachments, incorporated herein by this reference, constitutes the sole Agreement between the Parties and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding.

All subsequent modifications or amendments to this Agreement shall be in writing and signed by the parties.

5. Termination

A. Termination for Convenience. Either Party may terminate this agreement without cause by providing 30 days advance written notice to District. The Agreement will terminate at the completion of the 30-day period. District will be entitled to receive services through the termination of the agreement, and Contractor shall be entitled to receive payment for services provided through the termination of the Agreement.

B. Termination for Cause. Either party may terminate this agreement for cause. To terminate for cause, the terminating party must give the other party written notice of the alleged breach. The responding party has five (5) business days after receipt of notice to respond and a total of ten (10) calendar days after receipt of such notice to cure the alleged breach. If the responding party fails to cure the breach within this period, the terminating party may immediately terminate this Agreement without further action.

C. Termination Based on Lack of Funding. District may terminate this Agreement or a portion of the services based upon the unavailability of federal, state, or District funds by providing written notice to Contractor as soon as reasonably possible after District learns of unavailability of outside funding.

6. Independent Contractor Status

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of District and that neither Contractor nor its employees or agents acquire any of the rights, privileges, powers, or advantages of District employees.

Contractor and District agree that:

- (a) Contractor is free from the control and direction of District in connection with the performance of the services rendered pursuant to this Agreement;
- (b) Contractor is providing services directly to District;
- (c) Contractor has and will maintain at all relevant times a business license;
- (d) Contractor maintains a business location that is separate from District;
- (e) Contractor is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder;
- (f) Contractor actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from District;
- (g) Contractor advertises and holds itself out to the public as available to provide the same or similar services;
- (h) Contractor provides its own tools, vehicles, and equipment to perform the services;
- (i) Contractor has negotiated its own rates;
- (j) Consistent with the nature of the work, Contractor sets its own hours and location of work; and
- (k) Contractor has the sole right to control the manner and means of accomplishing the result desired under this Agreement and exercises its own discretion and independent judgement.

7. Contractor Not Agent

Except as District may specify in writing Contractor shall have no authority, express or implied, to act on behalf of District in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied pursuant to this Agreement to bind District to any obligation whatsoever.

8. Hold Harmless & Indemnification

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code. As used in this Section, the term "District" means the Placer County Resource Conservation District or its officers, agents, employees, and volunteers.

A. General Hold Harmless

The Contractor hereby agrees to protect, defend, indemnify, and hold the District free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the District arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the District) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the agreement.

Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of Contractor. Contractor also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent.

This provision is not intended to create any cause of action in favor of any third party against Contractor or District or to enlarge in any way the Contractor's liability but is intended solely to provide for indemnification of District from liability for damages or injuries to third persons or property arising from Contractor's performance pursuant to this agreement.

B. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless District from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) District notifies Contractor promptly in writing of any notice of any such third-party claim; (b) District cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third party claim; (c)

Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without District's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on District, impair any right of District, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of District without District's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes District's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for District the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to District under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for District (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by District in a manner prohibited by this Agreement.

9. Assignability and Subcontracting

Contractor will perform the work personally or through Contractor's employees. Unless provided in Exhibit B, Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of District. Any such assignment or subcontract without District's prior written consent shall give District the right to automatically and immediately terminate this Agreement without advance notice or penalty.

10. Insurance

Contractor shall file with District concurrently herewith a Certificate of Insurance, in companies acceptable to District, with a Best's Rating of no less than A- VII showing.

A. Worker's Compensation and Employer's Liability Insurance

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to Contractor's employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice: "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the District of Placer."

Waiver of Subrogation: The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the District, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection

with performance under this agreement by the Contractor.

Contractor shall require all subcontractors to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with District upon demand.

B. General Liability Insurance

(i) Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of Contractor, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

a. Contractual liability insuring the obligations assumed by Contractor in this Agreement.

(ii) One of the following forms is required:

- a. Comprehensive General Liability;
- b. Commercial General Liability (Occurrence); or
- c. Commercial General Liability (Claims Made).

(iii) If Contractor carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

- a. One million dollars (\$1,000,000) each occurrence
- b. Two million dollars (\$2,000,000) aggregate

(iv) If Contractor carries a Commercial General Liability (Occurrence) policy, the limits of liability shall not be less than:

- a. One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
- b. One million dollars (\$1,000,000) for Products-Completed Operations
- c. Two million dollars (\$2,000,000) General Aggregate

If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

(v) Special Claims Made Policy Form Provisions:

Contractor shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of District, which consent, if given, shall be subject to the following conditions:

- a. The limits of liability shall not be less than:
 - i. One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - ii. One million dollars (\$1,000,000) aggregate for Products Completed Operations
 - iii. Two million dollars (\$2,000,000) General Aggregate
- b. The insurance coverage provided by Contractor shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

C. Conformity of Coverages

If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by District as noted above. In no cases shall the types of policies be different.

D. Endorsements

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- (i) “The Placer County Resource Conservation District, their officers, agents, employees, and volunteers are to be covered as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.”
- (ii) “The insurance provided by the Contractor, including any excess liability or umbrella form coverage, is primary coverage to the Placer County Resource Conservation District with respect to any insurance or self- insurance programs maintained by the Placer County Resource Conservation District and no insurance held or owned by the Placer County Resource Conservation District shall be called upon to contribute to a loss.”
- (iii) “This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the Placer County Resource Conservation District.”

E. Automobile Liability Insurance

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence. Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

F. Additional Insurance Requirements

- (i) Premium Payments: The insurance companies shall have no recourse against the District and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.
- (ii) Policy Deductibles: The Contractor shall be responsible for all deductibles in all of the Contractor’s insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.
- (iii) Contractor’s Obligations: Contractor’s indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.
- (iv) Verification of Coverage: Contractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- (v) Material Breach: Failure of the Contractor to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

11. Compliance with Laws; Nondiscrimination

A. Compliance with Laws. All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, rules, regulations, and ordinances, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable); the Americans with Disabilities Act of 1990, as amended; Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any federal or District financial assistance; and the Fair Employment and Housing Act.

B. Nondiscrimination. Contractor shall not unlawfully discriminate against employees, applicants, or clients because of race, sex, sexual orientation, color, ancestry, religion or religious creed, national origin or ethnic group identification, mental disability, physical disability, medical condition (including cancer, HIV and AIDS), age (over 40), marital status, or use of Family and Medical Care Leave and/or Pregnancy Disability Leave in regard to any position for which the employee or applicant is qualified.

C. Reporting. Contractor shall report to District the filing in any court or with any administrative agency of any complaint or allegation of a violation of the provisions included in this Section during the term of the Agreement. Contractor must make the required report in writing within 30 days of such filing with a general description of the circumstances involved and the violation(s) alleged.

D. District Policies. Contractor shall comply with applicable District policies in effect at the time of execution of this Agreement and as they may be updated.

In the event of a conflict between the terms of this Agreement and any applicable law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

12. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials prepared by Contractor or subcontractors under this Agreement (collectively, "contract materials") shall become the property of District and shall be promptly delivered to District. The Contractor shall retain titles, rights, and interests in any underlying template documents and may make and retain copies of contract materials.

13. Records; Right to Monitor and Audit

Contractor shall maintain, at all times during the Agreement and for a period of three (3) years following, complete detailed records of the work performed under this Agreement. District and state and federal agencies shall have the right to monitor all work performed under this Agreement to assure that all applicable state and federal regulations are met. District and state and federal agencies shall have the right to audit all work, records, and procedures related to this Agreement to determine the extent to which the program is achieving its purposes and performance goals. District will have the right to review financial and programmatic reports and will notify Contractor of any potential federal and/or state exception(s) discovered during such examination. District will follow-up and ensure that the Contractor takes timely and appropriate action on all deficiencies.

14. Confidentiality of Information

All financial, statistical, personal, technical, or other data and information relative to the District's operations which are designated confidential by the District and made available to the Contractor to carry out services under this Agreement shall be protected by Contractor from unauthorized use and disclosure. Contractor shall notify District of any discovered instances of breaches of confidentiality.

Contractor agrees to maintain confidentiality of information and records as required by applicable federal, state, and local laws, regulations, and rules. Contractor shall promptly submit any and all requests, from whatever source, for copies of or access to any District confidential information.

Contractor may disclose District confidential information to its employees, agents, and subcontractors who have: (i) a need to know such confidential information in order to perform their duties under this agreement, as determined by an appropriate District official; and (ii) a legal duty to protect the District confidential information, which may arise under this Agreement or other applicable laws.

Contractor will ensure employees and subcontractors adopt and adhere to procedures to safeguard the confidentiality of such information. Contractor shall ensure that any subcontractors or agents receiving confidential information related to this Agreement agree to the same restrictions and conditions that apply to Contractor with respect to such information. Contractor agrees to hold District harmless from any breach of confidentiality, as set forth in the hold harmless provisions contained herein. Contractor shall be fully liable for the acts or omissions of its employees and subcontractors with respect to District confidential information. Any subcontract to perform services under this Agreement shall contain all provisions of this section.

Permission to disclose information on one occasion or at a public hearing held by District shall not authorize the Contractor to further disclose or disseminate such information.

Contractor shall not comment publicly regarding the Agreement or the District's actions on the same. Contractor shall not issue any news release or public relations item of any nature whatsoever regarding work performed or to be performed under this Agreement unless prior written consent is obtained from District.

15. General Health Measures and Conduct

Contractor shall be solely responsible for ensuring that the Contractor's employees or subcontractors are physically capable of performing the services described herein on District premises. The Contractor shall take all necessary measures to ensure that the Contractor's employees and sub-contractors receive sufficient training regarding contagious and infectious diseases and preventative measures to be taken within the workplace to protect the Contractor's employees and sub-contractors from exposure to or exposing others (including but not limited to District personnel and the public) to contagious and infectious diseases. Should the District or the Contractor observe any of their employees or sub-contractors exhibiting symptoms of a contagious and/or infectious disease (including but not limited to COVID-19) either prior to or during the performance of services on District premises, the Contractor shall immediately take measures to minimize or prevent exposure to District employees and/or the public consistent with government guidance and best practices. Such removal shall not be considered a basis for employee's claim for compensation or damages against the District, or any of its officers or agents. The employee shall not return to work on District premises until Contractor determines that the situation is resolved.

16. Governing Law; Jurisdiction; Venue

This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.

17. Notices

Any notice, request, demand, or other communication required or authorized under this Agreement shall be deemed to be properly given when:

- A. Delivered personally to the person below, as of the date of delivery; or

- B. Mailed to the physical address listed below by U.S. Mail or similar service, with postage prepaid and properly addressed, as of the date of postmark; or
- C. Emailed to the email address(es) below, as of the date a read receipt, an acknowledgement from the recipient, or other proof of delivery is received by the sender.
- D.

In the case of District, to:

Name, Title: Sarah Jones, Executive Director
Address: 11641 Blocker Drive, Suite 120, Auburn, CA 95603
Telephone: 530-390-6680
Email: sarah@placerrcd.org

In the case of Contractor, to:

Name, Title: **CONTRACTOR CONTACT NAME, TITLE**
Address: **ADDRESS**
Telephone: **000-000-0000**
Email: **EMAIL**

18. Conflicts of Interest

Contractor certifies that it has no current business or financial relationship with any District employee or official, or other District contract provider that could create a conflict with this Agreement and will not enter into any such business or financial relationships during the period of this Agreement. Contractor attests that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any legally prohibited personal financial interest or benefit which either directly or indirectly arises out of this Agreement. Contractor shall establish safeguards to prohibit employees or officers from using their positions for a purpose which could result in legally prohibited private gain or gives the appearance of being motivated for legally prohibited private gain for themselves or others, particularly those with whom they have family, business, or other ties. Contractor certifies that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or aid in the procuring of this Agreement. In addition, Contractor agrees that no such person will be employed in the performance of this Agreement without immediately notifying the District.

19. Licenses, Permits

Contractor represents and warrants to District that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for Contractor and/or its employees to practice its/their profession. Contractor represents and warrants to District that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for District and/or its employees to practice its/their profession at the time the services are performed.

Any agreements to subcontract services under this Agreement will contain this provision.

20. Non-Exclusivity

Nothing herein creates any exclusive arrangement between the Parties. This Agreement does not restrict District from acquiring similar, equal, or like goods or services from other sources.

21. Counterparts; Electronic Signature

This Agreement may be executed in duplicate counterparts. Each counterpart shall be an original and both together shall constitute but one and the same document. This Agreement shall not be deemed executed unless and until at least one counterpart bears the signatures of all parties' designated signatories.

In addition, this Agreement and future documents relating to this Agreement may be digitally signed in accordance with California law. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

SAMPLE

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the day first above stated:

CONTRACTOR NAME (“CONTRACTOR”)*

Signature

Print Name

Chair of the Board, President, or
 Vice President

Date: _____

Signature

Print Name

Secretary, Asst. Secretary,
 Chief Financial Officer, or Asst. Treasurer

Date: _____

**PLACER COUNTY RESOURCE
CONSERVATION DISTRICT** (“DISTRICT”)

Sarah Jones, Executive Director

Date: _____

Approved as to Form
Counsel for Placer County Resource
Conservation District

Date: _____

EXHIBITS:

Exhibit A: Scope of Services

Exhibit B: Payment Terms

Exhibit C: Policy Against Workplace Discrimination, Harassment and Retaliation

Exhibit D: Placer RCD Fire Policy for Operations

Exhibit E: Signatory's Legal Authority [if necessary - *]

*If Contractor is a corporation, the Agreement must be signed by two corporate officers, one from each category above. (See California Corporations Code § 313.) One signature will suffice, if the corporation's board of directors has passed a resolution that gives one person authority to sign. In that case, a copy of the most recent resolution must be attached to this Agreement.

If Contractor is another type of business entity, such as a partnership or limited liability company, the Agreement must be signed by an officer possessing the legal authority to bind the entity. A copy of a resolution, partnership agreement, operating agreement, or other evidence of authority must be attached to this Agreement.

**EXHIBIT A
SCOPE OF WORK**

SAMPLE

**EXHIBIT B
PAYMENT TERMS**

- I. **Schedule:** At minimum, invoices MUST be submitted to Placer RCD on a quarterly basis according to the schedule below, and MAY be submitted as frequently as every 14 days. Invoices shall not span fiscal quarters or fiscal years. (Placer RCD fiscal year is July 1 – June 30.)

Work Completed	Invoice Due
January 1 st – March 31 st	April 15
April 1 st – June 30 th	July 15
July 1 st – September 30 th	October 15
October 1 st – December 31 st	January 15

- II. **Format:** CONTRACTOR shall submit to RCD an invoice package containing the following:
1. An invoice cover sheet containing:
 - a. Vendor Company Name and Address
 - b. Billed to Placer Resource Conservation District
 - c. Invoice Date
 - d. Invoice Number
 - e. The contract number: (noted on Page 1 of this document)
 - f. The grant name and number: (noted on Page 1 of this document)
 - g. Dates that work was completed with the quarter that is being invoiced
 - h. Description of work completed and total number of acres treated delineated by practice (i.e. 2 acres of handwork, 2 acres of mastication etc.)
- III. **Submittal:** Invoices shall be submitted to:
- a. Donna Thomassen – donna@placerrcd.org
 - b. Kate Espinola – kate@placerrcd.org
 - c. Project Manager Name and email address

EXHIBIT E - Policy Against Workplace Discrimination, Harassment, and Retaliation

1.0 PURPOSE

The purpose of this Policy is to establish the Placer County Resource Conservation District's (Placer RCD, District) commitment to:

- a. Provide a work environment free from illegal discrimination, harassment, or retaliation for reporting or participating in the complaint and investigation process described in this Policy;
- b. Define conduct that violates this Policy; and
- c. Describe the procedure for investigating alleged violations and resolving substantiated violations of the Policy.

Because of the tremendous importance of maintaining a workplace free from any form of discrimination, harassment or retaliation as defined in this Policy, supervisors and managers must review this Policy with employees on an annual basis, typically but not necessarily at the time of employee's performance evaluation.

All jobs with the District are important to the members of our community. It is critical that all employees treat all other employees and members of the public with dignity and respect. Because of the unique circumstances present in many District jobs, it is the responsibility of each and every employee, supervisor, manager and elected or appointed official to make all reasonable efforts to prevent inappropriate behavior from occurring in the workplace. The District will take all reasonable steps to prevent discrimination, harassment, and retaliation as defined in this policy. The District strongly encourages all individuals to use the Complaint Procedure described in this Policy to report perceived violations of this Policy.

This Policy applies to all terms and conditions of employment, including but not limited to hiring, placement, promotion, disciplinary action, layoff, reinstatement, transfer, leave of absence, compensation, and training. The Policy also prohibits retaliation against an employee for participating in or accessing rights under any pertinent local, State, and/or Federal law or legally mandated program that includes a non-retaliation clause.

2.0 POLICY

The Placer RCD will not tolerate discrimination, harassment, or retaliation, as defined in this Policy, of an employee, job applicant, unpaid intern, volunteer, or member of the public, by an employee, supervisor, manager, elected or appointed official, or CONTRACTOR.

Employees, supervisors, or managers found to have violated this Policy, may be subject to disciplinary action up to and including termination from employment. Any official, unpaid intern, volunteer, or person providing services to the District pursuant to a contract and who is found to have violated this Policy will be subject to appropriate sanctions.

3.0 RESPONSIBILITIES

a. ELECTED OR APPOINTED OFFICIALS

It is the responsibility of elected or appointed officials to conduct themselves in a manner that fully conforms to this Policy.

b. MANAGEMENT

It is the responsibility of management to enforce this Policy, provide for training for all employees, and to ensure that any violation of this Policy is resolved fairly, quickly, and impartially. It is also the responsibility of all managers to conduct themselves in a manner that fully conforms to this Policy.

c. SUPERVISORS

It is the responsibility of all supervisors and managers to enforce this Policy, to annually review this Policy with each of their staff to ensure full understanding of this Policy and to regularly monitor the workplace to ensure compliance with this Policy. It is also the responsibility of all supervisors and managers to report perceived violations of this Policy to management immediately. It is also the responsibility of all supervisors to conduct themselves in a manner that fully conforms to this Policy.

d. EMPLOYEES

It is the responsibility of all employees to know and to conduct themselves in a manner that fully conforms to this Policy. Every employee must treat the public, other employees and CONTRACTORS with dignity and respect. It is the responsibility of each employee to respond fully and truthfully to all questions posed during an investigation into alleged conduct prohibited by this Policy. It is the responsibility of each employee to maintain the confidentiality of investigations conducted

pursuant to this Policy by not disclosing the substance of any investigatory interview except as provided in this Policy.

e. PERSONS PROVIDING SERVICES PURSUANT TO CONTRACT

It is the responsibility of each and every person providing services pursuant to a contract with the District (CONTRACTOR) to know and conduct themselves in a manner that fully conforms to this Policy. It is imperative that every CONTRACTOR treat each and every employee, member of the public and CONTRACTORS, with dignity and respect. It is the responsibility of each CONTRACTOR to respond fully and truthfully to all questions posed during an investigation into alleged conduct prohibited by this Policy. It is the responsibility of each CONTRACTOR to maintain the confidentiality of investigations conducted pursuant to this Policy by not disclosing the substance of any investigatory interview, including the questions asked and the answers given.

4.0 DEFINITIONS

For purposes of this Policy, “discrimination”, “harassment”, and “retaliation” are defined below.

a. DISCRIMINATION PROHIBITED

When an employee, job applicant, volunteer, or CONTRACTOR is appointed, demoted, removed or in any way favored or disfavored because of race, ancestry, religion or religious creed, color, age, sex, sexual orientation, gender, gender identity, gender expression, genetic information, national origin, marital status, medical condition, disability, military and veteran status, pregnancy, childbirth and related medical conditions, or any other classification protected by Federal, State or local laws including the Civil Service Enabling Ordinance, unless there is a legitimate basis for doing so under Federal, State or local law, such as a bona fide occupational

qualification.

b. HARASSMENT

Any conduct as defined below based on race, ancestry, religion or religious creed, color, age, sex, sexual orientation, gender, gender identity, gender expression, genetic information, national origin, marital status, medical condition, disability, military and veteran status, pregnancy, childbirth and related medical conditions, denial of family and medical care leave, or any other classification protected by Federal, State or local law or ordinance. Harassment may be verbal, physical, or visual and will be evaluated by whether or not a reasonable person would have considered the conduct to be harassing.

- i. Verbal or Written Harassment - Epithets, derogatory comments, slurs, propositioning, or otherwise offensive words or comments on the basis of any characteristic described above. Verbal harassment includes, but is not limited to, inappropriate comments on appearance, including dress or physical features, sexual rumors, code words, and derogatory stories. It may include written communications including e-mail, text message, and social media.
- ii. Physical Harassment - Impeding or blocking movement, leering, or the physical interference with normal work, privacy or movement when directed at an individual on the basis of any characteristic described above. Physical harassment includes but is not limited to pinching, patting, grabbing, inappropriate gestures, or making explicit or implied threats or promises for submission to physical acts.
- iii. Visual Forms of Harassment - Derogatory, prejudicial, stereotypical or otherwise offensive posters, photographs, cartoons, notes, bulletins, drawings, images or pictures on the basis of any characteristic described above. Visual harassment includes but is not limited to both posted material and material maintained in or on District equipment or personal property in the workplace.

c. RETALIATION FOR PROTECTED ACTIVITY

Negative treatment of a person because they have initiated or pursued a complaint under this Policy; filed a complaint addressing conduct prohibited by this Policy with any outside entity; or provided information, or assisted in any way in an investigation of conduct prohibited by this Policy as the person making the complaint and includes the person against whom the complaint is made, a witness or the investigator (collectively referred to as "protected activity"). Negative treatment includes, but is not limited to, unprofessional treatment, such as spreading rumors, refusing to perform work duties, interfering with a person's ability to perform work duties, and other disrespectful, rude, or inappropriate conduct related to an individual's protected activity. Protected activity does not include providing intentionally false information with respect to Policy complaints and investigations or refusing to cooperate in an investigation or redressing a complaint of discrimination, harassment and/or retaliation.

5.0 COMPLAINT PROCEDURE

a. CONFRONTATION

Individuals are encouraged but not required to communicate concerns to the offending party before

initiating this Complaint Procedure. Persons may, at any time, bring a complaint directly to any management employee, regardless of whether that employee is in the complaining party's chain of command, to the Executive Assistant, the Executive Director or designee, Board Chair and/or to the Department of Fair Employment and Housing or the Equal Employment Opportunity Commission.

b. RESPONSIBILITY OF MANAGER/SUPERVISOR TO REPORT

Any supervisor, manager who observes or becomes aware of conduct that may violate this Policy must notify the Executive Director or designee immediately.

c. FILING OF A COMPLAINT

Any employee or CONTRACTOR, who believes someone has violated this Policy should immediately, and preferably no later than 30 calendar days of the alleged incident, contact one of the following:

- i. Supervisor or manager
- ii. The Executive Assistant
- iii. The Executive Director or their designee
- iv. Board Chair

If someone other than the Executive Director is contacted, the Executive Director should be notified as soon as possible. The Executive Director will provide a Complaint Form to the complainant. This form should be completed, signed, and returned within five (5) calendar days after issuance. In the alternative, the Executive Director will process an oral complaint.

Complaints alleging a violation of this Policy will be followed by a fair, complete, and timely investigation. Upon receipt of a complaint, the Executive Director will review the complaint to determine if it alleges conduct that would violate this Policy. If so, they will contact the alleged violator(s) to inform him/her that a complaint has been received. The Executive Director will promptly initiate an investigation of the complaint or determine that the complaint does not properly come within the Policy. If for any reason the Executive Director or designee determines that immediate action should be taken to separate the involved parties, they will immediately take the appropriate action to do so.

The appointing authority is authorized to immediately take all appropriate actions in this circumstance, including but not limited to, transfer of an employee to another work location or placing an employee on administrative leave.

d. INVESTIGATION, REPORT AND FINDINGS

The Executive Director may investigate the formal complaint or contract with an outside consultant to investigate after consultation with County Counsel. To ensure that the investigation is impartial, prompt, thorough, and is reasonable in depth, the Executive Director will determine the scope of the investigation based, in part, on the recommendations made by the investigator and the allegations made by the complainant. The Executive Director may provide the investigator with investigation or reporting guidelines. The investigation may include interviews with the complainant, the alleged violator(s), and any other persons determined to have relevant knowledge concerning the complaint. Any individual who refuses to fully cooperate in an investigation under this Policy may be subject to discipline, up to and including termination of employment.

Information gathered through the investigation will be reviewed to determine whether there were any violations of this Policy, or any other District policy or procedure.

The Executive Director will provide notification of the investigation to the complainant and the alleged violator(s) when complete, and where appropriate, their manager or supervisor(s) will be notified. While every effort will be made to complete the investigation within thirty (30) working days from commencement, the Executive Director may extend the time requirement set forth in this procedure when they determine it is in the best interest of fairness and justice to the parties involved. The Executive Director may also meet with the affected parties to facilitate the return of a professional working environment to the workplace.

6.0 REMEDIAL OR DISCIPLINARY ACTION

If the Executive Director determines violations of this Policy have occurred, they will consult with legal Counsel and will recommend to the appointing authority and the prompt and effective remedial action to be taken against the violator(s). The District may also take disciplinary action against any manager or supervisor who condones or ignores potential violations of this Policy or who otherwise fails to take appropriate action to enforce this Policy. Any disciplinary action will be commensurate with the severity of the offense, up to and including termination from employment. If discipline is imposed, the nature and extent of the discipline will not be divulged to the complainant. Any official, CONTRACTOR or volunteer found to be responsible for violating this Policy will be subject to appropriate sanctions.

7.0 CONFIDENTIALITY

Any complaint filed pursuant to this Policy and any investigation of such complaint, will be kept confidential to the fullest extent possible in accordance with applicable Federal, State and local law.

- a. The District recognizes that confidentiality is important to all parties involved in an investigation initiated under this Policy. Complete confidentiality may not be possible, however, due to the need to fully investigate and take effective remedial action.
- b. An individual who is interviewed during the course of an investigation may be prohibited from discussing the substance of the investigation with anyone other than their legal representative. Any individual who discusses the content of an investigatory interview after being directed to maintain confidentiality may be subject to discipline, up to and including termination.
- c. The Executive Director is the authorized custodian of record for all written investigation materials. Prior to the Executive Director's determination as to whether the Policy has been violated, only the Executive Assistant or the Executive Director's designee may release any written investigation materials, and then only to those involved in the investigation, determination of Policy violation, or other activities under this Policy. After determination as to whether the Policy has been violated, the District will not disclose a completed investigation report, except as it deems necessary to support a disciplinary action; to the supervisor or manager of the complainant, alleged violator, or investigative witness, for the purpose of taking any remedial action; to defend its position in adversarial legal proceedings; or to comply with a court order. The Executive Director will retain investigation reports, including all written and recorded investigation materials in a confidential manner for or as long as the subject of the investigation is employed by the District and for 5 years following the subject of the investigation's separation from District employment.

8.0 LIMITATIONS

The use of this procedure is limited to complaints related to discrimination, or harassment in the workplace on the basis of race, ancestry, religion or religious creed, color, age, sex, sexual orientation, gender, gender identity, gender expression, genetic information, national origin, marital status, medical condition, disability, military and veteran status, pregnancy, childbirth and related medical conditions, denial of family and medical care leave, or any other classification protected by Federal, State or local law or ordinance.

9.0 DISTRIBUTION

This policy will be disseminated to all employees, unpaid interns, volunteers, supervisors, managers, elected or appointed officials, and CONTRACTORS of the Placer RCD. Any questions concerns or comments related to this Policy should be directed to the Executive Director or their designee.

DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING EQUAL EMPLOYMENT OPPORTUNITY COMMISSION COMPLAINT PROCESS

An individual may also file a complaint with the agencies listed below:

DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING

2218 Kausen Drive, Suite 100 Elk Grove, California 95758

The Department of Fair Employment and Housing does not accept complaints filed for investigation by mail. To file a complaint please call one of the toll-free numbers below or file on- line at www.dfeh.ca.gov.

Employment/Public Accommodations:

1-800-884-1684 TTY: 1-800-700-2320 (Within California)

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

350 The Embarcadero, Suite 500 San Francisco, California 94105-1260

EEOC's customer service representatives are available to assist in many languages between 8:00 a.m. and 8:00 p.m. Eastern Time. An automated system with answers to frequently asked questions is available on a 24-hour basis. You can reach EEOC:

By phone: 1-800-669-4000

If you have a TTY device for hearing impaired: TTY number is 1-800-669-6820

EXHIBIT F - Placer RCD Fire Policy for Operations

2023

The Placer Resource Conservation District's (RCD) Fire Policy (Policy) applies to all CONTRACTORS, lessees, permittees, and all other persons and entities who are engaged in vegetation/tree removal on lands owned or managed by RCD or other public &/or private lands on behalf of RCD, including all of their employees and/or subCONTRACTORS (collectively, CONTRACTOR). This Policy mandates certain equipment to be deployed, procedures to be followed, and preventive measures to be taken depending on the type of activity in which CONTRACTOR is engaged.

Intent - This Policy ensures CONTRACTOR is aware of, and complies with, the State of California's (State) fire prevention laws and additional fire preventive measures required by RCD. CONTRACTOR should recognize conditions that heighten fire risk. CONTRACTOR should take the appropriate precautionary measures to avoid a fire and be properly equipped and prepared to take appropriate action in the event of a fire.

Compliance with the Public Resources Code - The California Public Resources Code (PRC) contains many provisions to reduce the risk of fire. The PRC is incorporated into this policy by reference.

Effective Period - In addition to requirements of the PRC, the **Effective Period** for all additional requirements of this Policy shall be determined by the RCD Executive Director or Project Manager.

State Fire Prevention Laws

Public Resources Code, Division 4, Chapter 6.

4427. Operation of fire causing equipment. During any time of the year when burning permits are required (per PRC § 4423) in an area pursuant to this article, no person shall use or operate any motor, engine, boiler, stationary equipment, welding equipment, cutting torches, tarpots, or grinding devices from which a spark, fire, or flame may originate, which is located on or near any forest-covered land, brush-covered land, or grass-covered land, without doing both of the following:

(a) First clearing away all flammable material, including snags, from the area around such operation for a distance of 10 feet.

(b) Maintain one serviceable round point shovel with an overall length of not less than forty-six (46) inches and one backpack pump water-type fire extinguisher fully equipped and ready for use at the immediate area during the operation.

This section does not apply to portable power saws and other portable tools powered by a gasoline-fueled internal combustion engine.

4428. Use of hydrocarbon powered engines near forest, brush or grass covered lands without maintaining firefighting tools. No person, except any member of an emergency crew or except the driver or owner of any service vehicle owned or operated by or for, or operated under contract with, a publicly or privately owned utility, which is used in the construction, operation, removal, or repair of the property or facilities of such utility when engaged in emergency operations, shall use or operate any vehicle, machine, tool or equipment powered by an internal combustion engine operated on hydrocarbon fuels, in any industrial operation located on or near any forest, brush, or grass-covered land between April 1 and December 1 of any year, or at any other time when ground litter and vegetation will sustain combustion permitting the spread of fire, without providing and maintaining, for firefighting purposes only, suitable and serviceable tools in the amounts, manner and location prescribed in this section.

(a) On any such operation a sealed box of tools shall be located, within the operating area, at a point accessible in the event of fire. This fire toolbox shall contain: one backpack pump-type fire extinguisher filled with water, two axes, two McLeod fire tools, and a sufficient number of shovels so that each employee at the operation can be equipped to fight fire.

(b) One or more serviceable chainsaws of three and one-half or more horsepower with a cutting bar 20 inches in length or longer shall be immediately available within the operating area, or, in the alternative, a full set of timber-

felling tools shall be located in the fire toolbox, including one crosscut falling saw six feet in length, one double-bit ax with a 36-inch handle, one sledge hammer or maul with a head weight of six, or more, pounds and handle length of 32 inches, or more, and not less than two falling wedges.

(c) Each rail speeder and passenger vehicle, used on such operation shall be equipped with one shovel and one ax, and any other vehicle used on the operation shall be equipped with one shovel. Each tractor used in such operation shall be equipped with one shovel.

(d) As used in this section:

(1) "Vehicle" means a device by which any person or property may be propelled, moved, or drawn over any land surface, excepting a device moved by human power or used exclusively upon stationary rails or tracks.

(2) "Passenger vehicle" means a vehicle which is self-propelled and which is designed for carrying not more than 10 persons including the driver, and which is used or maintained for the transportation of persons, but does not include any motor truck or truck tractor.

4431. Gasoline powered saws, etc.; firefighting equipment. During any time of the year when burning permits are required in an area pursuant to this article, no person shall use or operate or cause to be operated in the area any portable saw, auger, drill, tamper, or other portable tool powered by a gasoline-fueled internal combustion engine on or near any forest-covered land, brush-covered land, or grass-covered land, within 25 feet of any flammable material, without providing and maintaining at the immediate locations of use or operation of the saw or tool, for firefighting purposes one serviceable round point shovel, with an overall length of not less than 46 inches, or one serviceable fire extinguisher. The Director of Forestry and Fire Protection shall by administrative regulation specify the type and size of fire extinguisher necessary to provide at least minimum assurance of controlling fire caused by use of portable power tools under various climatic and fuel conditions. The required fire tools shall at no time be farther from the point of operation of the power saw or tool than 25 feet with unrestricted access for the operator from the point of operation.

4442. Spark arresters or fire prevention measures; requirement; exemptions.

(a) Except as otherwise provided in this section, no person shall use, operate, or allow to be used or operated, any internal combustion engine which uses hydrocarbon fuels on any forest-covered land, brush-covered land, or grass-covered land unless the engine is equipped with a spark arrester, as defined in subdivision (c), maintained in effective working order or the engine is constructed, equipped, and maintained for the prevention of fire pursuant to Section 4443.

(b) Spark arresters affixed to the exhaust system of engines or vehicles subject to this section shall not be placed or mounted in such a manner as to allow flames or heat from the exhaust system to ignite any flammable material.

(c) A spark arrester is a device constructed of nonflammable materials specifically for the purpose of removing and retaining carbon and other flammable particles over 0.0232 of an inch in size from the exhaust flow of an internal combustion engine that uses hydrocarbon fuels or which is qualified and rated by the United States Forest Service.

(d) Engines used to provide motive power for trucks, truck tractors, buses, and passenger vehicles, except motorcycles, are not subject to this section if the exhaust system is equipped with a muffler as defined in the Vehicle Code.

(e) Turbocharged engines are not subject to this section if all exhausted gases pass through the rotating turbine wheel, there is no exhaust bypass to the atmosphere, and the turbocharger is in effective mechanical condition.

(f) Motor vehicles when being operated in an organized racing or competitive event upon a closed course are not subject to this section if the event is conducted under the auspices of a recognized sanctioning body and by permit issued by the fire protection authority having jurisdiction.

NOTE: per RCD policy, no smoking is allowed within the project area.

Additional Preventive Measures Required by RCD

The Effective Period of RCD's **additional requirements** under this Policy shall be determined by the RCD Executive Director or Project Manager. RCD's Effective Period may be waived or invoked under specific conditions identified by the RCD Executive Director or Project Manager. The RCD Executive Director or Project Manager shall notify **CONTRACTOR**, verbally **and** in writing, of the Effective Period start date. The suspension of this fire policy for operations will be based on one or more of the following conditions:

- Current weather conditions (accumulated snow on the ground, significant rainfall, sub-freezing temperatures) and spot forecasts.
- Lifting of the burn ban by CAL FIRE
- Closure of fire season via news release or other public announcement by CAL FIRE

Definitions and Conditions

Brush and Blade Guards – **CONTRACTOR** shall ensure that operators clean out guards at least every two hours during operations to prevent the build-up of vegetative material.

Communication Devices - On site of every operation, **CONTRACTOR** shall possess a communication device that is capable of contacting fire dispatch within 15 minutes either directly or indirectly through other contacts.

Designated Patrolman – For mastication, walking patrols described under Table 1 must be conducted by a Designated Patrolman who has no other duties to complete during the requisite patrol period. Designated Patrolmen must be equipped as described in the “Foot Patrol” section at the bottom of Table 1.

Fire Inspections - An RCD representative may conduct random fire inspections on each operation and will use the attached “CONTRACTOR Fire Protection Checklist” (Checklist) to assess whether **CONTRACTOR** is compliant with this Policy. The RCD Representative will provide a copy of a completed Checklist to **CONTRACTOR** and place another copy in the RCD file for that operation. If the RCD Representative observes that **CONTRACTOR** is not in compliance with all items of the Checklist, **CONTRACTOR** shall immediately correct the operations so they are complaint, and RCD shall have the right to suspend **CONTRACTOR**’s operation while **CONTRACTOR** makes all necessary corrections.

Fire Plan and Crew Training – All crew members shall be aware of the tools available for fighting fire and the location of those tools. Refer to the checklist at the end of this fire policy for a list of required firefighting tools. Crew members shall be made aware of what to do in case of fire. In the case of ignition and subsequent fire resulting from project activities, **CONTRACTOR** shall immediately call 911 dispatch and notify emergency resources of the fire, regardless of size or intensity. RCD recommends that one crew member be responsible for calling fire dispatch in the event of a fire. RCD highly recommends crew training and fire drills.

Fire Pumpers/Water Tenders/Skidgines/Tri-Max 30 - Mastication requires either a water tender, a fire pumper or Skidgine with a minimum capacity of 250 gallons and 200 feet of minimum 1 inch hose, or a compressed air foam TRI-MAX 30 or comparable suppression unit, located on each active operation. The fire pumper, Skidgine, and/or water tender shall be in working order and capable of delivering water under sufficient pressure at 200 feet to properly operate a standard fire nozzle.

Fire Tools – Per the PRC, **CONTRACTOR** shall keep a shovel and five-gallon water backpack fire extinguisher or other fire extinguisher in the vicinity of chainsaw operations at all times.

Fire Weather Checks and Restrictions – **CONTRACTOR** shall determine if a Red Flag Warning is in effect for the project area using the following link: <https://www.wrh.noaa.gov/fire2/cafw/>. Should the **CONTRACTOR** be aware through contact with CAL FIRE, National Weather Service public service radio announcements, other fire weather web sites, or through RCD notification that “Red Flag Warning” conditions have been issued and are in effect for the **CONTRACTOR**’s area of operations, **CONTRACTOR shall suspend mastication and chainsaw use until the Red Flag is over.** Refer to Table 1 below for weather-related activity restrictions.

Table 1. Requirements for Fire Weather Conditions. NOTE: The conditions of the table shall always apply. However, **CONTRACTOR** is responsible for coordinating with the District Project Manager regarding on-site weather conditions. District may suspend work or place similar restrictions if local weather poses an increased risk of fire, as determined by the District.

Condition	PROCEDURES AND RESTRICTIONS
Fire Weather Watch	On days declared by CAL FIRE to be “Fire Weather Watch” days, in-woods chainsaw and chipping operations must be suspended at 1:00 P.M. and a walking foot patrol for 1 continuous hour is required over all areas operated that day. Chainsaw use may continue past 1:00 PM if a walking foot patrol is conducted once every hour on all areas operated that day, with patrols commencing at 10:00 AM and continuing for <u>1 continuous hour</u> after cessation of operations. Mastication is not permitted, unless District Project Manager explicitly allows for mastication based on on-site conditions*. On Fire Weather Watch days, CONTRACTOR shall designate an On-site Supervisor who is capable of receiving notices, taking action, and directing a response to a fire.
Red Flag	All in-woods chainsaw or chipping operations and mastication are prohibited . Piling of previously cut material is acceptable.

*To allow for continued use of motorized equipment in a vegetated area, District Project Manager or representative may evaluate on-site weather with a Kestrel or similar device. Generally, continuation of work will be re-evaluated if Relative Humidity drops below 20%, temperatures are above 100 degrees Fahrenheit, or wind speeds are above 10 mph (eye level), or any combination of the three. If District Project Manager is not available to evaluate weather conditions, CONTRACTOR may do so with explicit permission of the District Project Manager and a written record of conditions recorded, including date and time evaluated.

Foot Patrol - The individual doing the walking foot patrol shall carry a round point shovel for the entirety of the patrol period. The patrol shall also have a vehicle parked within or as close as possible to the patrolled area, and the vehicle shall be equipped to fight fire with **all** the following:

1. A serviceable 5-gallon backpack pump filled with water,
2. A round point shovel or McLeod fire tool,
3. Either an axe or a serviceable chainsaw with a minimum 20-inch bar, and
4. Communications equipment capable of summoning additional fire suppression resources and reporting within 15 minutes to the agency responsible for fire suppression.
5. In situations where the individual doing the walking foot patrol is the only person on the operation and a fire is detected, the individual will take immediate action to contain and suppress the fire. When the fire is contained, the individual will promptly report the fire to the agency responsible for fire suppression.

RCD - CONTRACTOR Fire Protection Checklist

CONTRACTOR: _____ Project: _____ On-site sup. _____

<u>1. Fire Tools per PRC</u>			<u>COMMENTS</u>
Located close to area of operation	Y	N	_____
Backpack type fire extinguisher filled with water	Y	N	_____
2 axes	Y	N	_____
2 McLeod fire tools	Y	N	_____
Sufficient # of shovels so that each employee at the operation can be equipped to fight fire	Y	N	_____
1 or more serviceable chainsaws with at least a 20" bar and 3½ horsepower Note: (or in area of ops)	Y	N	_____
 <u>2. Fire Pumper or Water Tender with communications and 200 feet of minimum 1" hose / TriMax 30*</u>			
Located on project area	Y	N	_____
Filled with water	Y	N	_____
In operating condition	Y	N	_____
<u>3. Vehicles</u> - Each vehicle has a shovel and axe	Y	N	_____
<u>4. Equipment</u> - All equipment has a shovel and 5 gal backpack	Y	N	_____
 <u>5. Chainsaw Operators</u>			
Chainsaws equipped with spark arrester	Y	N	_____
Fire extinguisher or shovel within 25' of operation	Y	N	_____
 <u>6. Inspection for Fire</u>			
Is walking foot patrol being conducted?	Y	N	_____
Designated Patrolman for Fire Weather Watch Days	Y	N	_____

Deficiencies shall be corrected immediately and may result in the suspension of operations.

CONTRACTOR: _____ RCD: _____
Date: _____ Date: _____

*If CONTRACTOR does not have this equipment, they must have one full 5 gal. backpack type fire extinguisher per crew member within 200 feet of project operations at all times. RCD may require CONTRACTOR to arrange for outside vendors to provide fire suppression resources as needed based on fire weather conditions.

EXHIBIT G – Mitigated Negative Declaration

EXHIBIT H – Treatment Specifications

Vegetation Type/Location	Size	Inside Dripline Spacing	Outside Dripline Spacing (includes trees of all sizes)	Canopy retention	Pruning (up to height of 8 feet from base of tree on uphill side)
Conifer	Less than 12 inches DBH	Remove 100% within dripline of tree larger than 12 inches DBH	17 feet average between leave trees	Maintain 50% of existing	<ul style="list-style-type: none"> • All dead, weakened, diseased, or dangerous limbs • Limbs encroaching access • Live limbs less than 4 inches, or to 50% live crown, whichever is less
	Greater than 12 inches DBH	Do not cut	No cut, except for dead and dying hazard trees designated by RCD Project Manager or designee	Maintain 100% of existing	<ul style="list-style-type: none"> • All dead, weakened, diseased, or dangerous limbs • Limbs encroaching access • Live limbs less than 4 inches, or to 50% live crown, whichever is less
Hardwoods	Less than 6 inches DBH	Remove 100% within dripline of tree larger than 12 inches DBH	17 feet average between leave trees	Maintain 50% of existing	<ul style="list-style-type: none"> • All dead, weakened, diseased, or dangerous limbs • Limbs encroaching access • When feasible, perform pruning during the winter dormant period for deciduous species and during July and August for evergreen species.
	Greater than 6 inches DBH	Do not cut	No cut, except for dead and dying hazard trees designated by RCD Project Manager or designee	Maintain 100% of existing	<ul style="list-style-type: none"> • All dead, weakened, diseased, or dangerous limbs • Limbs encroaching access • When feasible, perform pruning during the winter dormant period for deciduous species and during July and August for evergreen species.
Brush Including poison oak and blackberry	All	Remove 100% within dripline of any tree	<ul style="list-style-type: none"> • In hardwood or conifer dominated areas, retain 100 to 400 square foot patches spaced 150 feet apart • In shrub dominated areas, retain 1 shrub every 30 feet • Remove all brush within 25 feet from existing road 	<p>Outside Watercourse Protection Zone - No canopy retention requirement.</p> <p>Inside Watercourse Protection Zone – Maintain 50% of existing</p>	No pruning
Dead standing conifers, hardwoods, and brush	Less than 12 inches DBH	Remove 100% within dripline of any tree	Remove 100% outside dripline of any tree	Not applicable	Not applicable
	Greater than 12 inches DBH	No cut, except for dead hazard trees designated by RCD Project Manager or designee	No cut, except for dead hazard trees designated by RCD Project Manager or designee	Not applicable	<ul style="list-style-type: none"> • All dead, weakened, diseased, or dangerous limbs
Woody debris	Greater than 1 inch diameter, less than 14 inch diameter	Remove 100% within dripline of any tree	Remove 100% outside dripline of any tree	Not applicable	Not applicable
All marked with pink “DO NOT CUT” flagging	All	Do not cut	Do not cut	Do not cut	Do not cut

General Treatment Specifications

- Trees and brush shall be cut as close to the ground as possible. Residual brush stumps shall not be taller than 4 inches. Residual tree stumps should be as low as possible, but not taller than 6 inches on the uphill side.
- All material generated by chipping shall be spread to a material depth not to exceed 6 inches except for areas where removal is required.
- All material generated by mastication shall be masticated to a material depth not to exceed 6 inches. Piece size of masticated material shall not exceed 18 inches in length.
- All cut vegetation shall be kept within the project boundaries. Vegetation falling into ditches, streams, roads, road banks, adjacent properties, or trails shall be immediately removed.

- Project boundaries are clearly flagged in fluorescent orange or surrounded by clear road boundaries. Work areas will be outlined by the Project Manager prior to beginning work. Work shall not occur outside of project boundaries. If there is a question on location of project boundaries, Contractor shall contact the Project Manager prior to working in an area where the boundary is not clearly delineated.
- All equipment, including machinery, chainsaws and hand tools, must be cleaned before entering the Project area to prevent spread of noxious weeds and pathogens. This also applies when moving from an area with a large population of weeds to an area where noxious weeds have not yet colonized. Contractor will work with Project Manager to coordinate work to avoid the spread of invasive species.
- Contractor shall abide by the RCD Fire Policy – see Exhibit F.

EXHIBIT I – Hazard Tree List

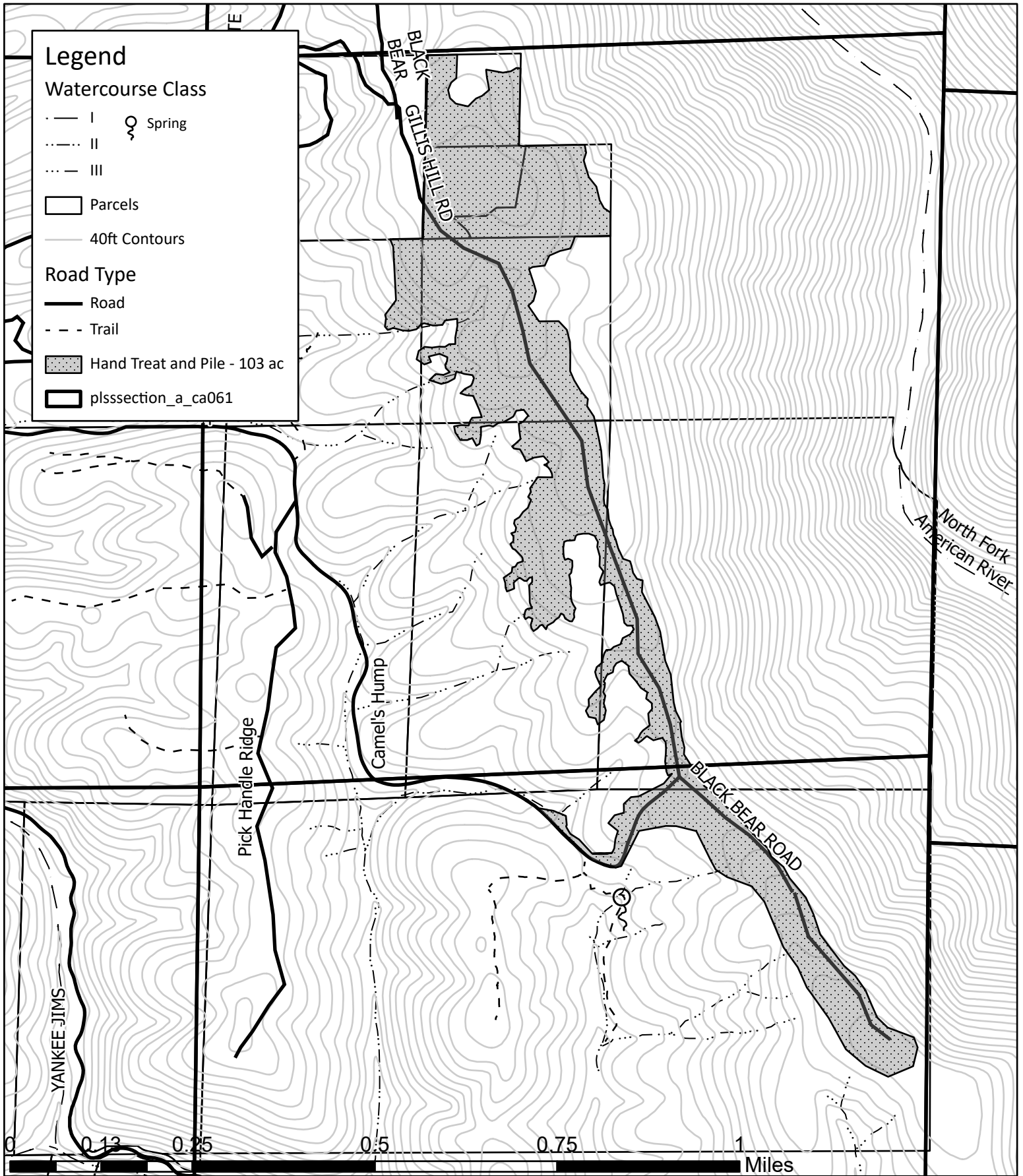
TreeNum	Species	DBH	Height	Notes
1	PP	23	80	Recommend pulling over. No sound holding wood.
2	BO	20	80	
3	DF	23	100	
4	SP	36	125	
5	DF	14	75	
6	DF	23	100	
7	DF	19	100	
8	DF	19	100	
9	DF	17	50	Decayed. Supported by adjacent tree.
10	PP	20	90	
11	PP	16	90	
12	SP	19	72	
13	DF	22	79	
100	PP	17	71	
101	PP	17	73	
102	PP	23	89	
103	PP	19	82	
104	PP	22	80	
105	DF	34	81	Has cavity nest hole on NE side of snag. Remove outside of nesting season or conduct survey
106	DF	14	57	
107	DF	18	75	
108	PP	22	76	
109	PP	22	73	
110	PP	22	100	
111	DF	15	66	
112	PP	26	100	
113	DF	39	115	
114	DF	30	110	
115	DF	26	95	
116	DF	32	104	
117	DF	37	100	

TreeNum	Species	DBH	Height	Notes
118	PP	27	121	
119	PP	15	108	
120	PP	19	122	
121	PP	27	117	
122	PP	20	114	
123	PP	27	112	
124	PP	21	104	
125	PP	29	128	
126	PP	13	61	
127	PP	14	65	
128	PP	13	48	
129	PP	16	67	
130	PP	34	124	
131	PP	34	122	
132	PP	41	123	
201	DF	14	65	
202	DF	20	70	
203	DF	13	53	
204	DF	1	70	Oak snag leaning up against it - also needs to be cut
205	PP	20	96	
206	PP	18	70	
207	PP	20	100	
208	PP	20	95	
209	PP	17	80	
210	PP	14	75	
211	PP	15	87	
212	PP	23	111	
213	PP	26	95	
214	PP	0	100	
215	PP	17	53	
216	PP	19	98	
217	PP	14	80	
218	PP	7	82	

TreeNum	Species	DBH	Height	Notes
219	SP	19	60	
220	DF	13	55	
229	DF	26	80	
230	DF	25	90	
231	PP	26	80	
232	PP	21	120	
233	PP	21	115	
234	PP	17	83	

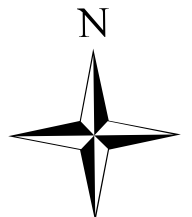
EXHIBIT J – ANSI 300 Pruning Standard

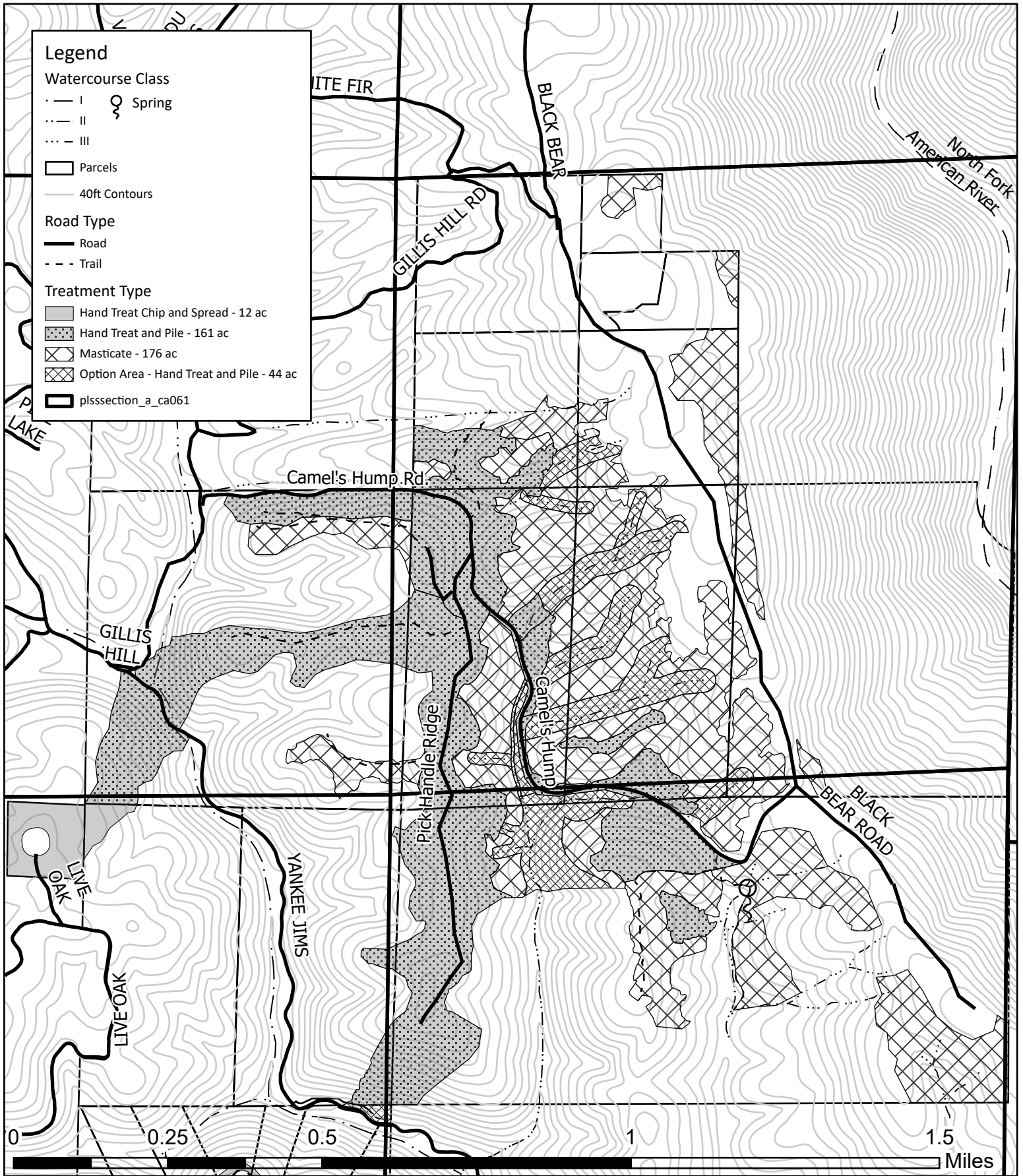
EXHIBIT K – International Society of Arboriculture Best Management Practices, Pruning 3rd Edition (2019)



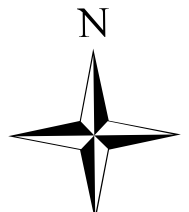
NFARSFB Phase II RFP

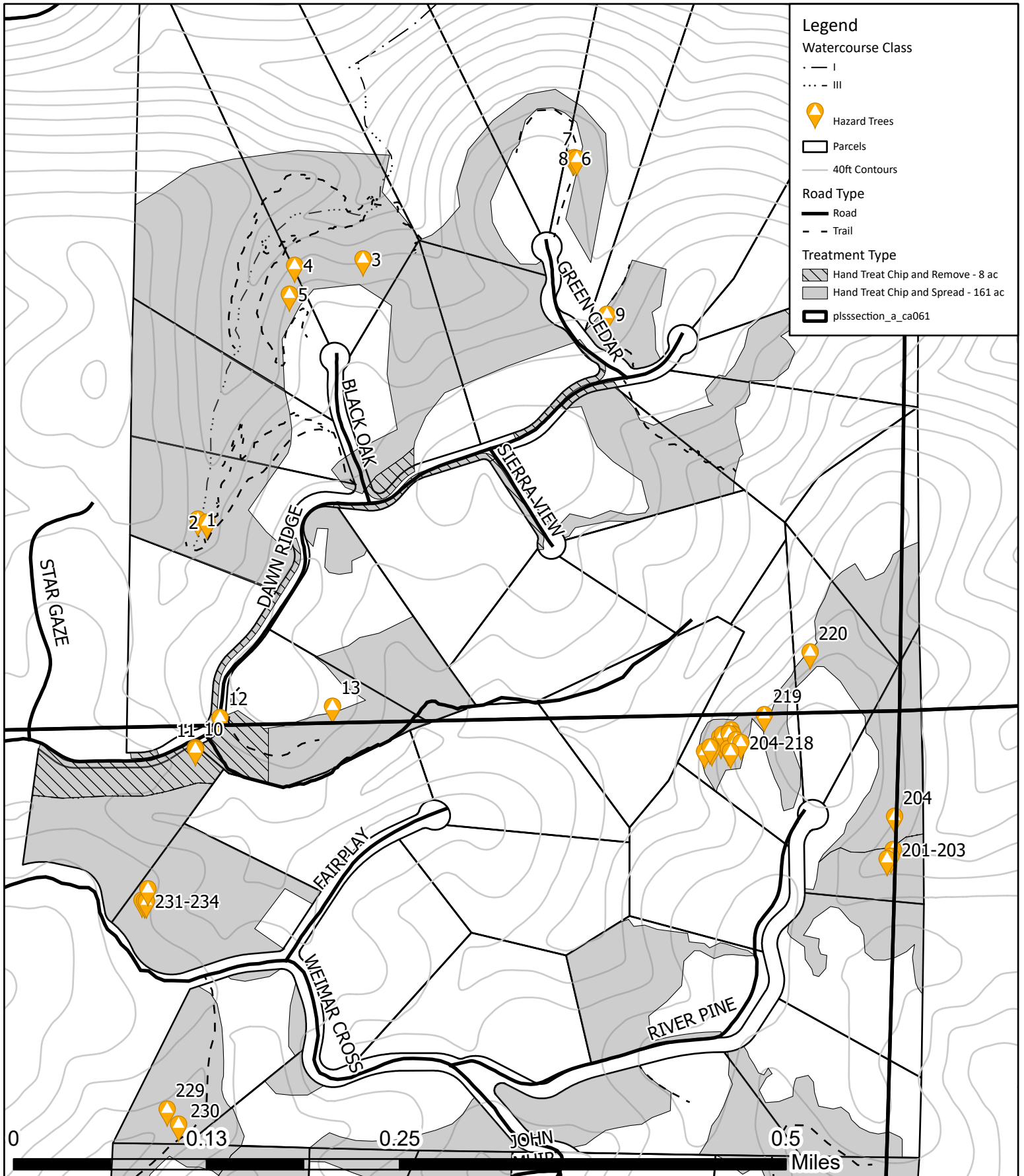
Treatment Zone 1



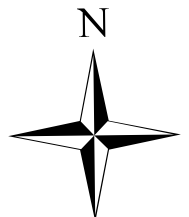


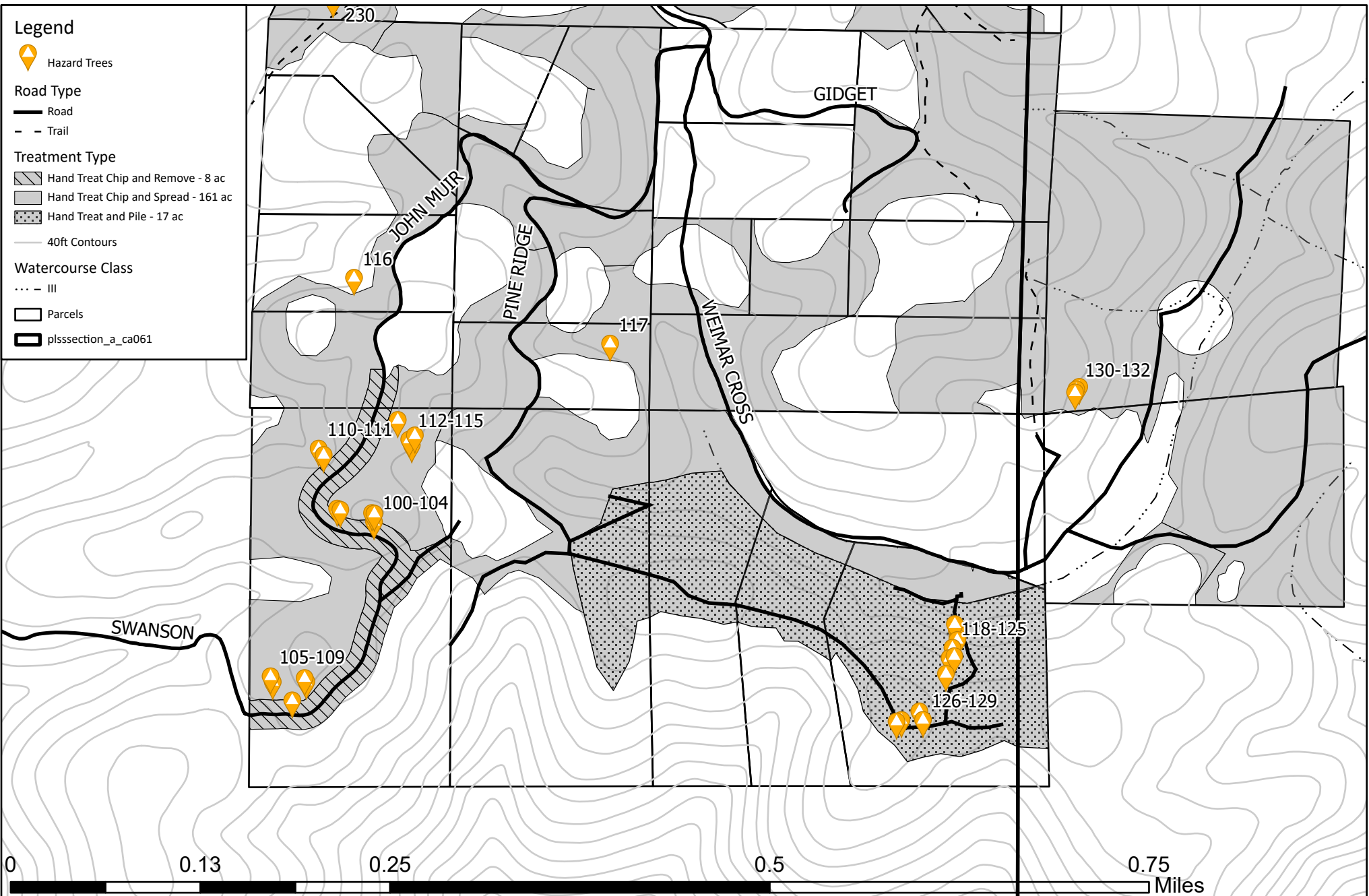
NFARSFB Phase II RFP Treatment Zone 2





NFARSFB Phase II RFP Treatment Zone 3 Map 1 of 2.

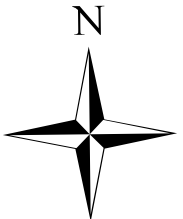




NFARSFB Phase II RFP

Treatment Zone 3 Map 2 of 2

T14N R09E S25,26 MDBM. Colfax 7.5 Minute Quadrangle. Mapped by LC 12/6/23



**DEPARTMENT OF FORESTRY AND FIRE PROTECTION**

P.O. Box 944246
SACRAMENTO, CA 94244-2460
(916) 653-7772
Website: www.fire.ca.gov



November 24, 2021

Sarah Jones
Placer County Resource Conservation District
281 Nevada St.
Auburn, CA 95603

5GA20108; North Fork American River Shaded Fuel Break Phase II

This Agreement cannot be considered binding on either party until approved by appropriate authorized CAL FIRE designee. No services should be provided prior to approval, as the State is not obligated to make any payments on any Agreement prior to final approval. FAILURE TO RETURN ALL DOCUMENTS BY DATE BELOW MAY RESULT IN LOSS OF FUNDING.

Please contact Elsa Hucks at (530) 889-0111 x127 if you have questions concerning services to be performed.

- Full grant agreement including terms and conditions, project grant application form, scope of work, budget, map, and other exhibits enclosed. Please sign, scan, and return the agreement to Aaron Sabin at Aaron.Sabin@fire.ca.gov no later than **January 3, 2022.**

Alternatively, you may opt to print (single sided), sign in blue ink, and return the agreement with original signature to:
CAL FIRE

Attn: Grants Management Unit/FP Grants
P.O. Box 944246
Sacramento, CA 94244-2460

In order to expedite your agreement, a scanned/electronic signature copy of the agreement is preferred.

- Enclosed for your record is one fully executed copy of the agreement referenced above. When billing for services performed under this agreement, your invoices must reference the agreement number above and be submitted to the contract manager.

Thank you,

Aaron Sabin
Grants Analyst
Grants Management Unit

CC: Elsa Hucks
CNR Grants
Stella Chan

Enclosures

**State of California
Department of Forestry and Fire Protection (CAL FIRE)
Office of the State Fire Marshal
GRANT AGREEMENT**

APPLICANT: Placer County Resource Conservation District
PROJECT TITLE: North Fork American River Shaded Fuel Break Phase II
GRANT AGREEMENT: 5GA20108

PROJECT PERFORMANCE PERIOD is from Date Upon Approval through March 15, 2025.

Under the terms and conditions of this Grant Agreement, the applicant agrees to complete the project as described in the project description, and the State of California, acting through the Department of Forestry & Fire Protection, agrees to fund the project up the total state grant amount indicated.


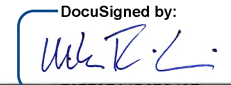
PROJECT DESCRIPTION: This proposal will decrease the risk of high-severity wildfire by reducing fuel loading on 865 acres of land along the North Fork American River canyon, protecting high-risk communities including Auburn, Weimar, and Colfax. If left untreated, a high-severity wildfire will release large amounts of carbon dioxide and other greenhouse gases into the atmosphere, in addition to threatening more than 15,000 people, millions of dollars of infrastructure, and priceless cultural and natural resources. Decreasing fuel loading using a combination of handwork, mastication, prescribed burning, and grazing will disrupt fuel continuity, mitigate fire behavior, and reduce greenhouse gas emissions.

Total State Grant not to exceed \$ 4,767,082.00 (or project costs, whichever is less).

**The Special and General Provisions attached are made a part of and incorporated into this Grant Agreement.*

Placer County Resource Conservation District

**STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY
AND FIRE PROTECTION**

Applicant	
By  Signature of Authorized Representative	By  F97F3EA1B67C49E...
Title <u>EXECUTIVE DIRECTOR</u>	Title: Mike Richwine, State Fire Marshal
Date <u>11/22/2021</u>	Date 11/30/2021

CERTIFICATION OF FUNDING

GRANT AGREEMENT NUMBER 5GA20108	PO ID	SUPPLIER ID 0000012271
FUND See Attached	FUND NAME See Attached	
PROJECT ID N/A	ACTIVITY ID N/A	AMOUNT OF ESTIMATE FUNDING \$ 4,767,082.00
GL UNIT N/A	BUD REF See Attached	ADJ. INCREASING ENCUMBRANCE \$ 4,767,082.00
PROGRAM NUMBER 2470010	ENY 2020	ADJ. DECREASING ENCUMBRANCE \$ 0.00
ACCOUNT 5340580	ALT ACCOUNT 5340580000	UNENCUMBERED BALANCE \$ 4,767,082.00
REPORTING STRUCTURE See Attached	SERVICE LOCATION See Attached	

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.

 Signature of CAL FIRE Accounting Officer	12/7/2021 Date
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GRANT NUMBER 5GA20108
Placer County Resource Conservation District
North Fork American River Shaded Fuel Break Phase II

TERMS AND CONDITIONS OF GRANT AGREEMENT

I. RECITALS

1. This Agreement, is entered into between the State of California, by and through the California Department of Forestry and Fire Protection (CAL FIRE), hereinafter referred to as "STATE" and, Placer County Resource Conservation District, hereinafter referred to as "GRANTEE".
2. The STATE hereby grants to GRANTEE a sum (hereinafter referred to as "GRANT FUNDS") not to exceed Four Million Seven Hundred Sixty-Seven Thousand Eighty-Two Dollars (**\$4,767,082.00**).
3. In addition to the terms and conditions of this Agreement, the STATE and GRANTEE agree that the terms and conditions contained in the documents set forth below are hereby incorporated and made part of this agreement.
 - a. California Climate Investments Department of Forestry and Fire Protection Fire Prevention Program Procedural Guide FY 2020-2021 and FY2021-2022
 - b. The submitted Application, Scope of Work, Project Budget Workbook, GHG Emissions Workbook and Exhibits
 - c. Addendum – Fire Prevention Grant Projects

II. SPECIAL PROVISIONS

1. Recipients of GRANT FUNDS pursuant to California Public Resources Code Section 4124.5 shall abide by the provisions in this Agreement. This includes the requirement that work shall not commence prior to the execution of this Agreement by both parties. Any work started prior to the execution of this Agreement will not be eligible for funding under the terms of this Agreement.
2. As precedent to the State's obligation to provide funding, GRANTEE shall provide to the STATE for review and approval a detailed budget, specifications, and project description. Approval by the STATE of such plans and specifications, or any other approvals provided for in this Agreement, shall be for scope and quality of work, and shall not relieve GRANTEE of the obligation to carry out any other obligations required by this Agreement, in accordance with applicable law or any other standards ordinarily applied to such work or activity.
3. All informational products (e.g., data, studies, findings, management plans, manuals, photos, etc.) relating to California's natural environment produced with the use of GRANT FUNDS shall be available for public use.

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Placer County Resource Conservation District
North Fork American River Shaded Fuel Break Phase II

III. GENERAL PROVISIONS

1. Definitions

- a. The term "Agreement" means grant agreement number 5GA20108.
- b. The term "GRANT FUNDS" means the money provided by the STATE to the GRANTEE in this Agreement.
- c. The term "GRANTEE" means an applicant who has a signed Agreement for the award for GRANT FUNDS.
- d. The term "Other Sources of Funds" means all matching fund sources that are required or used to complete the Project beyond the GRANT FUNDS provided by this Agreement.
- e. The term "STATE" means the State of California, Department of Forestry and Fire Protection (CAL FIRE).
- f. The term "Project" means the development or other activity described in the "Project Scope of Work".
- g. The term "Project Budget Detail" as used herein defines the approved budget plan.
- h. The term "Project Scope of Work" as used herein means the individual scope of work describing in detail the approved tasks.

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North Fork American River Shaded Fuel Break Phase II

2. Project Representatives

The project representatives during the term of the agreement will be:

STATE: CAL FIRE	GRANTEE: Placer County Resource Conservation District
Section/Unit: NEU - Nevada-Yuba-Placer Unit	Section/Unit: N/A
Attention: Elsa Hucks	Attention: Sarah Jones
Mailing Address: 13760 Lincoln Way, Auburn CA 95603	Mailing Address: 281 Nevada St. Auburn CA, 95603
Phone Number: (530) 889-0111 x127	Phone Number: (530)390-6681 Secondary: (530) 386-3830
Email Address: Elsa.Hucks@fire.ca.gov	Email Address: sarah@placerrcd.org

Changes to the project representatives during the term of the agreement shall be made in writing. Notice shall be sent to the above representative for all notice provisions of this Agreement.

3. Project Execution

- a. Subject to the availability of grant monies, the STATE hereby grants to the GRANTEE a sum of money (GRANT FUNDS) not to exceed the amount stated on Section I. RECITALS, Paragraph 2 in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of the Project in this Agreement and its attachments and under the terms and conditions set forth in this Agreement.
- b. GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the Project. Any amendment to the Project as set forth in the Application on file with the STATE must be submitted to the STATE for approval in writing. No amendment is allowed until written approval is given by the STATE.
- c. GRANTEE shall complete the Project in accordance with the time of Project performance set forth in this Agreement, unless an amendment has been approved and signed by the STATE under the terms and conditions of this Agreement. Amendments must be requested in advance and will be considered in the event of circumstances beyond the control of the GRANTEE, but in no event less than 90 days from the Agreement expiration date and in no event less than 60 days before the effective date of the amendment. Approval of amendment is at the STATE's discretion.

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North Fork American River Shaded Fuel Break Phase II

- d. GRANTEE certifies that the Project Scope of Work complies with all local, State, and federal laws and regulations.
- e. GRANTEE shall comply with the California Environmental Quality Act (CEQA) (Public Resources Code, Section 21000, et. seq. Title 14, California Code of Regulations, Section 15000 et. seq.) and all other local, State, and federal environmental laws. A copy of the certified CEQA document must be provided to STATE before any GRANT FUNDS are made available for any Project activity that could directly impact the environment (e.g. cutting, piling or burning bush, masticating, dozer work, etc.). CEQA compliance shall be completed within one (1) year from start date of the Agreement. The start date is considered the date the last party signs the Agreement. GRANT FUNDS will be made available in advance of CEQA compliance for project activities that do not have the potential to cause a direct environmental impact (e.g. project planning, locating and marking property or project boundaries, contacting and signing up landowners, etc.).
- f. GRANTEE shall permit periodic site visits by representative(s) of the STATE to ensure program compliance and that work is in accordance with the approved Project Scope of Work, including a final inspection upon Project completion.
- g. GRANTEE, and the agents and employees of GRANTEE, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents, of the STATE. No person who, as an officer, employee, or agent of the state participated in the preparation or creation of or determination to award this Grant Agreement shall serve as an agent or employee of GRANTEE including but not limited to those acts prohibited by Government Code Sections 1090, and 87100.

4. Project Costs and Payment Documentation

- a. Payment by the STATE shall be made after receipt of an acceptable invoice and approval by a duly authorized representative of the STATE. GRANTEE shall submit an invoice for payment to the CAL FIRE Project Representative of the STATE. A final invoice shall be submitted no later than 30 days after completion, expiration, or termination of this Agreement.
- b. For services satisfactorily rendered, and upon receipt and approval of invoices for payment, the STATE agrees to compensate GRANTEE for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto, as Final Project Budget Detail, and made a part of this Agreement.

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North Fork American River Shaded Fuel Break Phase II

- c. Equipment purchased using GRANT FUNDS, wholly or in part, must be used by the GRANTEE for the project which it was acquired. STATE retains a vested interest in the equipment for the useful life of the equipment, even after completion of the grant. GRANTEE shall provide written disposition of the equipment upon completion of the grant and upon any changes to the disposition of the equipment. Such disposition must be approved in advance by STATE. Equipment purchased using GRANT FUNDS cannot be used as collateral, financed, or sold without prior written approval from the STATE.
- d. GRANTEE shall submit, in arrears, not more frequently than once a month, and no less than quarterly, an invoice to the STATE for costs paid by GRANTEE pursuant to this Agreement. Each invoice shall contain the following information: the Agreement number, the dates or time period during which the invoiced costs were incurred, expenditures for the current invoice and cumulative expenditures to date by major budget category (e.g., salaries, benefits, supplies, etc.), appropriate supporting documentation, project progress reports, and the signature of an authorized representative of GRANTEE as detailed in the Invoice Guidelines of the California Climate Investments Department of Forestry and Fire Protection Fire Prevention Program Procedural Guide FY 2020-2021 and FY2021-2022.
- e. GRANT FUNDS in this Agreement have a limited period in which they must be expended. All GRANTEE expenditures must occur prior to the end of the Project performance period of this Agreement.
- f. Except as otherwise provided herein, GRANTEE shall expend GRANT FUNDS in the manner described in the Project Budget Detail approved by the STATE. The dollar amount of an item in the Project Budget Detail may be increased or decreased by up to ten percent (10%) of the budget item through reallocation of funds from another item or items, without approval by the STATE; however, GRANTEE shall notify the STATE in writing in project progress reports when any such reallocation is made, and shall identify both the item(s) being increased and those being decreased. Any increase or decrease of an item of more than ten percent (10%) of the budget item must be approved in writing by the STATE before any such increase or decrease is made. A formal approved amendment is required to increase the total amount of GRANT FUNDS.
- g. GRANTEE shall promptly submit any and all records at the time and in the form as the STATE may request.
- h. GRANTEE shall submit each invoice for payment electronically to both the appropriate CAL FIRE Project Representative as identified in Item 2 and

GRANT NUMBER 5GA20108
Placer County Resource Conservation District
North Fork American River Shaded Fuel Break Phase II

Northern Region Email Address (CNRGrants@fire.ca.gov). Hard copy submissions will not be accepted.

- i. Notwithstanding any of the provisions stated within this Agreement, the STATE may at its discretion make advance payment from the grant awarded to the GRANTEE if GRANTEE is a nonprofit organization, a local agency, a special district, a private forest landowner or a Native American tribe. Advance payment made by the STATE shall be subject to the following provisions.
 - GRANTEE shall submit a written request identifying how funds will be used over a six-month period. The written request must be accompanied by an invoice that contains the same level of detail as a regular invoice.
 - GRANTEE shall file an accountability report with STATE four months from the date of receiving the funds and every four months thereafter.
 - Multiple advance payments may be made to a GRANTEE over the life of a project.
 - No single advance payment shall exceed 25% of the total grant amount and must be spent on eligible costs within six months of the advance payment request. GRANTEE may request additional time to spend advance funds but must be approved in writing by the STATE. The balance of unspent advance payment funds not liquidated within the six-month spending period will be billed for the return of advanced funds to the STATE.
 - All work under a previous advance payment must be fully liquidated via an invoice and supporting documentation and completed to the STATE's satisfaction before another advance payment will be made.
 - Any advance payment received by a GRANTEE and not used for project eligible costs shall be returned to CAL FIRE. The amount will be returned to the grant balance.
 - Advance payments must be deposited into an interest-bearing account. Any interest earned on advance payment funds must be accounted for and used toward offsetting the project cost or returned to the STATE.

5. Budget Contingency Clause

- a. If STATE funding for any fiscal year is reduced or deleted for purposes of the Fire Prevention Program California Climate Investments Grant Program, the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or if possible and desirable, offer

GRANT NUMBER 5GA20108
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an Agreement amendment to GRANTEE to reflect the reduced amount available for the Project.

6. Project Administration

- a. GRANTEE shall provide the STATE a written report showing total final Project expenditures and matching funds upon Project completion or grant expiration, whichever occurs first. GRANTEE must report to the STATE all sources of other funds for the Project. If this provision is deemed to be violated, the STATE will request an audit of GRANTEE and can delay the disbursement of funds until the matter is resolved.
- b. GRANTEE shall promptly submit written Project reports as the STATE may request throughout the term of this Agreement.
- c. GRANTEE shall submit a final accomplishment report, final invoice with associated supporting documentation, and copies of materials developed using GRANT FUNDS, including but not limited to plans, educational materials, etc. within 30 days of Project completion.

7. Financial Records

- a. GRANTEE shall retain all records described in Section 7(c) below for three (3) years after final payment by the STATE. In the case an audit occurs, all such records shall be retained for one (1) year from the date is audit is completed or the three (3) years, whichever date is later.
- b. GRANTEE shall maintain satisfactory financial accounts, documents, and records for the Project and make them available to the STATE for review during reasonable times. This includes the right to inspect and make copies of any books, records, or reports of GRANTEE pertaining to this Agreement or matters related thereto.
- c. GRANTEE shall keep such records as the STATE shall prescribe, including, but not limited to, records which fully disclose (a) the disposition of the proceeds of state funding assistance, (b) the total cost of the Project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the Project cost supplied by other sources, and (d) any other such records as will facilitate an effective audit. All records shall be made available to the STATE, other State of California agency, or other entity as determined by the State of California for auditing purposes at reasonable times.
- d. GRANTEE shall use any generally accepted accounting system.

GRANT NUMBER 5GA20108
Placer County Resource Conservation District
North Fork American River Shaded Fuel Break Phase II

8. Research

- a. GRANTEE that receives funding, in whole or in part, in the form of a research grant shall provide for free public access to any publication of a peer-reviewed manuscript describing STATE funded knowledge, STATE funded invention, or STATE funded technology shall be subject to the following conditions:
 - i. GRANTEE is responsible for ensuring that any publishing or copyright agreements concerning peer-reviewed manuscripts fully comply with this section
 - ii. GRANTEE shall report to STATE the final disposition of the peer-reviewed manuscript, including, but not limited to, if it was published, date of publication, where it was published, and, when the 12-month time period from official date of publication expires, where the peer-reviewed manuscript will be available for open access.
- b. For a peer-reviewed manuscript that is accepted for publication pursuant to the terms and conditions of this Agreement, the GRANTEE shall ensure that an electronic version of the peer-reviewed manuscript is available to STATE and on an appropriate publicly accessible repository approved by the state agency, including, but not limited to, the University of California's eScholarship Repository at the California Digital Library, the California State University's ScholarWorks at the Systemwide Digital Library, or PubMed Central, to be made publicly available not later than 12 months after the official date of publication. GRANTEE shall make reasonable efforts to comply with this requirement by ensuring that the peer-reviewed manuscript is accessible on an approved publicly accessible repository, including notifying the state agency that the manuscript is available on a state-agency-approved repository. If the grantee is unable to ensure that his or her manuscript is accessible on an approved, publicly accessible repository, the grantee may comply by providing the manuscript to the state agency not later than 12 months after the official date of publication.
- c. For publications other than those described in (b), including scientific meeting abstracts, GRANTEE shall comply by providing the manuscript to the STATE not later than 12 months after the official date of publication.
- d. The grant shall not be construed to authorize use of a peer-reviewed manuscript that would constitute an infringement of copyright under the federal copyright law described in Section 101 of Title 17 of the United States Code and following.
- e. Use of GRANT FUNDS for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution are

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North Fork American River Shaded Fuel Break Phase II

allowable costs but must be within the GRANT FUNDS and item 4 of the agreement.

- f. GRANTEE may request a waiver to the publication requirement if GRANTEE has an existing publication requirement that meets or exceeds the requirements of the research provision. Waiver shall include information on GRANTEE's existing requirements. Approval of the waiver is at STATE's discretion.

9. Project Termination

- a. This Agreement may be terminated by the STATE or GRANTEE upon 30-days written notice to the other party.
- b. If either party terminates the Agreement prior to the completion of the Project, GRANTEE shall take all reasonable measures to prevent further costs to the STATE under the Agreement and the STATE shall be responsible for any reasonable and non-cancelable obligations incurred by GRANTEE in the performance of this Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.
- c. Failure by GRANTEE to comply with the terms of this Agreement may be cause for suspension of all obligations of the STATE hereunder at the discretion of the STATE.
- d. Failure of GRANTEE to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of the STATE hereunder if in the judgment of the STATE such failure was due to no fault of GRANTEE. At the discretion of the STATE, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
- e. Final payment to GRANTEE may not be made until the STATE determines the Project conforms substantially to this Agreement.

10. Hold Harmless

- a. GRANTEE shall defend, indemnify and hold the STATE, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of GRANTEE, its officers, agents, or employees. The duty of GRANTEE to indemnify and hold harmless

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includes the duty to defend as set forth in Civil Code Section 2778. This Agreement supersedes GRANTEE's right as a public entity to indemnity (see Government Code Section 895.2) and contribution (see Government Code Section 895.6) as set forth in Government Code Section 895.4.

- b. GRANTEE waives any and all rights to any type of express or implied indemnity or right of contribution from the STATE, its officers, agents, or employees for any liability resulting from, growing out of, or in any way connected with or incident to this Agreement.
- c. Nothing in this Agreement is intended to create in the public or in any member of it rights as a third-party beneficiary under this Agreement.

11. Tort Claims

FEDERAL:

The United States shall be liable, to the extent allowed by the Federal Tort Claims Act 28 United States Code 2671-2680, for claims of personal injuries or property damage resulting from the negligent or wrongful act or omission of any employee of the United States while acting within the scope of his or her employment, arising out of this Agreement.

STATE:

The State of California shall be liable, to the extent allowed by law and subject to California Government Code, Title 1, Division 3.6, providing for the filing of tort claims against the State of California, for personal injuries or property damage resulting from the negligent or wrongful act or omission of State of California employees while acting within the scope of his or her employment, arising out of this Agreement.

12. Nondiscrimination

The State of California prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, sex, marital 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 program. GRANTEE shall not discriminate against any person on any of these bases.

13. Conflict of Interest

GRANTEE or anyone acting on behalf of GRANTEE shall not have any conflicting personal and/or financial interests in carrying out the duties of the Agreement.

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North Fork American River Shaded Fuel Break Phase II

14. Incorporation

The grant guidelines and the Project Scope of Work, Project Budget Detail and any subsequent amendments or modifications to the Project Scope of Work and Project Budget Detail approved in writing by the STATE are hereby incorporated by reference into this Agreement as though set forth in full in this Agreement.

15. Severability

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

16. Waiver

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

17. Assignment

This Agreement is not assignable by GRANTEE either in whole or in part.

GRANT NUMBER 5GA20108
Placer County Resource Conservation District
North Fork American River Shaded Fuel Break Phase II

ADDENDUM – FIRE PREVENTION GRANT PROJECTS

I. PROGRAM ACKNOWLEDGEMENT/RECOGNITION

All Fire Prevention Grant projects must clearly display, identify and label themselves as being funded by CAL FIRE. Acknowledgements must contain the CAL FIRE logo as well as the following statement:

“Funding for this project provided by the California Department of Forestry and Fire Protection’s Fire Prevention Program.”

A draft of the acknowledgement must be approved by the STATE prior to publication. For stationary projects, acknowledgement may include, but is not limited to, a sign on the project site. For other project types, such as vehicles, equipment, and consumer-based incentives, acknowledgement is encouraged by using a decal, sticker or other signage.

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North Fork American River Shaded Fuel Break Phase II

ADDENDUM – CALIFORNIA CLIMATE INVESTMENTS (CCI) GRANT PROJECTS

I. SPECIAL PROVISIONS

1. Grant funds shall be used on projects with the primary goal of reducing greenhouse gases (GHGs) and furthering the purposes of California’s Global Warming Solutions Act of 2006, Division 25.5 (commencing with Section 38500) of the Health and Safety Code, and related statutes.
2. Grant funds shall be used on projects limited to specific activities as described in CCI Grants Procedural Guides.
3. Grantee shall report project and benefits information when requested by the State. This may include, but is not limited to, funding expended, acres treated, GHG emissions, trees planted, disadvantaged community benefits, energy/water savings, job creation, and other co-benefits.
4. Grantee shall maintain accurate and detailed records documenting project description, project location, and schedule, CCI dollars allocated, and leveraged funds throughout the duration of the project.
5. Failure of Grantee to meet the agreed upon terms of achieving required GHG reduction may result in project termination and recovery of funds.

II. MONITORING AND REPORTING REQUIREMENTS

All funds expended through CCI are subject to emissions reporting and requirements. Grantee is expected to provide the appropriate materials for completing program quantification methodology. Grantee shall use the current reporting template provided by the STATE. The reporting shall be submitted to the STATE no less frequently than quarterly. In addition, STATE may request additional information in order to meet current CARB reporting requirements. The requirements are available on the CARB CCI Quantification, Benefits and Reporting Materials webpage:

<https://ww2.arb.ca.gov/resources/documents/cci-quantification-benefits-and-reporting-materials>.

III. PROGRAM ACKNOWLEDGEMENT/RECOGNITION

1. All projects funded both fully and partially by the GGRF must clearly display, identify and label themselves as being part of the “California Climate Investments” program. The acknowledgement must contain the California Climate Investments and CAL FIRE logos as well as the following statement:

“Funding for this project provided by the California Department of Forestry and Fire Protection’s Fire Prevention Program as part of the California Climate Investments Program.”

A draft of the acknowledgement must be approved by the STATE prior to publication. For stationary projects, acknowledgement may include, but is not limited to, a sign on the project site. For other project types, such as vehicles, equipment, and consumer-based incentives, acknowledgement is encouraged by using a decal, sticker or other signage.

Guidance on California Climate Investments logo usage, signage guidelines, and high-resolution files are contained in a style guide available at: www.caclimateinvestments.ca.gov/logo-graphics-request.

2. In addition, all projects funded both fully and partially by GGRF must contain the following statement in public announcements or press releases on said projects:

“North Fork American River Shaded Fuel Break Phase II is part of California Climate Investments, a statewide program that puts billions of Cap-and-Trade dollars to work reducing GHG emissions, strengthening the economy, and improving public health and the environment— particularly in disadvantaged communities. The Cap-and-Trade program also creates a financial incentive for industries to invest in clean technologies and develop innovative ways to reduce pollution. California Climate Investments projects include affordable housing, renewable energy, public transportation, zero-emission vehicles, environmental restoration, more sustainable agriculture, recycling, and much more. At least 35 percent of these investments are located within and benefiting residents of disadvantaged communities, low-income communities, and low-income households across California. For more information, visit the California Climate Investments website at: www.caclimateinvestments.ca.gov.”

California Department of Forestry and Fire Protection (CALFIRE)
California Climate Investments
Fire Prevention Program Grant Application
Fiscal Year 2020-21/2021-22 Funding Opportunity



Please request a Project Tracking # for each separate application by following the instructions in the 2020-21/2021-22 CCI Grant Guidelines on the [Fire Prevention Grants Web Page](#). Submit the application and all supporting materials to the SharePoint folder assigned to your tracking number **no later than 3:00pm PDT on May 19, 2021**. Grant awards are contingent upon appropriation from the [California Climate Investments](#), or other fund source, with up to \$165 million being awarded. Please note: Items marked in red are required.

1. **Project Tracking #:** 20-FP-NEU-0216 **CalMapper ID:** [redacted]

Project Name/Title: North Fork American River Shaded Fuel Break Phase II

County: Placer

CAL FIRE Unit/Contract County (Please use this 3-letter Unit Identifier for file naming. See Question 14): NEU - Nevada-Yuba-Placer Unit

2. **Organization Type:** State **If Other, please specify:** [redacted]

If Non-Profit, are you a registered 501(c)(3)? Yes No

3. **Sponsoring Organization:** [redacted]

Project Manager

Title: Executive Director

First Name: Sarah **Last Name:** Jones

Address Line 1: 281 Nevada St.

Address Line 2: [redacted]

City: Auburn **State:** California **Zip Code:** 95603

Phone Number: (530) 390-6681 **Secondary Phone Number:** [redacted]

Email Address: sarah@placerrcd.org **Fax Number:** [redacted]

Tracking #: 20-FP-NEU-0216

Project Name: North Fork American River Shaded Fuel Break Phase II

4. For which primary activity is funding being requested? **Fuel Reduction**

5. **Grant Period:** Please provide the estimated start date and completion date for your project. Projects **MUST** be completed by March 15, 2025 or March 15, 2026, depending on the source of the funds awarded. Note that final billing is due 30 days after project completion. Please use MM/DD/YYYY format.

Project Start Date: **11/01/2021** Project Completion Date: **03/15/2026**

6. **Limiting Factors:** Are there any existing forest or land management plans; Conservation Easements; Covenant, Conditions & Restrictions (CC&R's); matters related to zoning; use restrictions, or other factors that can or will limit the fire prevention proposed activity?

If checked, describe existing plan(s) and the limitations, if any, in the attached Scope of Work.

7. **Timber Harvest Plans:** For fuel reduction projects, is there a timber harvesting document on any portion of the proposed project area for which a "Notice of Completion" has not been filed with CAL FIRE?

If checked, provide the THP identification number and describe the relationship to the project in the attached Scope of Work document.

THP ID Number: **[Redacted]**

8. **Community at Risk:** Is the project associated with a community that is listed as a Community at Risk? See the list of [Communities at Risk](#) on the Office of the State Fire Marshal web page.

Yes No

Number of Communities in the project area: **6**

9. **Disadvantaged/Low Income Community:** Is the project associated with a low-income community that is listed as a Community at Risk? See the information on [Priority Population Investments](#) on the California Air Resources Board web page.

Yes No

If Yes, select all that applies:

Disadvantaged Low Income Both Buffer Zone

Tracking #: **20-FP-NEU-0216**

Project Name: **North Fork American River Shaded Fuel Break Phase II**

10. Describe how your proposal would reduce the total amount of wildfire (and thereby reduce wildfire emissions) around communities, homes, infrastructure, and other highly valued resources. Please focus on GHG benefits. (Limited to 700 characters.)

This proposal will decrease the risk of high-severity wildfire by reducing fuel loading on 865 acres of land along the North Fork American River canyon, protecting high-risk communities including Auburn, Weimar, and Colfax. If left untreated, a high-severity wildfire will release large amounts of carbon dioxide and other greenhouse gases into the atmosphere, in addition to threatening more than 15,000 people, millions of dollars of infrastructure, and priceless cultural and natural resources. Decreasing fuel loading using a combination of handwork, mastication, prescribed burning, and grazing will disrupt fuel continuity, mitigate fire behavior, and reduce greenhouse gas emissions.

11. Federal Responsibility Area: Does your project/activity include work on Federal Lands that might require NEPA, or use a framework similar to Good Neighbor Authority?

Non-Tribal Lands: Yes No If yes, how many acres? 80.00

Tribal Lands: Yes No If yes, how many acres?

12. Project Area Statistics: For all projects, provide an estimate of the Project Influence Zone (PIZ) acres and the Treatment Influence Zone (TIZ) acres.

PIZ - The Project influence Zone (PIZ) is the broad geographic area encompassing the neighborhoods or communities that the grant proposal is designed to protect with fuel reductions, public education, or planning activities. This can be the sum of all treatment areas or could include a buffer area around the planning/public education target. Please keep the PIZ from encompassing an overly large area, unless benefits are clearly defined in the Scope-of-Work.

TIZ - Treatments are areas within a PIZ, where on-the-ground activities are accomplished (e.g. hazard fuel reductions, shaded fuel breaks, masticating, etc.). There can be multiple discrete Treatment areas associated with a PIZ. Some projects (e.g. Planning & Public Education) may NOT have treatment areas.

	LRA	FRA	SRA
Project Influence Zone (PIZ)	300.00		5,000.00
Treatment Influence Zone (TIZ)		80.00	865.00

Tracking #: 20-FP-NEU-0216

Project Name: North Fork American River Shaded Fuel Break Phase II

13. **Project Budget:** What is the proposed budget? Please include a discussion of the project budget in the Scope of Work and enter the amount from the Project Budget workbook (.xls).

Budget Item	Amount
Grant Funding Requested (\$)	4,767,082.00

14. **Local Wildland Fire Risk Reduction Plans:** Is the project in, consistent with, or build on a larger plan that deals with the risk and potential impact to habitable structures in the WUI covered by this project? If so, discuss in the Scope of Work. **Select all that apply.**

- CAL FIRE Unit Strategic Fire Plan
- Homeowners' Association Plan
- Fire Safe Council Action Plan
- County Fire Department Strategic Fire Plan
- Local Fire Department Plan
- FIREWISE Community Assessment
- Other Local Plan (Identify in Scope of Work)
- Local Hazard Mitigation Plan
- Community Wildfire Protection Plan

15. **CEQA Compliance:** Describe how compliance with the California Environmental Quality Act (CEQA) will be achieved in the Scope of Work. Is there an existing (CEQA) document that addresses this project or can be used to meet CEQA requirements?

Please indicate the CEQA document type (For planning, education and other projects that are exempt from CEQA, select "Not Applicable"):

Other CEQA

Document Identification Number:

16. Have you applied for or received any other CAL FIRE Grants for this project?

- Yes No

If **yes**, please identify the other CAL FIRE grant program and how the additional grant will be or is being applied to this project.

Tracking #: 20-FP-NEU-0216

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Project Name: North Fork American River Shaded Fuel Break Phase II

17. Application Submission:

Note to Applicant: If you modify the language contained in any part of this document, other than to fill in the blanks or to provide requested information, your application **will be rejected**.

Use the table below as a tool to make sure you have all documents ready prior to submitting the application.

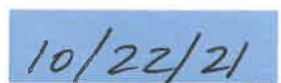
Replace "XXXX" in the file name with the project's ID Number. Replace "UUU" in the file name with the 3-letter identifier for the Unit where the project is located. Unit identifiers are listed in the instructions for this application form.

Attachments	File Name
<input checked="" type="checkbox"/> Application Form (.pdf)	20-FP-NEU-0216-Application.pdf
<input checked="" type="checkbox"/> Scope of Work (.doc)	20-FP-NEU-0216-SOW.doc
<input checked="" type="checkbox"/> Project Budget (.xls)	20-FP-NEU-0216-Budget.xls
<input checked="" type="checkbox"/> Project Map (.pdf)	20-FP-NEU-0216-MAP.pdf
<input type="checkbox"/> Articles of Incorporation (.pdf) - Applies to Non-Profits only	20-FP-UUU-XXXX-AOI.pdf
<input checked="" type="checkbox"/> Mapping	Create a Geo Point & Polygon web link

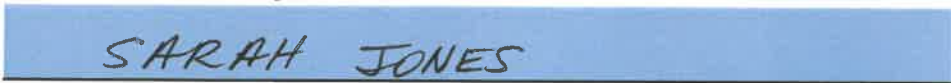
I certify that the above and attached information is true and correct:



Original Signature Required: Grantee's Authorized Representative




Date Signed



Printed Name

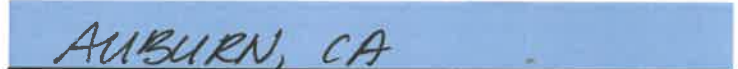


Title

Executed on: 


Date

at



City

Please fill out this form completely. Be sure to save a copy of this form and all attachments for your records. Submit the application and all supporting materials to the SharePoint folder assigned to your tracking number **no later than 3:00pm PDT on May 19, 2021**. Please submit the documents as early as possible to avoid unanticipated issues. **Applications submitted or modified in the SharePoint folder after this date will be considered late.** Access to SharePoint after the due date may be revoked.

Tracking #: 

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Project Name: 



California Department of Forestry and Fire Protection
(CAL FIRE) California Climate Investments
Fire Prevention Grants Program
Project Scope of Work



Project Name: North Fork American River Shaded Fuel Break Phase II

Project Tracking Number: 20-FP-NEU-0216

Project Description Summary: Please provide a paragraph summarizing proposed project including the location, habitable structures, acres treated, etc. (Please type in blank space below. Please note there is no space limitations).

Phase II of the North Fork American River Shaded Fuel Break (NFARSFB) proposes landscape-scale fuels reduction in the wildland-urban interface (WUI) between the densely vegetated North Fork American River canyon and adjacent communities of Placer County. The proposed project area will treat 865 acres of private and federal lands. Most of the project acreage is located east of Weimar and continues north along the canyon rim to connect with Phase I of the NFARSFB, which was implemented in 2019. There is additional acreage in North Auburn and the city of Auburn that will expand the existing Auburn Shaded Fuel Break and provide added protection to Auburn and unincorporated communities. The proposal also includes a portion of five strategically placed firebreaks located on federal land between the North and Middle Forks of the American River. These firebreaks, totaling approximately 440 acres, were implemented more than 10 years ago to provide large-scale check lines for wildfire. This proposal will re-treat approximately 80 priority acres out of the 440 acres to provide opportunities for air and ground resources to suppress the blaze and protect communities along the Foresthill Divide. Exact acreage treated will depend on the condition of the fuels and price per acre. Grant maps show treatment areas in order of priority.

When a wildfire ignites in the American River Canyon, it will threaten high-risk populations, millions of dollars of infrastructure, and valuable natural resources. Habitable structures are abundant in all portions of the proposed project area, and all treatment areas are located no more than one mile from a habitable structure. Many of the existing roads in the treatment footprint are overgrown and thick with vegetation, precluding safe evacuation and endangering ingress/egress of first responders. To mitigate wildfire severity and intensity, the project will utilize several different fuels reduction techniques including mastication, hand cutting, chipping, pile burning, grazing, herbicide, and broadcast burning. Ultimately, this proposed fuel break will connect to a larger strategic fuel break located along the North Fork American River canyon rim, beginning on the west end in Auburn and traveling east through Bowman, Applegate, and Colfax.

Placer County is one of the fastest growing counties in the state, and rapid development and urban sprawl are expected to continue. Fuels reduction in Placer County is a necessary investment in public health and safety in the face of climate change, population growth, and the increasing risk of catastrophic wildfire.

A. Scope of Work

This item is broken into project specific criteria depending on the type of project being proposed: planning, education or hazardous fuel reduction. Please **answer one section of questions** that pertain to the primary activity type for your project.

Section 1: Hazardous Fuel Reduction/Removal of Dead or Dying Tree Projects

1. Describe the geographic scope of the project, including an estimate of the number of habitable structures and the names of the general communities that will benefit.
2. Describe the goals, objectives, and expected outcomes of the project.
3. Provide a clear rationale for how the proposed project will reduce the risks associated with wildfire to habitable structures in the WUI.
4. Identify any additional assets at risk to wildfire that will benefit from the proposed project. These may include, but are not limited to, domestic and municipal water supplies, power lines, communication facilities and community centers.
5. Is the scale of the project appropriate to achieve the stated goals, objectives and outcomes discussed in Item 2 above?
6. How will the project/activity utilize the left over woody biomass? Will the project/activity use a biomass facility to reduce greater greenhouse gas emissions?

1. The project area is strategically located to alter fire behavior and improve suppression efforts when a wildfire ignites in the North Fork American River canyon. The proposed treatment areas were chosen based on slope, accessibility for suppression resources, location of existing fuel breaks, and proximity to susceptible communities in the Wildland Urban Interface (WUI). The proposed project will expand upon the Auburn Shaded Fuel Break and aid in protecting homes in North Auburn and on the eastern boundary of the city of Auburn. The other project areas will collectively protect Weimar, Colfax, and the unincorporated communities between the two. In addition to initial fuels reduction, this project will retreat priority acreage within five strategic firebreaks, totaling approximately 80 acres, between the North Fork and Middle Forks of the American River. The firebreaks function as large check lines for an oncoming fire that will improve the safety and success of air and ground suppression efforts and will also provide protection for communities along the Foresthill Divide.

2. The proposed project will alter fuel structure in densely vegetated areas with the goal of reducing fire severity and intensity as wildfire moves across the landscape. Understory and ladder fuels will be cut to prevent movement of fire into the overstory. Fuel treatment will be strategically planned to allow for safe and efficient access for fire suppression resources, including first responders, equipment operators, hand crews, and air suppression. The project will use a combination of hand work, chipping, pile burning, mastication, grazing, herbicide,

and broadcast burning to create and maintain a landscape that is resilient and defensible in the event of wildfire.

3. The majority of the project area is located precisely in the WUI between dense, federally-owned wildland in the North Fork American River canyon and inhabited SRA. The project area contains multiple habitable structures, and the majority of the project area is located no more than one mile from a habitable structure. The removal of vegetative fuel in the proposed treatment areas will lessen fire intensity in priority areas around homes within the WUI. Ideally, the fuel break will create conditions that alter fire behavior, encouraging fire to either remain on the ground or transition out of the canopy and shift to a more manageable surface fire. Project treatments will disrupt the vertical and horizontal continuity of fuels, targeting understory and ladder fuels to prevent the transition to an aggressive canopy fire.

Once a high-intensity canopy fire progresses, it becomes increasingly difficult to suppress with air and ground resources. In addition, high-intensity wildfires have the potential to create their own weather and high winds, casting embers up to a mile ahead of the flaming front. Ember wash is one of the primary causes of fire damage to structures located within the WUI. The fuels treatments proposed for this project area will aim to pacify fire behavior and create safe opportunities for fire suppression to protect lives and structures in the WUI. This proposal prioritizes fuels treatment on a landscape scale and will also treat ingress and egress routes to provide safe and efficient access for first responders, equipment operators, hand crews, and air suppression resources.

4. Every wildland fire in Placer County has potential to impact vital assets. Interstate-80 (I-80), located just west of the proposed treatment area, is the primary route for transcontinental freight movement in the western United States. Closure of I-80 for just one hour can equate to \$1 million in lost revenue to the California economy. In addition, the transcontinental railroad, located between part of the project area and I-80, represents a vital commerce route that would result in significant economic impacts if closed for any amount of time due to fire. Along with commercial impacts, a catastrophic wildfire could have devastating effects on water supply and power. Placer County provides hydroelectrically generated power to over 500,000 homes. The Placer County Water Agency alone manages 602 miles of treated water pipeline, 165 miles of irrigation canal, 8 water treatment plants, 34 storage tanks, 34 reservoirs, and 5 hydroelectric powerhouses.

In the North Fork American River area, a catastrophic wildfire would not only destroy critical water and power distribution infrastructure, but would have devastating ecological impacts on streams, canals, lakes, and rivers in the watershed. Loss of vegetative cover through wildfire leads to increased risk of erosion and disastrous landslides during the wet season. Wildfire can also lead to the permanent destruction of critical habitat for listed and non-listed native species of the Sierra Nevada Foothills. The rich historic and prehistoric past of the region also means that a wildfire has potential to destroy irreplaceable cultural resources.

5. Phase II of the NFARSFB is a landscape-scale project that will create continuity in fuels management along the North Fork American River canyon rim and protect valuable lives, property, and natural resources. The project will strategically treat fuels to achieve the goals of fire safety, mitigation, and resource protection. Phase II of NFARSFB will treat 865 acres and will connect to Phase I of the NFARSFB to the north and the Auburn Shaded Fuel Break to the south. Engaging in strategic landscape-level fuels management is a necessary step in managing wildfire safety with the challenges posed by climate change, population growth, and high fuel loading throughout the Sierra Nevada.

A timeline of 5 years is adequate to treat the 865 acres proposed in this application, especially because most of the project area is covered by a CEQA MND that will be completed by January 2022. In addition, 5 years is an appropriate amount of time to complete CEQA/NEPA coverage and treatments of the areas not covered by the MND. Treatment of acres will be spaced out over the life of the grant, leaving adequate time to plan out prescriptions in the field, schedule contractors, and conduct treatments as needed.

6. All woody biomass will be either chipped and scattered onsite, masticated and left onsite, or piled and burned. Disposing of biomass on site is more logistically and economically feasible than hauling to a biomass facility. Pile burning will be necessary for disposal of invasive species and woody fuels on steeper slopes that are not accessible by a truck, chipper, or masticator. The fuels reduction work in some areas may be conducive for follow-up prescribed burning, allowing for the potential of biomass disposal and site maintenance through low-intensity fire.

Answer only 1 set of questions from above, depending on your project; Fuel Reduction, Planning or Education. (Please type in blank space below. Please note there is no space limitations).

B. Relationship to Strategic Plans

Does the proposed project support the goals and objectives of the California Strategic Fire Plan, the local CAL FIRE Unit Fire Plan, a Community Wildfire Protection Plan (CWPP), County Fire Plan, or other long term planning document? (Please type in blank space below. Please note there is no space limitations).

The North Fork American River Shaded Fuel Break is a key fire mitigation project identified in the Strategic Fire Plan for the Nevada-Yuba-Placer (NEU) Unit, the Placer County Community Wildfire Protection Plan, and the Placer County Local Hazard Mitigation Plan. All documents refer to the North Fork American River canyon rim as a critical area for fuels reduction in the WUI. The proposed project supports the goals of all three plans by utilizing cross-agency collaboration and partnership to install a strategic shaded fuel break for the protection of communities and resources.

The fire prevention partners in Placer County, including Placer RCD, are continuously working to identify and implement strategic fuels reduction and fire prevention projects throughout the County. This proposed project is a product of those cooperative efforts, and RCD will work with the U.S. Bureau of Reclamation, Placer Land Trust, and multiple other private landowners to bring the goals of Placer County's strategic planning efforts to fruition.

C. Degree of Risk

1. Discuss the location of the project in relation to areas of moderate, high, or very high fire hazard severity zone as identified by the latest Fire and Resource Assessment Program maps. Fire hazard severity zone maps by county can be accessed at: http://www.fire.ca.gov/fire_prevention/fire_prevention_wildland_zones_maps.php
2. Describe the geographic proximity of the project to structures at risk to damage from wildfire in the WUI. (Please type in blank space below. Please note there is no space limitations).

1. According to the latest Fire and Resource Assessment Program maps, the entire proposed treatment area is a Very High Fire Hazard Severity Zone (FHSZ). CAL FIRE has identified both Auburn and Colfax, the two primary cities that this project will protect, as Very High FHSZ. In fact, most of northeast Placer County, along the North Fork American River canyon has been identified as a Very High FHSZ, emphasizing the importance of strategic fuels management and wildfire hazard mitigation in the proposed area. If left untreated, catastrophic wildfire threatens thousands of lives, millions of dollars of infrastructure, and important natural and historical resources.

2. The shaded fuel break is directly within the WUI. Placer County is one of the fastest developing counties in the state. As the region experiences increasing urban and suburban sprawl, more infrastructure is being built in the small cities and towns located along the I-80 corridor, expanding the already high-risk WUI. The cities most directly impacted by the treatment area include Colfax, Auburn, and Weimar, and host a combined population of more than 15,000 people with high expectation for growth. In addition, Placer County has a strong agricultural presence, and working lands host critical infrastructure for the local economy. There are more than a dozen farms in Colfax and Auburn alone. This proposal would treat the dense vegetation that lines roadways and evacuation routes in the WUI helping to improve both the safety of evacuating residents and incoming first responders. In addition, the proposed project would protect the I-80 corridor; the highway is a primary overland travel route and plays a larger role in transnational trade and economic stimulation. Reducing the fuel loading adjacent to the highway would mitigate fire behavior and intentionally slow fire intensity before it reaches I-80 and causes negative impacts to large-scale infrastructure. Importantly, the city of Auburn hosts many of Placer County's judicial, legislative, and operational offices. This means that a wildfire that affects the city would carry long-standing negative impacts throughout the County. This proposal is an important investment in the health and safety of our community and an investment in the protection of complex infrastructure throughout the County.

D. Community Support

1. Does the project include any matching funds from other funding sources or any in-kind contributions that are expected to extend the impact of the proposed project?
 2. Describe plans for external communications during the life of the project to keep the effected community informed about the goals, objectives and progress of the project. Activities such as planned press releases, project signage, community meetings, and field tours are encouraged.
 3. Describe any plans to maintain the project after the grant period has ended.
 4. Does the proposed project work with other organizations or agencies to address fire hazard reduction at the landscape level?
(Please type in blank space below. Please note there is no space limitations).
1. Given the larger regional impact of wildfire risk reduction, several local agencies and partners have expressed full support for project implementation including the U.S. Bureau of Reclamation, the U.S. Bureau of Land Management (BLM), the Auburn City Fire Department, and Placer Land Trust. The proposed project would address the initial hurdle of fuels reduction and simplify continued fuels maintenance for landowners and land management agencies.

2. An active public outreach campaign will accompany the project. If funded, Placer RCD will issue press releases and engage in a social media campaign to inform the community of the shaded fuel break. Project communications and public meetings present valuable opportunities to educate the community on fire prevention and safety. Placer RCD will connect with all private landowners who are included in the treatment footprint and ensure that landowner agreements are signed and obtained. Land management agencies or private landowners will be included in conversations regarding treatment prescriptions on their lands to ensure that multiple perspectives are considered. When on-the-ground work begins, project signage will be placed in areas of greater public exposure to ensure that community members remain informed during the implementation process. A short summary of proposed project plans will be featured on the Placer RCD website with associated contact information for any questions. Field tours will be hosted incrementally throughout project development with agency partners to ensure that collaborative land management goals are met.
3. Placer RCD has partnered with several land management agencies and organizations. As part of the organizational strategic plans, it is expected that the U.S. Bureau of Land Management (BLM), U.S Bureau of Reclamation (BOR), and Placer Land Trust will continue to conduct fuels maintenance after the grant period has ended. One objective of this project is to aid in the initial step in a continuing process of fuels management and forest stewardship. Placer RCD may seek future funding for fuels maintenance.
4. The proposed project covers both federal and private ownerships. Placer RCD has already reached out to local partners and gained the support of Placer Land Trust, the U.S. Bureau of Reclamation (BOR), the U.S. Bureau of Land Management (BLM), and the Auburn City Fire Department, for the proposed project. Engaging multiple perspectives is critical to the successful implementation of regional stewardship.

E. Project Implementation

1. Discuss the anticipated timeline for the project. Make sure to take seasonal restrictions into account.
2. Verify the expected timeframes to complete the project will fall under the March 15, 2025 or March 15, 2026, depending on the source of the funds awarded.
3. Describe the milestones that will be used to measure the progress of the project.
4. Describe measurable outcomes (i.e. project deliverables) that will be used to measure the project's success.

5. If applicable, how will the requirements of the California Environmental Quality Act (CEQA) be met?
(Please type in blank space below. Please note there is no space limitations).

1. The first steps in project implementation will be performing outreach and obtaining landowner agreements for the private properties proposed for treatment. Ground truthing, treatment planning, and layout will also be necessary. Project planning and treatment will occur in strategic phases, and implementation will begin once all appropriate CEQA/NEPA requirements are met. It is expected that landowner outreach, CEQA compliance, and administrative planning of the first prioritized phase of project work will be complete by August of 2022. NEPA compliance has been assured from federal partners and will be completed by December of 2022. The first phase of fuels reduction is expected to begin by October of 2022.

Seasonal restrictions on project activity are expected. The increased fire danger caused by longer periods of prolonged drought, warmer winters, high winds, and low humidity has forced Placer RCD to shut down most project operations on Red Flag days. This can interfere with productivity throughout the long fire season. However, when working during high fire danger, non-Red Flag days are still reasonable with earlier start times, fire patrol, and appropriate on-site suppression equipment. Wet weather restrictions may also apply. Snow is possible in the northern parts of the proposed project area, and heavy rains may restrict equipment usage. While restrictions will be in place to prevent significant erosion, winter conditions are not expected to substantially delay project activities.

2. The project scope is large; however, with recent increased staffing, Placer RCD has the capacity to complete the proposed treatment areas. For preparatory work and project coordination, two full-time employees, including a Registered Professional Forester, will be dedicated to completing Phase II of the NFARSFB. The RCD will also work with partners to develop a project timeline based on collective project management experience. Therefore, the RCD expects that all project work will be completed by the March 15, 2026 deadline.
3. The project milestones will be as follows: 1) CEQA/NEPA completion, 2) signed landowner agreement forms obtained, 3) ground truthing and planning, 4) phased unit flagging and preparation, 5) phased RFPs as needed for contracted project work, 6) treatment of acres for fuels reduction.

4. Project success will be measured through treated acres. Placer RCD will monitor and track all treated acres. Success of the various treatments will be evaluated based on treatment specifications.
5. CAL FIRE is in the process of completing a CEQA Mitigated Negative Declaration (MND) that covers much of the project area. The MND that is in progress will cover all the private lands located on the north end of the project area, east of Colfax and Weimar . The expected completion date for this document is January 2022.

NEPA compliance has already been assured by federal partners at the U.S. Bureau of Reclamation for the 80 acres included in the proposal under federal ownership. Placer Land Trust will be responsible for filing a Notice of Exemption (NOE) with the state clearinghouse to cover the approximately 45 acres located on private land that are not covered by the MND. Placer RCD and the subcontracted Placer Land Trust will hire out as necessary to complete the associated biological and archaeological surveys.

F. Administration

1. Describe any previous experience the project proponent has with similar projects. Include a list of recent past projects the proponent has successfully completed if applicable. Project proponents having no previous experience with similar projects should discuss any past experiences that may help show a capacity to successfully complete the project being proposed. This may include partnering with a more experienced organization that can provide project support.
2. Identify who will be responsible for tracking project expenses and maintaining project records in a manner that allows for a full audit trail of any awarded grant funds. (Please type in blank space below. Please note there is no space limitations).
 1. Placer RCD has a successful track record performing large-scale fuels maintenance and forest health projects in a timely and efficient manner. Placer RCD has implemented and managed two large-scale fuels reduction projects since 2019 with anticipated completion dates in March 2022. The projects utilized several different fuels management strategies including handwork and chipping, pile burning, grazing, and mastication. The District has experience successfully completing the administrative tasks prior to project implementation, including CEQA analyses, landowner outreach, and project layout, as well as post-project reporting. For current fuels reduction projects, experienced contractors have been or are being employed to reduce fuels through handwork, chipping, piling,

or mastication. RCD has used expertise from staff and contractors to designate treatment type based on topography, fuel type, and funding.

In addition to fuel breaks, Placer RCD has a long history serving as a liaison for implementation of forest health projects for private landowners through landowner assistance programs and outreach campaigns. The District is currently developing a programmatic framework for increasing the pace and scale of prescribed burning on private lands. Placer RCD is documenting common barriers to the implementation of prescribed fire and developing practical solutions. Existing agency cost-share programs are being used as a conduit to increase the pace and scale of controlled burns and empower private landowners with the tools and confidence to improve fire safety on privately-owned forestland. This will prove helpful for fuels management projects since a thorough understanding of the administrative and liability processes involved with burning often precludes the use of fire as a management tool. As a non-regulatory state agency, Placer RCD can successfully interface both with private landowners and public land management agencies to implement regional change.

2. Placer RCD will serve as fiscal sponsor for this project. As such, the RCD will take responsibility for tracking project expenses and maintaining project records in a manner that allows for a full audit trail. Placer RCD will work cooperatively with project partners to ensure that all expenses and records are tracked appropriately.

G. Budget

A detailed project budget should be provided in an Excel spreadsheet attached to this grant application. The space provided here is to allow for a narrative description to further explain the proposed budget.

1. Explain how the grant funds, if awarded, will be spent to support the goals and objectives of the project. If equipment grant funds are requested, explain how the equipment will be utilized and maintained beyond the life of the grant.
2. Are the costs for each proposed activity reasonable for the geographic area where they are to be performed? Identify any costs that are higher than usual and explain any special circumstances within the project that makes these increased costs necessary to achieve the goals and objectives of the project.
3. Is the total project cost appropriate for the size, scope, and anticipated benefit of the project?

4. Identify all Indirect Costs and describe why they are necessary for a successful project implementation. Administrative expenses to be paid by the Fire Prevention Grants must be less than 12% of the total grant request (excluding equipment).
5. Explain each object category in detail and how that would support meeting the grant objectives.
(Please type in blank space below. Please note there is no space limitations).

1. The grant funds will support the goals and objectives of the project by directly funding the expected costs for environmental analyses, community outreach, project coordination, and fuels reduction treatments.
2. Project costs are reasonable for the geographic area where they will be performed. Projected fuel reductions costs are based on similar fuels reduction treatments and projects that Placer RCD and partners are implementing in the region. The per acre cost of \$3,800 accounts for the expected range of \$2,500 - \$8,000 per acre, based on fuel type and density, type of treatment, slope, and terrain. Areas that require pile burning are significantly more expensive, and those acres factor into the estimated average per acre cost of \$3,800.
3. The total project cost is appropriate for the size, scope, and anticipated benefit of the project. Completion of this fuel break will be extremely beneficial in reducing the fire risk in neighboring SRA parcels in communities at high risk including Colfax, Auburn, Weimar, and other incorporated communities along the I-80 corridor.
4. The indirect costs of 12% include the overhead and regular operating costs of Placer RCD. This indirect percentage is critical to the successful implementation of this project as Placer RCD is primarily grant funded and relies on indirect costs for ongoing operational and overhead costs including but not limited to, office supplies and equipment, lease and utility payments, IT support, accounting, website management, insurance, administrative and supervisory staff.
5. The budget category costs are as follows:

Salaries and Wages (\$499,200 requested funds)

- Salaries and wages will support District staff costs for the Project Manager and Project Coordinator(s) that will be directly responsible for all aspects of project implementation including coordinating with CALFIRE and other partners, conducting community outreach, communicating with landowners, coordinating

with consultants, and identifying and supervising contractors to complete fuels reduction. The hours calculated represent the funding equivalent for 50% of the salaries for two full-time employees (FTE) for the duration of the grant period. These funds may support time for an additional project coordinator depending on other District commitments. Should another employee be necessary, the hours would be spread across three employees. Given the scale of the project, budgeting adequate staff time is critical for success.

Employee Benefits (\$156,000 requested funds)

- The employee benefits section accounts for fringe benefits that support the staff time of the Project Manager and Project Coordinator(s).

Contractual- (\$3,591,000 requested funds)

- Fuel reduction (\$3,116,000): Funds will support work completed by private fuel reduction and burn crews.
- Fuel reduction/PLT subcontractor (\$225,000): The District will sub-contract with Placer Land Trust (PLT) to complete fuels reduction on 45 acres managed by PLT. Funds will support project management, work completed by private fuel reduction and burn crews, community outreach, and consultant costs to complete required environmental compliance including, but not limited to, biological and archeological surveys.
- CEQA/NEPA (\$250,000): Funds will support consultant costs to complete required environmental compliance including, but not limited to, biological and archeological surveys.

Travel and Per Diem (\$6,878 requested funds)

- Travel and Per Diem will fund mileage costs by Placer RCD staff to partner meetings and project site visits over the 5-year project term.

Supplies (\$3,245 requested funds)

- Funding will support costs for forestry supplies/flagging.

H. California Climate Investments

The space provided here is to allow for a narrative description to further explain how the project/activity will reduce Greenhouse Gas emissions.

1. How will the project/activity reduce Greenhouse Gas emissions?

2. Is the project located in a Low-Income or Disadvantaged Community? If not, does the project benefit those communities. Please explain.
3. What are the expected co-benefits of the project/activity (i.e. environmental, public health and safety, and climate resiliency)?
4. When are the Greenhouse Gas emissions and/or co-benefits expected to occur and how will they be maintained?
(Please type in blank space below. Please note there is no space limitations).

1. It is estimated that a season of California wildfires generates more carbon dioxide emissions than annual fossil fuel use in the state. This project proposal will reduce greenhouse gas emissions by treating fuels with the goal of mitigating fire behavior in the North Fork American River canyon. If left untreated, the continuous fuelbed will support a high-severity wildfire, releasing significantly more carbon dioxide and other greenhouse gases into the atmosphere when a wildfire ignites. Given the project's proximity to the WUI, the fuels treatments would also help prevent a wildfire from burning homes, cars, and other materials that release toxic gases into the air. In the wake of climate change, strategic intervention is critical. The proposed fuel break, if implemented, would slow the spread of wildfire from the canyon, reduce fire intensity and severity, and decrease the potential for massive greenhouse gas emissions from catastrophic wildfire.
2. The proposed project is proximal to one AB 1550 Low-Income Community. This project will substantially reduce wildfire risk for this community and many others located along the I-80 corridor. Several small cities and towns, supporting a combined population of more than 15,000 people, are located along the North Fork American River Canyon rim and are highly vulnerable to wildfire. Low-income and disadvantaged communities tend to be more vulnerable when wildfire and other natural disasters occur, emphasizing the importance of this project to overall community health and safety.
3. In California, wildfire resiliency is closely linked to community, financial, and ecological resiliency. This proposed project hosts a long list of co-benefits. Primarily, this project improves community safety and wildfire awareness. According to a Local Working Group Survey of Placer County residents conducted in September 2020, the highest concern among community members was wildfire. The proposed project would mitigate fire behavior, improve community evacuation routes, and ensure the safety of first responders by conducting fuels reduction on ingress and egress routes. Environmentally, this fuel break would ensure that a high severity wildfire does not eliminate habitat and food sources for important local species of birds, fish, and mammals. When

wildfire burns at a high intensity, the heat has deleterious consequences on the soil, decreasing the soil's natural ability to hold and filter water and removing any nutrients that are utilized by the surrounding vegetation. Reducing the fuel loading with a shaded fuel break will decrease the intensity of an oncoming fire and benefits soil, wildlife, and vegetative health.

In addition, decades of fire suppression have left Sierra Nevada forests dense and over-crowded. Trees compete fiercely for resources, and crowded conditions allow for the rapid spread of forest pests and pathogens. Removing understory brush and smaller diameter trees will improve overall forest health and kickstart a plan of fire and forest resiliency.

Lastly, the proposed shaded fuel break would reduce the risk of wildfire impacting I-80, a transcontinental freeway, and a primary route for overland freight trucks. The costs of closing the highway exceeds about \$1 million per hour, quickly generating substantial financial losses to the state economy should a closure due to fire be necessary. As climate change exerts increasing pressure on the economic, ecological, and financial stability of the state, it is critical to invest in fuels reduction and forest health to prevent catastrophic wildfire and the associated greenhouse gas emissions.

4. The greenhouse gas emissions and associated benefits will begin as soon as treatment is initiated on the project. As more acres of fuels are appropriately treated, wildfire safety is increased and the risk of significant greenhouse gas emissions decreases. Since the fuel break spans private and federal land, it is expected that there will be ongoing efforts among landowners to maintain fuels reduction. Placer RCD and partners may assist with this effort.

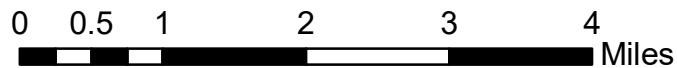
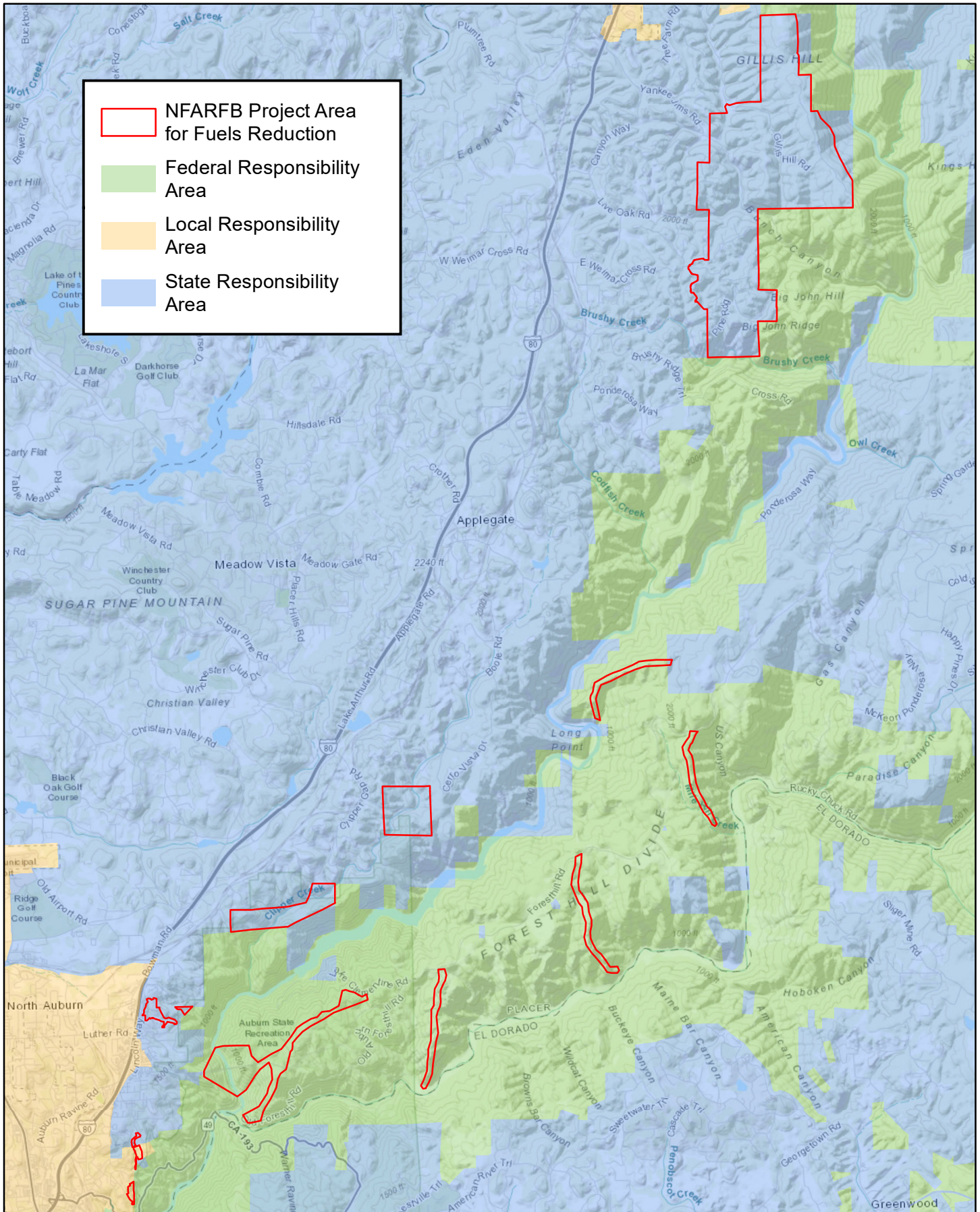
Tracking #: 20-FP-NEU-0216

Project Budget

Project Name: North Fork American River Shaded Fuel Break Phase 2

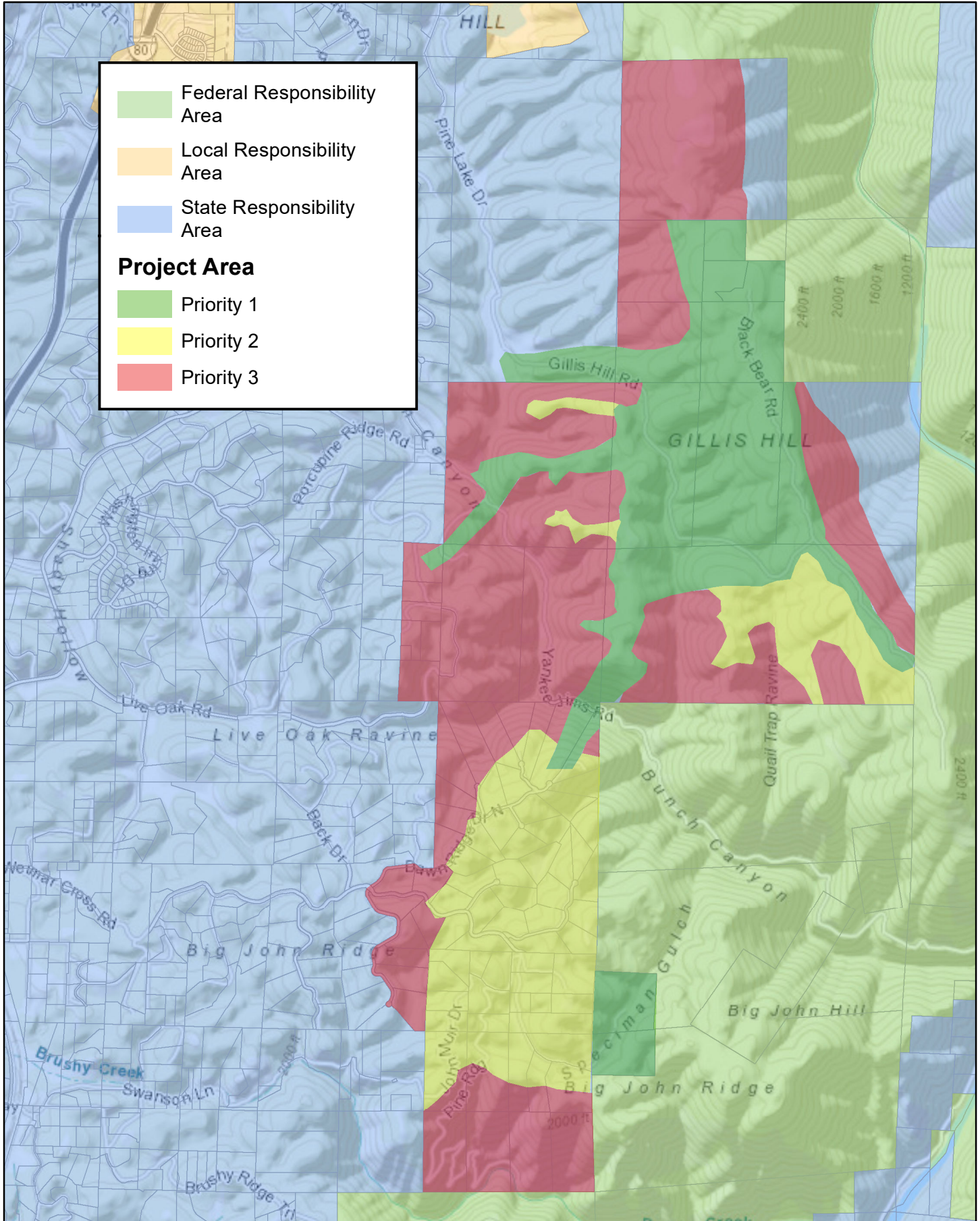
Budget Category	Item Description	Cost Basis			Cost Share (%)			Funding Source (\$)			Total (\$)
		Quantity	Units	Cost/Unit	Grant	Grantee	Partner	Grant	Grantee	Partner(s)	
A. Salaries and Wages											
	Project Manager/Coordinator(s)	10400	Hours	\$ 48	100%	0%	0%	\$ 499,200	\$ -	\$ -	\$ 499,200
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
	Sub-Total Salaries and Wages:							\$ 499,200	\$ -	\$ -	\$ 499,200
B. Employee Benefits											
	Project Manager/Coordinator(s)	10400	Hours	\$ 15	100%	0%	0%	\$ 156,000	\$ -	\$ -	\$ 156,000
		0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
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		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
	Sub-Total Employee Benefits:							\$ 156,000	\$ -	\$ -	\$ 156,000
C. Contractual											
	Fuel reduction	820	Acres	\$ 3,800	100%	0%	0%	\$ 3,116,000	\$ -	\$ -	\$ 3,116,000
	Fuel reduction/PLT subcontractor	1	Each	\$ 225,000	100%	0%	0%	\$ 225,000	\$ -	\$ -	\$ 225,000
	CEQA/ NEPA	1	Each	\$ 250,000	100%	0%	0%	\$ 250,000	\$ -	\$ -	\$ 250,000
		0	Acres	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Miles	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
	Sub-Total Contractual:							\$ 3,591,000	\$ -	\$ -	\$ 3,591,000
D. Travel & Per Diem:											
	Mileage	12506	Miles	\$ 1	100%	0%	0%	\$ 6,878	\$ -	\$ -	\$ 6,878
		0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
	Sub-Total Travel & Per Diem:							\$ 6,878	\$ -	\$ -	\$ 6,878
E. Supplies											
	Flagging/forestry supplies	1	Each	\$ 3,245	100%	0%	0%	\$ 3,245	\$ -	\$ -	\$ 3,245
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
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		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
	Sub-Total Supplies:							\$ 3,245	\$ -	\$ -	\$ 3,245
F. Equipment											
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
	Sub-Total Equipment:							\$ -	\$ -	\$ -	\$ -
G. Other Costs											
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
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		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
	Sub-Total Other Costs							\$ -	\$ -	\$ -	\$ -
Total Direct Costs								\$ 4,256,323	\$ -	\$ -	\$ 4,256,323
Indirect Costs (Exclude Equipment)						12%	\$ 510,759			\$ 510,759	
Total Project Costs								\$ 4,767,082	\$ -	\$ -	\$ 4,767,082
Less Program Income								\$ -			\$ -
Total Grant Proposed Costs								\$ 4,767,082	\$ -	\$ -	\$ 4,767,082

Overview - North Fork American River Shaded Fuel Break, Phase II 20-FP-NEU-0216



NOTICE FOR AMERICAN RIVER SHADDED FUEL BREAK, Phase II - 20-FP-NEU-0216

Gillis Hill and Weimar Sections

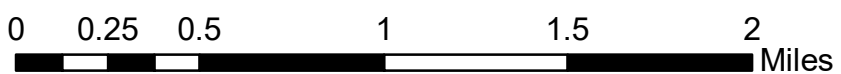


Legend

- Federal Responsibility Area
- Local Responsibility Area
- State Responsibility Area

Project Area

- Priority 1
- Priority 2
- Priority 3



NORTH FORK AMERICAN RIVER SHADED FUEL BREAK, Phase II - 20-FP-NEU-0216

Auburn and Confluence Sections

