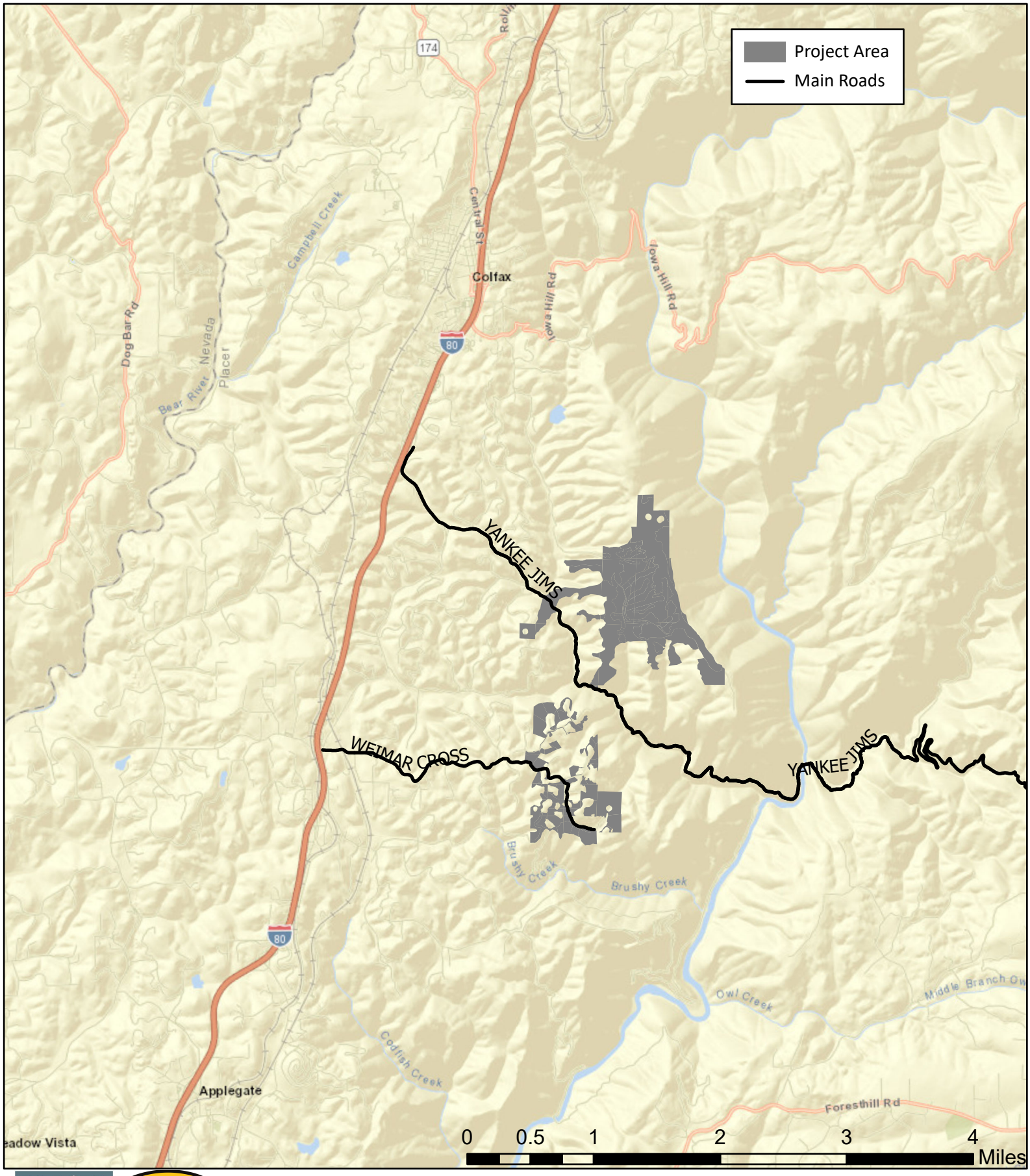
NORTH FORK AMERICAN RIVER SHADED FUEL BREAK PHASE II

PLACER COUNTY RESOURCE CONSERVATION DISTRICT

Auburn, CA

Request for Proposals (RFP)



NFARSFB Phase II RFP
Vicinity Map

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PLACER COUNTY RESOURCE CONSERVATION DISTRICT
REQUEST FOR PROPOSALS for the NORTH FORK AMERICAN RIVER SHADED FUEL BREAK PHASE II

RELEASE DATE: January 20th, 2024

CLOSING DATE: Proposals must be received by February 5th, 2024

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

Table of Contents

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 February 5th, 2024 in accordance with the instructions contained herein. Late proposals will not be considered.

The RCD estimates the total project cost for mastication, handwork, vegetation control, and pile burning assistance to be **no greater than $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	January 20th, 2024
Pre-Proposal Field Meeting (Mandatory)	January 30th, 2024
Final RFP Questions Due	January 31st, 2024
Pre-Proposal Question Responses Posted	February 1st, 2024
Proposal Due Date	February 5th, 2024
Contract Award	No later than February 19th, 2024
CEQA Completion and Work Start Date	TBD

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 January 31st, 2024. Question responses will be posted on the RCD website (https://placerrcd.org/news/rfp/) no later than February 1st, 2024. 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 January 30th, 2024 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 4:00 p.m. local time on January 29th, 2024. 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 February 5th, 2024. 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 February 5th, 2024 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 in Section IV. 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 designated 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 Exhibit A 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 work[1], plus **Hourly rates** for tracked and/or tow-behind chipper
Per acre rates for mastication
Hourly rates for foliar application of herbicide[2]
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. CONTRACTOR must be capable of beginning work no later than 30 days following award of contract. The RCD anticipates 75% or more completion by June 30th, 2024.

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 February 19th, 2024. Start date is dependent on RCD project management capacity and CEQA completion. CONTRACTOR shall not begin work without express permission from the RCD. All work must be complete, and invoices submitted, 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 (MND) under the California Environmental Quality Act (CEQA) will be filed on a yet to be determined date with CAL FIRE as the lead agency. A draft of the MND is provided in Exhibit G.

The project covers a variety of vegetation types, including foothill pine/oak woodland, Ponderosa pine, Douglas-fir/mixed conifer, chapparal, 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 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 draft 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	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. 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.	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		At least 50% of the understory vegetation present before operations will	Determined by consultation with facility owner

	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. 2) Burning is prohibited within the WLPZ		be left living and well distributed within the ELZ to maintain soil stability.	
Hand Work (Non 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 found before the start of operations. Live trees larger than 12 inches DBH may not be cut. 2) Burning is prohibited within the WLPZ 3) Heavy Equipment Shall be prohibited from entering the WLPZ		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. 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. 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.	
Follow-up Herbicide	No operations	No operations	No operations	Determined by consultation with

Application				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, the required language of these General Conditions 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

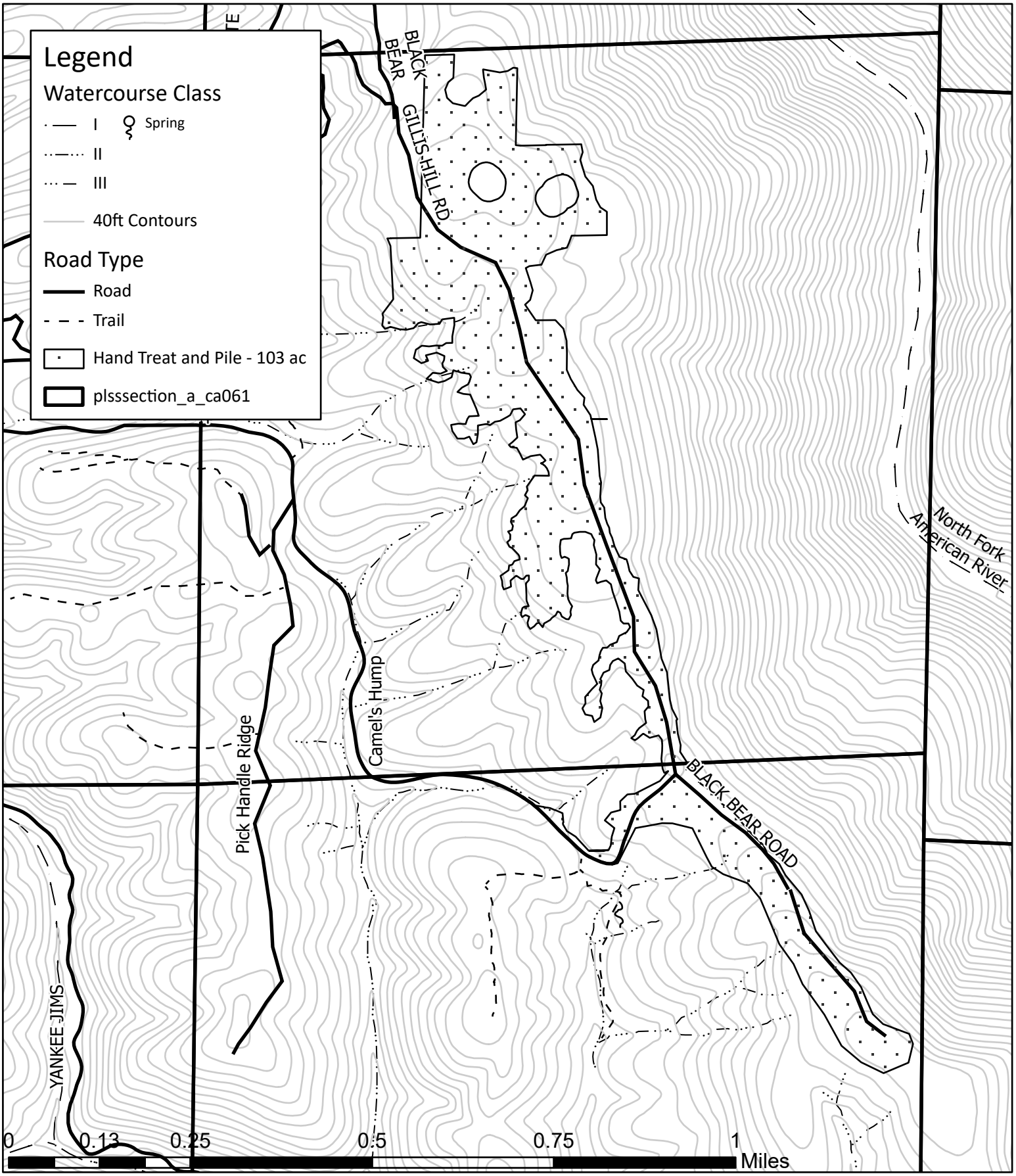
ZONE	ITEM NO.	DESCRIPTION (Vegetation Treatment Type)	UNIT (acres +/-)	PRICE	TOTAL ESTIMATED PRICE	NOTES
Zone 1	Item I	Hand Treat and Pile for Burning	103	_____per man hour	_____	
Zone 2	Item II	Hand Treat Chip and Spread	12	_____per man hour _____per chipper hour	_____	
	Item III	Hand Treat and Pile 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		_____	
	Hand treatment prices Includes stump application of herbicide? [1] *Circle **Y** or **N***					
	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

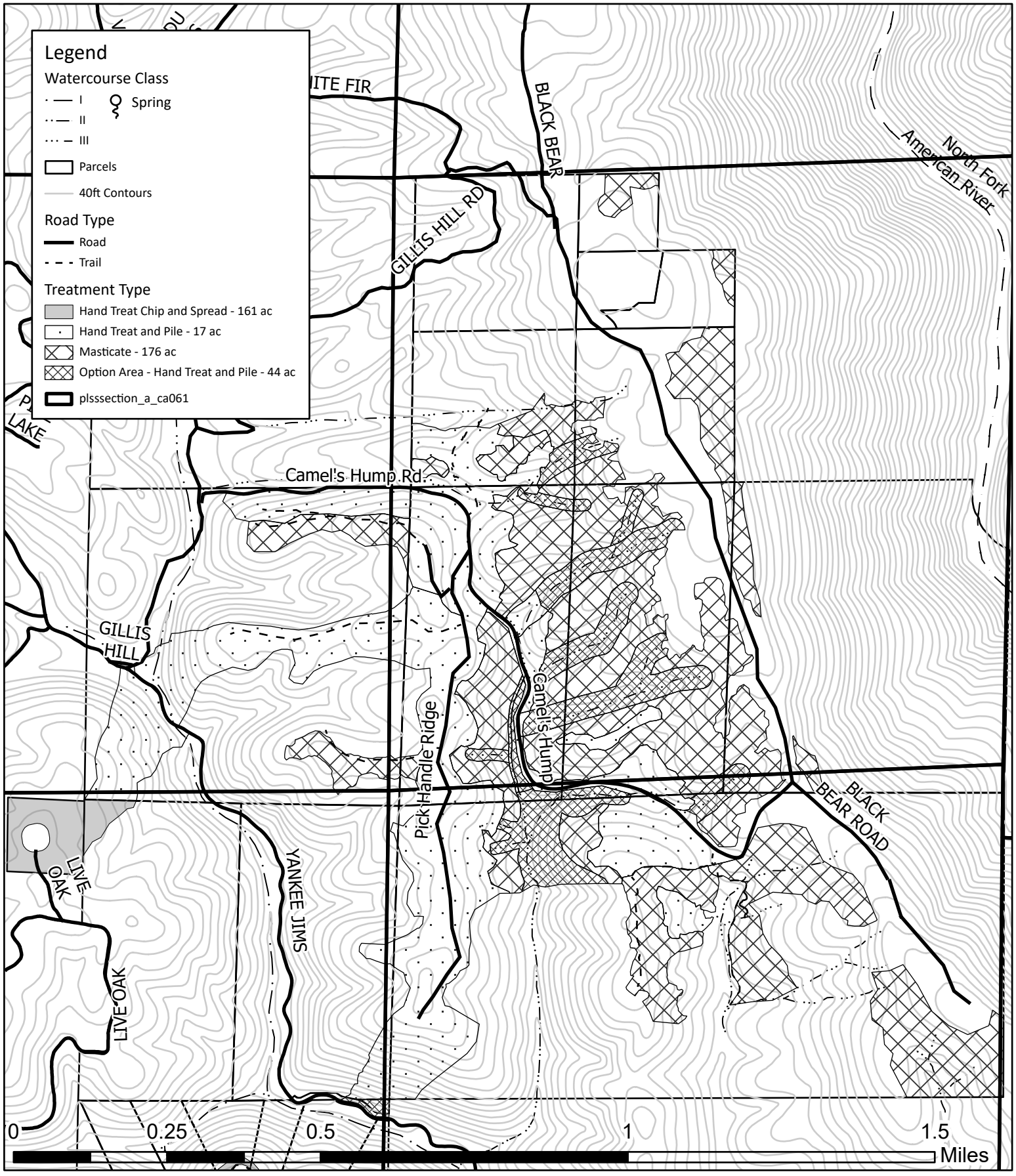


NFARSFB Phase II RFP
Treatment Zone 1

N

T14N R09E S13,24 MDBM. Colfax 7.5 Minute Quadrangle. Mapped by LC 12/21/23

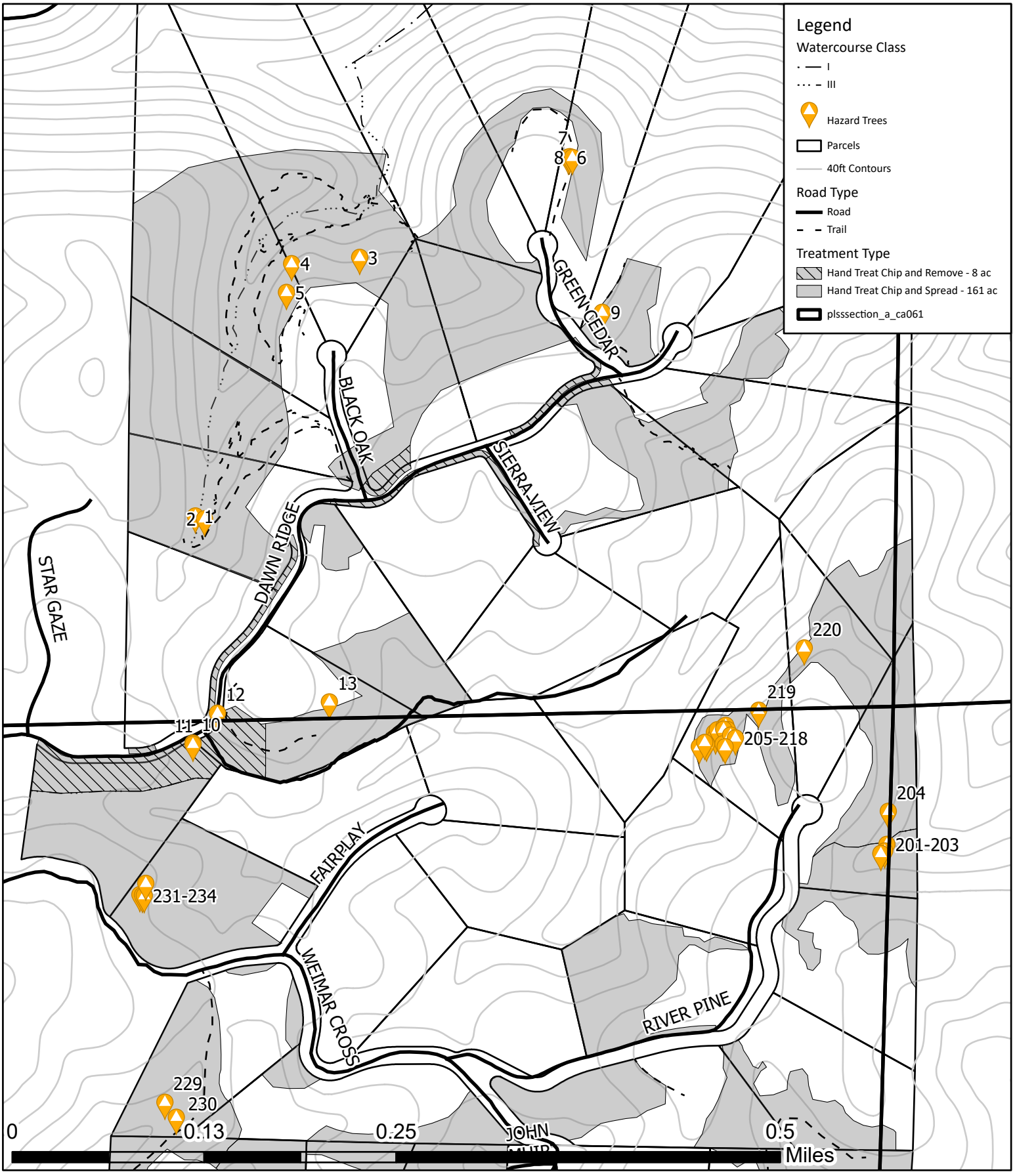
EXHIBIT B- Zone 2 Project Map



NFARSFB Phase II RFP
Treatment Zone 2

T14N R09E S13,14,23,24 MDBM. Colfax 7.5 Minute Quadrangle. Mapped by LC 12/6/23

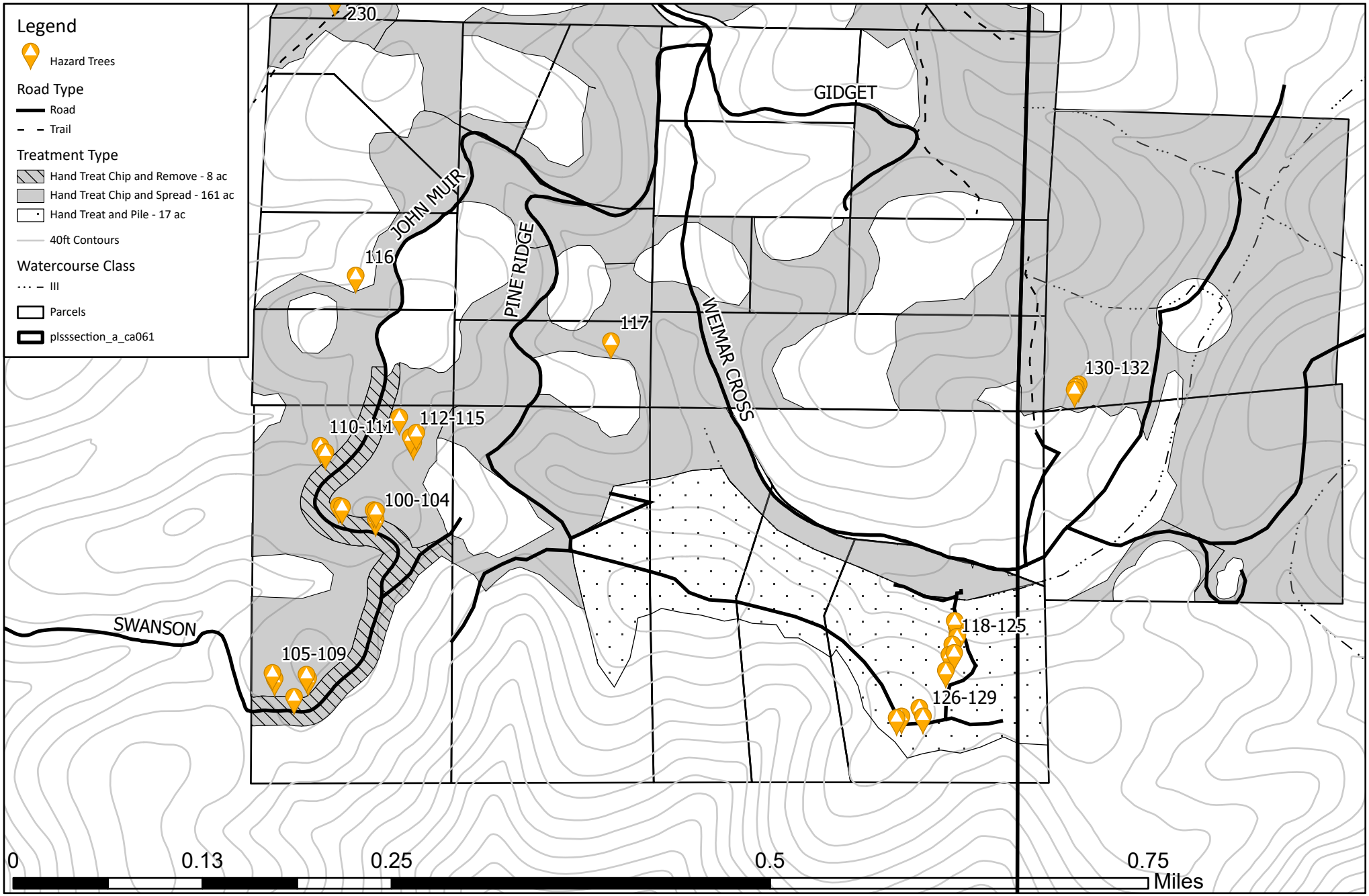
EXHIBIT B- Zone 3 Project Map 1 of 2



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

T14N R09E S14,26 MDBM. Colfax 7.5 Minute Quadrangle. Mapped by LC 12/6/23

EXHIBIT B- Zone 3 Project Map 2 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

N

EXHIBIT C - Agreement between the RCD and CALFIRE

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.

1. ☐ 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.

2. ☒ 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 Sarah Jones Signature of Authorized Representative	By DocuSigned by: F97F3EA1B67C49E...
Title EXECUTIVE DIRECTOR	Title: **Mike Richwine, State Fire Marshal**
Date 11/22/2021	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.

DocuSigned by: 30B0E1AC61EA48D...
Signature of CAL FIRE Accounting Officer

12/7/2021
Date

Agreement Funding Certification

State Contract #:	Project #:	Purchase Order ID#	Supplier ID#
5GA20108			0000012271
Grantee Name		**Participant / Trustee**	
Placer County Resource Conservation District			
Grant Grand Total:			**$ 4,767,082.00**

Fund	Fund Name		
0001	General Fund		
Project ID	**Activity ID**	***GL Unit**	**Bud Ref**
N/A	N/A	3540	0011
Program Number	**ENY**	***Account**	**Alt Acct**
2470010	2020	5340580	5340580000
Rptg Structure	**Svc Loc**		
35405909	96149		
Prior Amount Encumbered for this Agreement:			-
Projected Expenditure INCREASE Encumbrance by:			-
Projected Expenditure DECREASE Encumbrance by:			-
Amount Encumbered by this Document:			$ 4,118,263.00

Fund	Fund Name		
3228	Greenhouse Gas Reduction Fund		
Project ID	**Activity ID**	***GL Unit**	**Bud Ref**
N/A	N/A	3540	101
Program Number	**ENY**	***Account**	**Alt Acct**
2470010	2020	5340580	5340580000
Rptg Structure	**Svc Loc**		
35405909	96150		
Prior Amount Encumbered for this Agreement:			-
Projected Expenditure INCREASE Encumbrance by:			-
Projected Expenditure DECREASE Encumbrance by:			-
Amount Encumbered by this Document:			$ 648,819.00

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.

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.

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.

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.

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

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

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.

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

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

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.

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.

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.

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:

   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:

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

3. **Sponsoring Organization:**

   Project Manager

   Title: Executive Director

   First Name: Sarah Last Name: Jones

   Address Line 1: 281 Nevada St.

   Address Line 2:

   City: Auburn State: California Zip Code: 95603

   Phone Number: (530) 390-6681 Secondary Phone Number:

   Email Address: sarah@placerrcd.org Fax Number:

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:

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

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

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.***

- [x] 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)
- [x] Local Hazard Mitigation Plan
- [x] 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
- [x] 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.

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
☑	Application Form (.pdf)	20-FP-NEU-0216-Application.pdf
☑	Scope of Work (.doc)	20-FP-NEU-0216-SOW.doc
☑	Project Budget (.xls)	20-FP-NEU-0216-Budget.xls
☑	Project Map (.pdf)	20-FP-NEU-0216-MAP.pdf
☐	Articles of Incorporation (.pdf) - Applies to Non-Profits only	20-FP-UUU-XXXX-AOI.pdf
☑	Mapping	Create a Geo Point & Polygon web link

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

Sarah Jones — **Original Signature Required: Grantee's Authorized Representative**

10/22/21 — **Date Signed**

SARAH JONES — **Printed Name**

EXECUTIVE DIRECTOR — **Title**

Executed on: 10/22/21 (**Date**) at AUBURN, CA (**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.

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.

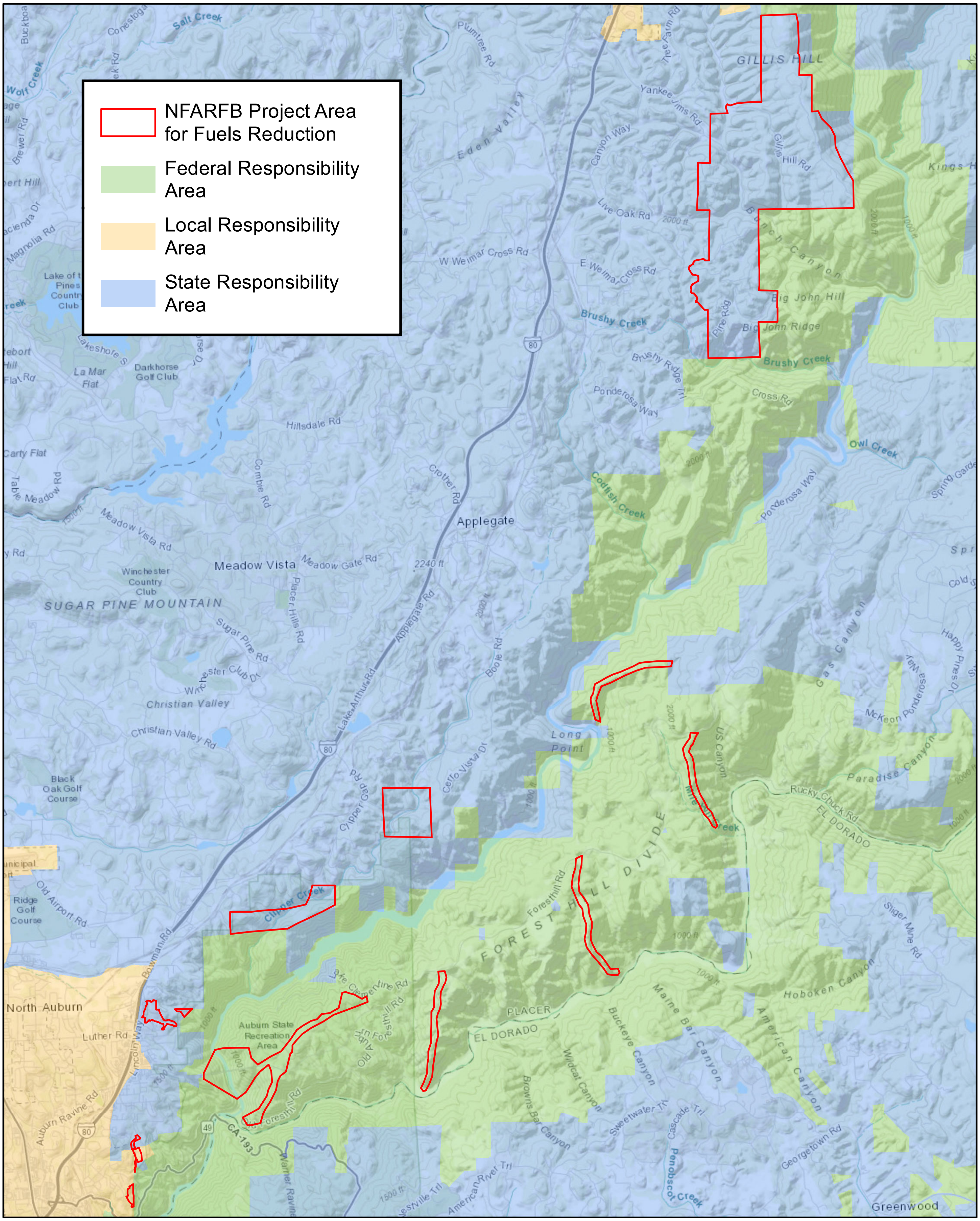
Tracking #: 20-FP-NEU-0216

Project Budget

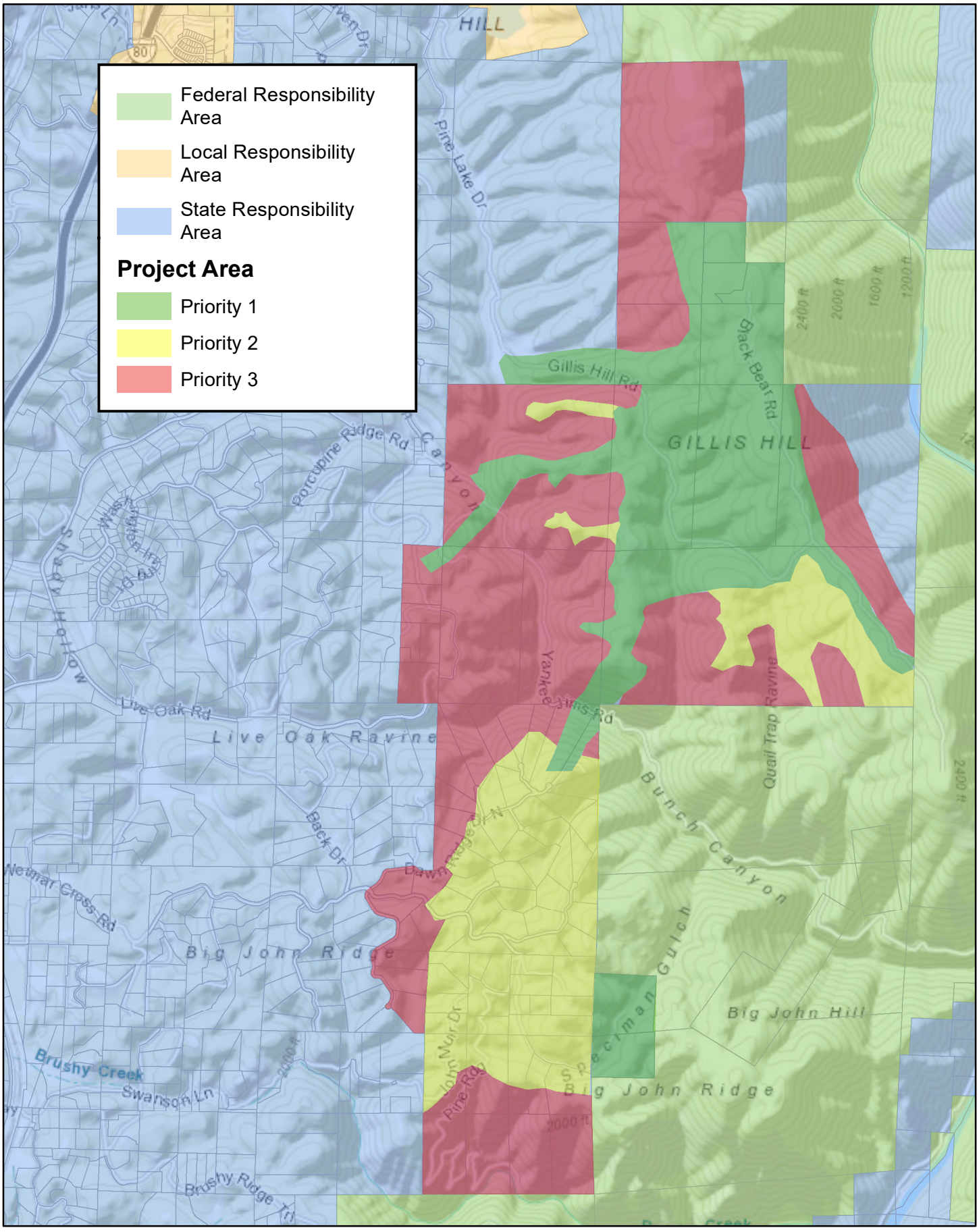
Project Name: North Fork American River Shaded Fuel Break Phase 2

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%	$ -	$ -	$ -	$ -
	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%	$ -	$ -	$ -	$ -
		0	Hours	$ -	0%	0%	0%	$ -	$ -	$ -	$ -
		0	Hours	$ -	0%	0%	0%	$ -	$ -	$ -	$ -
		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%	$ -	$ -	$ -	$ -
		0	Each	$ -	0%	0%	0%	$ -	$ -	$ -	$ -
		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%	$ -	$ -	$ -	$ -
		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%	$ -	$ -	$ -	$ -
		0	Each	$ -	0%	0%	0%	$ -	$ -	$ -	$ -
		0	Each	$ -	0%	0%	0%	$ -	$ -	$ -	$ -
		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



North Fork American River Shaded Fuel Break, Phase II - 20-FP-NEU-0216
Gillis Hill and Weimar Sections



North Fork American River Shaded Fuel Break, Phase II - 20-FP-NEU-0216
Auburn and Confluence Sections

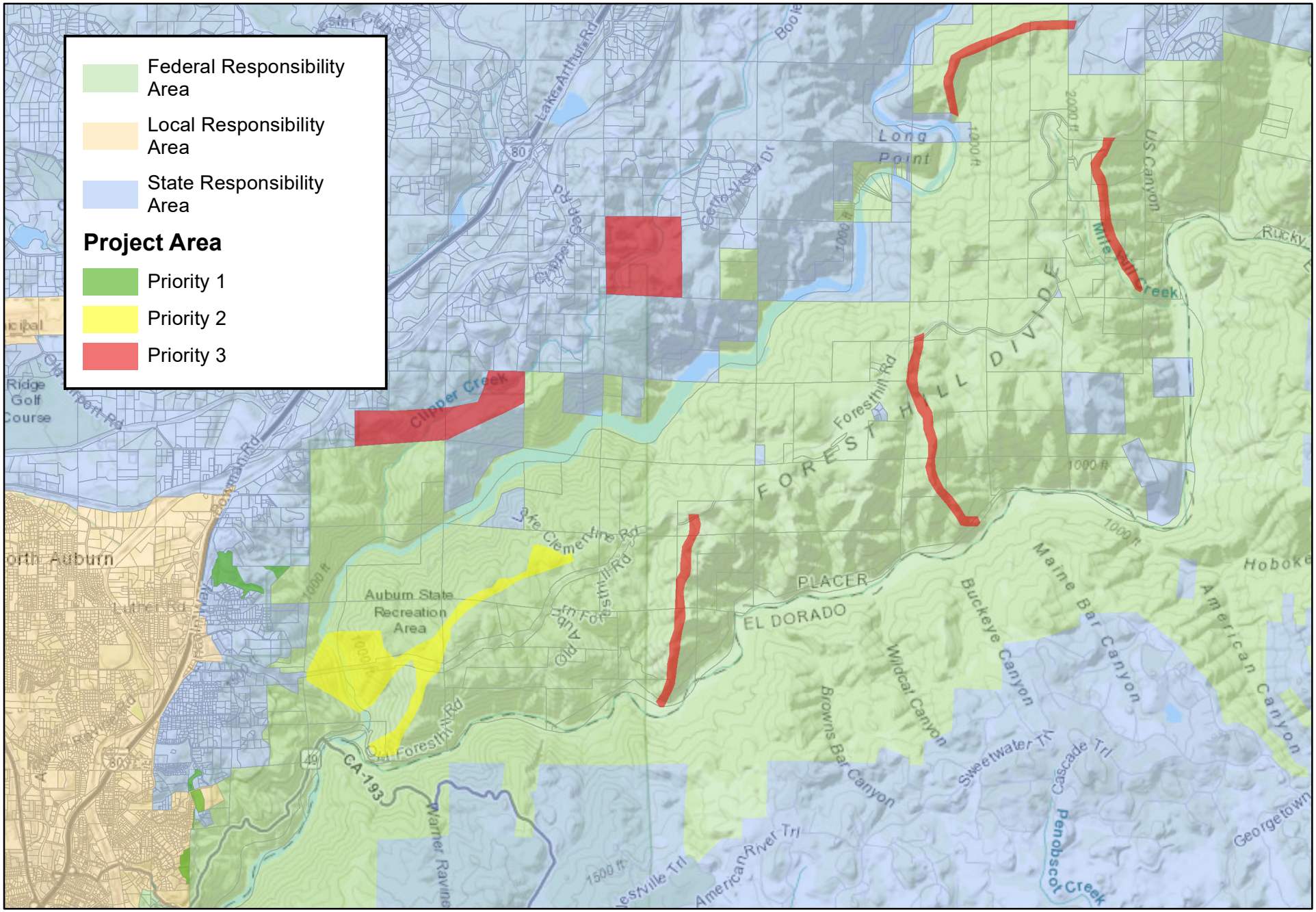


EXHIBIT D – Sample Agreement

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 polices 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.

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

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 1st – March 31st	April 15
April 1st – June 30th	July 15
July 1st – September 30th	October 15
October 1st – December 31st	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 prohibit 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 1 continuous hour 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.*_____

1. Fire Tools per PRC			COMMENTS
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	_____
2. Fire Pumper or Water Tender with communications and 200 feet of minimum 1" hose / TriMax 30*			
Located on project area	Y	N	_____
Filled with water	Y	N	_____
In operating condition	Y	N	_____
3. Vehicles - Each vehicle has a shovel and axe	Y	N	_____
4. Equipment - All equipment has a shovel and 5 gal backpack	Y	N	_____
5. Chainsaw Operators			
Chainsaws equipped with spark arrester	Y	N	_____
Fire extinguisher or shovel within 25' of operation	Y	N	_____
6. Inspection for Fire			
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 – Draft Mitigated Negative Declaration

Initial Study-Mitigated Negative Declaration
for the proposed
North Fork American River Shaded Fuel Break Project
Placer County, California
State Clearinghouse Number XXXXXXXXXX

prepared by:

The California Department of Forestry and Fire Protection
The Lead Agency Pursuant to § 21082.1 of the
California Environmental Quality Act

CAL FIRE
P.O. Box 944246
Sacramento, CA 94244-2460
(916) 263-3370

June 17, 2022

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MITIGATED NEGATIVE DECLARATION

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STAGE OF CEQA DOCUMENT DEVELOPMENT

☐ **Administrative Draft.** This California Environmental Quality Act (CEQA) document is in preparation by California Department of Forestry and Fire Protection (CAL FIRE) staff.

☐ **Public Document.** This completed CEQA document has been filed by CAL FIRE at the State Clearinghouse on XXXXX, XX, 20XX, and is being circulated for a 30-day state agency and public review period. The review period ends on XXXX, 20XX.

☐ **Final CEQA Document.** This final CEQA document contains the changes made by the Department following consideration of comments received during the public and agency review period. The CEQA administrative record supporting this document is on file, and available for review, at CAL FIRE's Sacramento Headquarters, Environmental Protection Program.

INTRODUCTION

This initial study-mitigated negative declaration (IS-MND) describes the environmental impact analysis conducted for the proposed project. This document was prepared by CAL FIRE staff utilizing information gathered from a number of sources including research, field review of the proposed project area and consultation with environmental planners and other experts on staff at other public agencies. Pursuant to § 21082.1 of CEQA, the lead agency, CAL FIRE, has prepared, reviewed, and analyzed the IS-MND and declares that the statements made in this document reflect CAL FIRE's independent judgment as lead agency pursuant to CEQA. CAL FIRE further finds that the proposed project, which includes revised activities and mitigation measures designed to minimize environmental impacts, will not result in a significant effect on the environment.

REGULATORY GUIDANCE

This IS-MND has been prepared by CAL FIRE to evaluate potential environmental effects that could result following approval and implementation of the proposed project. This document has been prepared in accordance with current CEQA Statutes (Public Resources Code §21000 *et seq*.) and current CEQA Guidelines (California Code of Regulations [CCR] §15000 *et seq*.)

An initial study is prepared by a lead agency to determine if a project may have a significant effect on the environment (14 CCR § 15063(a)), and thus, to determine the appropriate environmental document. In accordance with CEQA Guidelines §15070, a "public agency shall prepare…a proposed negative declaration or mitigated negative declaration…when: (a) The initial study shows that there is no substantial evidence…that the project may have a significant impact upon the environment, or (b) The initial study identifies potentially significant effects but revisions to the project plans or proposal are agreed to by the applicant and such revisions will reduce potentially significant effects to a less-than-significant level." In this circumstance, the lead agency prepares a written statement describing its reasons for concluding that the proposed project will not have a significant effect on the environment and, therefore, does not require the

preparation of an environmental impact report. This IS-MND conforms to these requirements and to the content requirements of CEQA Guidelines § 15071.

PURPOSE OF THE INITIAL STUDY

The California Department of Forestry & Fire Protection (CAL FIRE) is proposing to implement vegetative fuel reduction treatments along a swath of land between Interstate 80 and the North Fork of the American River in Placer County. The purpose of the project is to reduce the risk and severity of wildfire, reduce forest pests, and insect damage, resulting in a more fire resilient forest. The end goal is a healthier forest with better growing conditions for the residual trees and reduced risk of fire for community.

This document represents portions of an Initial Study for a Mitigated Negative Declaration for the North Fork of the American River Fuel Break Treatment Project (Project). This report follows the State CEQA Guidelines which are codified at California Code of Regulations, Title 14, Division 6, Chapter 3, Sections 15000-15387, to demonstrate compliance with the California Environmental Quality Act (CEQA; Public Resources Code 21000-21189).

CAL FIRE has primary authority for carrying out the proposed project and is the lead agency under CEQA. The purpose of this IS-MND is to present to the public and reviewing agencies the environmental consequences of implementing the proposed project and to describe the adjustments made to the project to avoid significant effects or reduce them to a less-than-significant level. This disclosure document is being made available to the public and reviewing agencies for review and comment. The IS-MND is being circulated for public and state agency review and comment for a review period of 30 days as indicated on the ***Notice of Intent to Adopt a Mitigated Negative Declaration*** (NOI). The 30-day public review period for this project begins on June , 20XX and ends on XXXXX XX, 20XX.

The requirements for providing an NOI are found in CEQA Guidelines §15072. These guidelines require CAL FIRE to notify the general public by providing the NOI to the county clerk for posting, sending the NOI to those who have requested it, and utilizing at least one of the following three procedures:

- Publication in a newspaper of general circulation in the area affected by the proposed project,
- Posting the NOI on and off site in the area where the project is to be located, or
- Direct mailing to the owners and occupants of property contiguous to the project.

CAL FIRE has elected to utilize (list which ones were used and describe the newspaper in which the NOI was published and when and where the NOI was posted on and off site, whichever apply) the XXX of the three notification options. An electronic version of the NOI and the CEQA document were made available for review for the entire 30-day review period through their posting at:

http://www.fire.ca.gov/resource_mgt/resource_mgt_EPRP_PublicNotice.php.

If submitted prior to the close of public comment, views and comments are welcomed from reviewing agencies or any member of the public on how the proposed project may affect the environment. Written comments must be postmarked or submitted on or prior to the date the public review period will close (as indicated on the NOI) for CAL FIRE's consideration. Written comments may also be submitted via email (using the email address that appears below), but comments sent via email must also be received on or prior to the close of the 30-day public comment period. Comments should be addressed to:

Christopher E. Browder
Deputy Chief, Environmental Protection
CAL FIRE
P.O. Box 944246
Sacramento, CA 94244-2460
Phone: (916) 653-4995
Email: sacramentopubliccomment@fire.ca.gov

After comments are received from the public and reviewing agencies, CAL FIRE will consider those comments and may (1) adopt the mitigated negative declaration and approve the proposed project; (2) undertake additional environmental studies; or (3) abandon the project.

Project Description and Environmental Setting

PROJECT LOCATION

The proposed project is in Placer County between the communities of Auburn and Colfax. The project covers 6,051 acres parallel to and in between the North Fork of the American River and Interstate 80. Ownership consists of 5,927 acres in private ownership and 124 acres of federal land administered by the Bureau of Land Management. Federal lands are likely to be permitted under a separate NEPA process but are included in this analysis as disclosure of the future efforts that may occur as a part of this project. The legal descriptions for the project are indicated in Table 1.1 below.

Table 1.1 – Project Location by Township, Range, and Section, All within the Mount Diablo Base and Meridian.

Township	Range	Sections
15 North	9 East	23,26,25,36,35
14 North	9 East	2,1,11,12,14,13,23,24,27,26,25,33,34,35
13 North	9 East	3,2,4,10,9,17,16,15,19,20,21,29,30,31
13 North	8 East	25,26,35,36

BACKGROUND AND NEED FOR THE PROJECT

Wildland fire is the primary threat to property, and resources in the Sierra Nevada Foothills. Of the 20 largest and most damaging wildfires in California history, 17 (85%) of those fires have occurred in the last 15 years. Fire history is well documented in this area. In the past 20 years there have been 12 wildfires in the portion of the North Fork of the American River Canyon adjacent to the project area which has cumulatively burned 8,051 acres, and threatened thousands of homes and multiple communities. The project is adjacent to the North Fork of the American River Canyon, which is included in the Auburn State Recreation Area, and is a major concentration of public use. Approximately 567 structures are inside or within 1,000 feet of the project area and are at high risk due to the vegetation conditions present in the area, and the proximity to the Canyon. Several thousand homes lie within ½ mile of the project area. Enhanced protection for 8 communities will be provided by this project including Bowman, Clipper Gap, Applegate, Heather Glen,

Weimar, Colfax, Cape Horn and Iowa Hill. The project is necessary to alter the fuel structure in the project area to create a condition in which fire intensity would be decreased, Ingress and egress would be made safer of the public to evacuate and fire personnel to respond, and fire suppression activities would be more efficient and effective.

Project Objectives

The project is intended to reduce the spread and severity of uncontrolled vegetation fires and to increase the protection of structures in the State Responsibility Area. To achieve this objective, treatments are designed to create a zone of reduced fuels along the rim of the North Fork of the America River Canyon, allowing for a greater probability of preventing a fire originating in the canyon from spreading into adjacent communities. The project also proposes to treat fuels along roadways to provide safer evacuation corridors, improved emergency ingress/egress, and provide increased defensible space beyond PRC 4291 requirements around structures in the project area.

Project Start Date

The implementation of this project will occur in phases depending upon available funding. One CAL FIRE grant is approved to fund a portion of the project east of Weimar. That phase of implementation will begin as soon as the CEQA compliance is achieved, perhaps as soon as the Summer or Fall of 2022.

Project Description

The proposed project would treat and maintain up to 6,051 acres incrementally as implementation funding becomes available from various sources. The project treatments include mastication, hand cutting, chipping of cut material, hand and mechanical piling and burning of material, pruning of trees, targeted herbicide application by hand following consultation with a California Licensed Pest Control Advisor, and prescribed broadcast burning. Project treatments are summarized by the following tables.

Mastication (Mowing):

The mastication (mowing) treatment can be applied to the tree, grass, and brush dominated vegetation types present in the project area, up to a maximum slope of 30% for wheeled equipment, 50% for tracked equipment, and 65% for walking excavator type equipment.

Mastication (Mowing) Treatment Specifications	
Tree Removal	• Cut conifers less than 12 inches DBH within the drip line of a tree larger than 12 inches DBH. Cut hardwoods less than 6 inches DBH within the drip line of a tree larger than 12 inches DBH. • Outside the drip line of larger trees thin conifers less than 12 inches DBH and hardwoods less than

	10 inches DBH to achieve an average tree spacing of 17 feet (includes trees of all species and sizes).
Brush Removal	• For Conifer and Hardwood dominated areas, cut brush within the project area, except that, in areas where such removal would result in no brush being present within a 150-foot circle in any given treated location, under which scenario, 100 to 400 square foot patches of brush would be retained throughout the unit as needed. • For shrub dominated areas shrubs will be thinned to the extent that there is 1 shrub every 30 feet.
Dead woody material	• Masticate dead woody debris larger than 1 inch in diameter and smaller than 14 inches in diameter.
Pruning	• Prune all conifers and hardwoods selected by field staff to a height of 8 feet or to 50% live crown, whichever is less.
Standing dead tree removal	• Standing dead trees up to 12 inches DBH will be felled when identified by an RPF or designee by marking prior to being felled.
Slash treatment	• All material generated by the treatments listed above shall be masticated to a material depth not to exceed 6 inches. Tree and brush stumps may not exceed 6 inches in height. • Where mastication alone is not sufficient to treat slash in a manner which achieves project goals, a grapple equipped excavator or tracked front end loader may be used to remove or create slash piles which can later be burned.

Roadside Hand Thinning:

The Roadside Hand thinning treatment can be applied to tree and brush dominated areas 0-100 feet out from existing roads.

Roadside Treatment Specifications	
Tree Removal	• Cut conifers less than 12 inches DBH within the drip line of a tree larger than 12 inches DBH. Remove all hardwoods less than 6 inches DBH within the drip line of a tree larger than 12 inches DBH. • Outside the drip line of larger trees thin conifers less than 12 inches DBH and hardwoods less than 6 inches DBH to achieve an average tree spacing of 17 feet (includes trees of all sizes).
Brush Removal	• Cut brush within the treatment area.
Dead woody material	• Chip or pile burn dead woody debris larger than 1 inch in diameter and smaller than 14 inches in diameter.
Pruning	• Prune all conifers and hardwoods selected by field staff to a height of 8 feet or to 50% live crown, whichever is less.
Standing dead tree removal	• Standing dead trees of any size may be felled when identified by an RPF or designee by marking prior to being felled.
Slash treatment	• All material generated by the treatments listed above shall be manually pulled to a roadside location and chipped, piled and burned, or removed (optional).

Hand Thinning:

The hand thinning treatment can be applied to tree and brush dominated areas at all slope classes.

Hand Thinning Treatment Specifications	
Tree Removal	• Cut conifers less than 12 inches DBH within the drip line of a tree larger than 12 inches DBH. Remove all hardwoods less than 6 inches DBH within the drip line of a tree larger than 12 inches DBH. • Outside the drip line of larger trees thin conifers less than 12 inches DBH and hardwoods less than 6 inches DBH to achieve an average tree spacing of 17 feet (includes trees of all species and sizes).
Brush Removal	• For conifer and hardwood dominated areas, cut brush within the project area, except that in areas where such removal would result in no brush being present within a 150-foot circle in any given treated location. In this scenario 100 to 400 square foot patches of brush shall be retained throughout the unit to provide wildlife habitat and cover. • For shrub dominated areas shrubs will be thinned to the extent that there is 1 shrub every 30 feet.
Dead woody material	• Chip or pile burn dead woody debris larger than 1 inch in diameter and smaller than 14 inches in diameter.
Pruning	• Prune all conifers and hardwoods selected by field staff to a height of 8 feet or to 50% live crown, whichever is less.
Standing dead tree removal	• Standing dead trees up to 12 inches DBH will be felled when identified by an RPF or designee by marking prior to being felled.
Slash treatment	• All material generated by the treatments listed above shall be treated by lopping, chipping,

	mastication, hand piled and burned, or removal (optional). • 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. • In areas less than 50% slope material may be chipped using a tracked chipper. Chips shall be spread to a depth no greater than 6 inches.

Broadcast Burning

Judicious use of broadcast burning is proposed on select sites following initial treatments to reduce fuel loading. Broadcast burning may be applied to any of the project treatment areas to reduce surface and ladder fuels present on the site. Burning will occur under conditions where surface fuels such as downed wood, grasses, and small seedling sized trees (less than 4 inches DBH) and shrubs would be consumed. Some incidental pole sized trees (4–10-inch dbh) trees may be killed by the burning in amounts less than 10% of the pretreatment amounts. Burning would be contained by the construction of hand lines and potentially dozer lines in areas less than 50% slope. Broadcast burning shall occur following completion of CAL FIRE procedures including a Cal Fire vegetation management program environmental checklist, burn maps, developing burning prescription, air quality management, entry into the Prescribed Fire Information Reporting System (PFIRS), and public notification by press release and direct contact with residents.

Follow-up Herbicide Application

As a means for maintenance within areas previously treated according to treatment descriptions listed above, herbicides may be used to control re-sprouting or germinating plants to maintain vegetation densities specified by the treatments. Targeted herbicide application will be limited to those participants that agree to such herbicide use, by hand, following consultation with a California Licensed Pest Control Advisor.

ENVIRONMENTAL SETTING OF THE PROJECT REGION

DESCRIPTION OF THE LOCAL ENVIRONMENT

The project area encompasses 6,051 acres in Placer County between the 1600-foot and 2600-foot elevation. The Mediterranean climate is typified by cool moist winters and warm dry summers. The soils are generally productive and provide ample conditions to allow vegetation to reliably grow large quantities of biomass. This part of the Sierra Nevada Foothills evolved with the influence of natural and anthropogenic fire resulting in a fire adapted ecosystem comprised of fire dependent plant species; primarily a mix of grasses, chapparal, hardwood, and hardwood conifer forests with high plant diversity. Unmanaged portions of the

project area are overgrown with a thick understory of brush and small trees. Such conditions are the result of fire exclusion, a decrease in forest management, and infrequent grazing in this portion of the County.

The vegetation types present in the project area were classified using the CWHR system based on field analysis of NAIP imagery and field reconnaissance. The CWHR terrestrial vegetation mapping indicated the presence of eight habitat types within the Project area (Table 1). The proposed Project occurs primarily in montane hardwood (MHW) and montane hardwood-conifer (MHC) forest. The most common tree size classes are 3 (pole) and 4 (small tree), and canopy cover varies from open to dense. A significant portion of the Project area is also covered by mixed chaparral (MCH) which is a shrub-dominated community type. Shrubs were reported to be mature or decadent in the Project area (CWHR data). Minor portions of the Project area included Ponderosa pine (PPN), Sierra mixed conifer (SMC), blue oak woodland (BOW), and blue oak- foothill pine (BOP) communities. Pockets of annual grasslands (AGS) were distributed throughout the Project area. The CWHR vegetation classifications are mapped on Figure A, 1-4.

Table 1 – California Wildlife Habitat Types and Ratings within Project Area

Dominant Vegetation	Project Area Species Composition	CWHR Types[1]
Conifers	Primarily ponderosa pine (*Pinus ponderosa*), with some Douglas-fir (*Pseudostuga menziesii*) on north-facing slopes. Incense cedar (*Calocedrus decurrens*) is evident above 2,000 feet, and sugar pine (*Pinus lambertiana*) above 2,500 feet. Understory shrub species include manzanita, bear clover, deer brush, tanoak, and toyon.	Ponderosa Pine (PPN) tree size 5 canopy closure D Sierra Mixed Conifer (SMC); tree size 5 with canopy closure D
Hardwoods	Hardwoods consist primarily of canyon live oak (*Quercus chrysolepis*), blue oak (*Quercus douglasii*), and California black oak (*Quercus v*), with blue oak being present at the lower elevations of the Project area and black oak being present at the higher elevations. The transition of blue oak to black oak occurs at approximately 1,500-2,000 feet. There are small amounts of madrone above 2,000 feet. Species composition of hardwood/conifer mixed areas (BOP) consist of at least 25% conifers (Ponderosa pine, Douglas-fir, incense cedar, sugar pine), and at least 50% hardwoods (canyon live oak, blue oak, black oak).	Montane Hardwood-Conifer (MHC); tree size 3-4, canopy closures P through D Montane Hardwood (MHW); tree size 3-4, canopy closures P through D Blue Oak Woodland (BOW); tree size 4 with canopy closure P and M. Blue Oak-Foothill Pine (BOP); tree size

	Understory shrub species include manzanita, bear clover, buckbrush, tanoak, and toyon.	4, canopy closure P and M
Shrubs	Primarily manzanita (*Arctostaphylos sp.*), with some areas of buckbrush (*Ceanothus cuneatus*) and chamise (*Adenostoma fasciculatum*).	Mixed Chaparral (MCH); stage 3 canopy closure P and M, stage 4 canopy closure P through D
Herbaceous	Grass species	Annual Grassland (AGS)

[1] All CWHR size classes and canopy closures are included unless otherwise specified; **DBH** = diameter at breast height; **Canopy Closure Classifications:** S=Sparse Cover (10-24% canopy closure); P= Open Cover (25-39% canopy closure); M= Moderate Cover (40-59% canopy closure); D= Dense Cover (60-100% canopy closure); **Tree size classes:** 1 (Seedling)(<1" DBH); 2 (Sapling)(1"-5.9" DBH); 3 (Pole)(6"-10.9" DBH); 4 (Small tree)(11"-23.9" DBH); 5 (Medium/Large tree)(≥24" DBH); 6 (Multi-layered Tree) [In PPN and SMC]. Shrub stages: 1 (Seedling shrub; seedlings or sprouts <3 yrs old); 2 (young shrub; < 1% crown decadence); 3 (Mature shrub; 1.0 – 24.9% crown decadence); 4 (decadent shrub; ≥ 25.0% crown decadence) (Mayer and Laudenslayer 1988).

Topography and Soils

The Project mostly occurs along the main ridgeline above and west of the North Fork American River. The Project parallels the river and Interstate 80. The ridge top location hosts a range of slopes from 0% to 70% with isolated areas up to 100% slope. The primary goal, however, is to treat areas that are less than 50% with some hand treatment on areas with slopes up to 70%. Soils in the Project area are listed in Table 2, which provides the soil types, parent material, permeability of the soil and a generalized typical surface texture.

Table 2 - Mapped Soil Types and Characteristics within the Project Area

Soil Types	Parent Material	Permeability	Typical surface texture
115 – Auburn Argonaut complex 2-15% slopes	Schist, slate, metabasic rock	Slow	loam
117 – Auburn Rock outcrop complex, 2-30% slopes	metabasic	Moderate	loam

119, 120, 121 – Auburn-Sobrante-Rock outcrop complex, 2-30%, 30-50%, 50-70% slopes	metabasic	Moderate	loam
122, 123 – Boomer loam, 2-15%, 15-30% slopes	metabasic	Moderately slow	loam
124, 125- Bommer – Rock outcrop complex, 5-30%, 30-50% slopes	Amphibolite schist, meta andesite	Moderately slow	loam
143 Dubakella very stony loam, 9-50% slopes	Ultra basaltic rock	Slow	Stony loam
159, 160 - Josephine loam, 15-30%, 30-50% slopes	Weathered metamorphic rock	Moderately slow	loam
161- Josephine – Rock outcrop complex, 15-50% slopes	Weathered metamorphic rock outcrop	Moderately slow	loam
163 – Mariposa gravelly loam, 5-30% slopes	Schist and slate	Moderate	Gravelly loam
164, 165 – Mariposa-josephine complex, 5-30%, 30-50% slopes	Schist and slate metamorphic rock	Moderately slow	loam
167, 168 – Mariposa-rock outcrop complex, 5-50%, 50-70% slopes	Schist and slate	moderate	Gravelly loam
169, 170 – Maymen-rock outcrop complex	Metamorphic rock	Excessively drained	Gravelly loam
179 – Rock outcrop	Metamorphic rock		
187, 188, 189 – Sites loam, 9-15%, 15-30%, 30-50% slopes	Metamorphic rock	Moderately slow	loam

190- Sites-Rock outcrop complex, 15-50% slopes	Metamorphic rock	Moderately slow	loam
191- Sobrante silt loam, 2-15% slopes	Metabasic	Moderate	Silt loam
196- Xerorthents and similar soils, 90% minor components 10%, 2-50% slope	Mine spoils or earthy fill	Well drained	Earthy fill
194 – Haypress – Toiyabe complex, 30-50% slopes	Granitic Rock	excessively drained	Loamy coarse sand
198- Water 100%			

2.3 Hydrology

Within the Project area, watercourses are evaluated based on the watercourse classification system found in the California Forest Practice Rules (Figure 4). Due to restricted access at the time of field work, it was not possible to delineate, map, and field verify the extent and location of each watercourse.

Operations within 500 feet of any watercourse will require field work to identify, classify, and protect watercourses using flagging. Field work at a work site shall take place prior to the start of activity by a Registered Professional Forester or their designee. The following classification standards, adopted from the California Forest Practice Rules (FPRs; Title 14, California Code of Regulations Chapters 4, 4.5 and 10), will be followed for implementation of the proposed project covered under this analysis (Table 3).

Table 3 - Watercourse Classifications Present in the Project Area

Watercourse Classification	Class I	Class II	Class III	Class IV
Water Class Characteristics or Key Indicator Beneficial Use	1) Domestic supplies, including springs, on site and/or within 100 feet downstream of	1) Fish always or seasonally present offsite within 1000 feet downstream and/or	No aquatic life present, watercourse showing evidence of being capable of sediment transport to Class I and II waters under	Man-made watercourses, usually downstream established domestic, agricultural, hydroelectric

	the operations area and/or 2) Fish always or seasonally present onsite, includes habitat to sustain fish migration and spawning.	2) Aquatic habitat for non-fish aquatic species. 3) Excludes Class III waters that are tributary to Class I waters.	normal high water flow conditions after completion of timber operations.	supply or other beneficial use.

Table 3.1 - Protection Measures by Watercourse Classification

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	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. 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	Determined by consultation with facility owner

			come into contact with the watercourse except at existing crossings flagged by an RPF which are dry at the time of operations.	
Hand Treatment (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 found before the start of operations. Live trees larger than 12 inches DBH may not be cut. 2) Burning is prohibited within the WLPZ		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
Hand Treatment (Non 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 found before the start of operations. Live trees larger than 12 inches DBH may not be cut. 2) Burning is prohibited within the WLPZ 3) Heavy Equipment Shall be prohibited from entering the WLPZ		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. 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. 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.	
Follow-up Herbicide Application	No operations	No operations	No operations	Determined by consultation with facility owner
Prescribed Burning	Exclude from treatment by fire line construction	Exclude from treatment by fire line construction	No ignition within the ELZ buffer	Determined by consultation with facility owner

CURRENT LAND USE AND PREVIOUS IMPACTS

Current Uses

The analysis area includes 6,051 acres (2021). The general project area is forested with undulating terrain with good access from public and private roads. Public lands surrounding the project area are managed for recreation and are included in the Auburn State Recreation Area. A resource management plan, and updated General Plan is under development for the Auburn State Recreation Area (Sept. 30, 2021). The Auburn State Recreation Area is currently managed under the 1992 Interim Resource Management Plan, which was focused on recreation and does not include vegetation management projects related to fuels reduction. The current proposed GP plans for "[T]he area of the park with existing facilities, roads, and other resources that is currently untreated but that would receive treatment at some point with implementation of the Proposed Action is estimated at approximately 2,000 to 2,500 acres". (http://www.parks.ca.gov/?page_id=24325; Auburn SRA General Plan.)

Private lands in the project area are primarily used as nonfarm rural residential, with some limited grazing, small scale agriculture, and timber harvest towards the eastern end of the project area. Private property in the project area is primarily zoned Residential Agricultural (RA) 10-acres, and Residential Single Family (RS) in Placer County, CA.

Previous Impacts

The primary past impacts on the environment within or near the project area are residential development and wildland fire. Each of these phenomena together are the impetus for development of this MND. Residential development into the wildland urban interface places people and property at risk. Vegetation growth annually increases vegetation density, limited mitigation occurs, and wildland fire potential increases due to environmental factors. The result is greater risk of large damaging wildfire that not only places lives and property at risk, but also threatens the environment and natural resources. In the past 20 years over 1,500 acres of the project area has burned in a wildfire (+/- 25%).

Within the project area there has been one timber harvest document filed within the last 20 years and it does not appear to have been operated on. Future impacts include ongoing residential development, population growth, and increased recreational uses in a rugged fire prone environment. Several State funded fuel break projects have occurred within the project area including the North Fork American River Shaded Fuel Break Phase 1 (EO-N-05-19). There is no known singular past event, activity, or project which could combine with this project to cause a substantial negative impact.

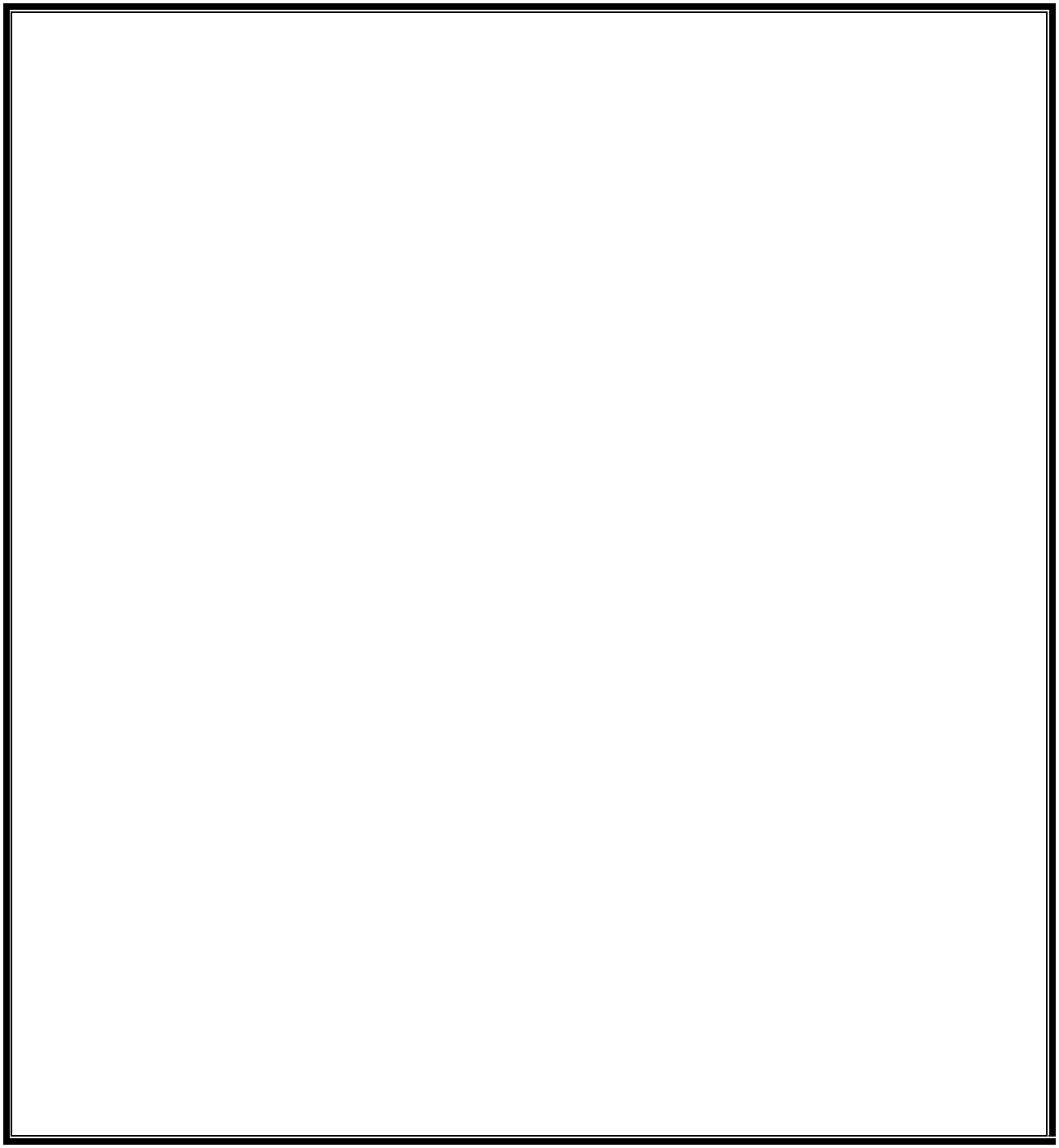


Figure 1. Project Location Map #1 of 1.

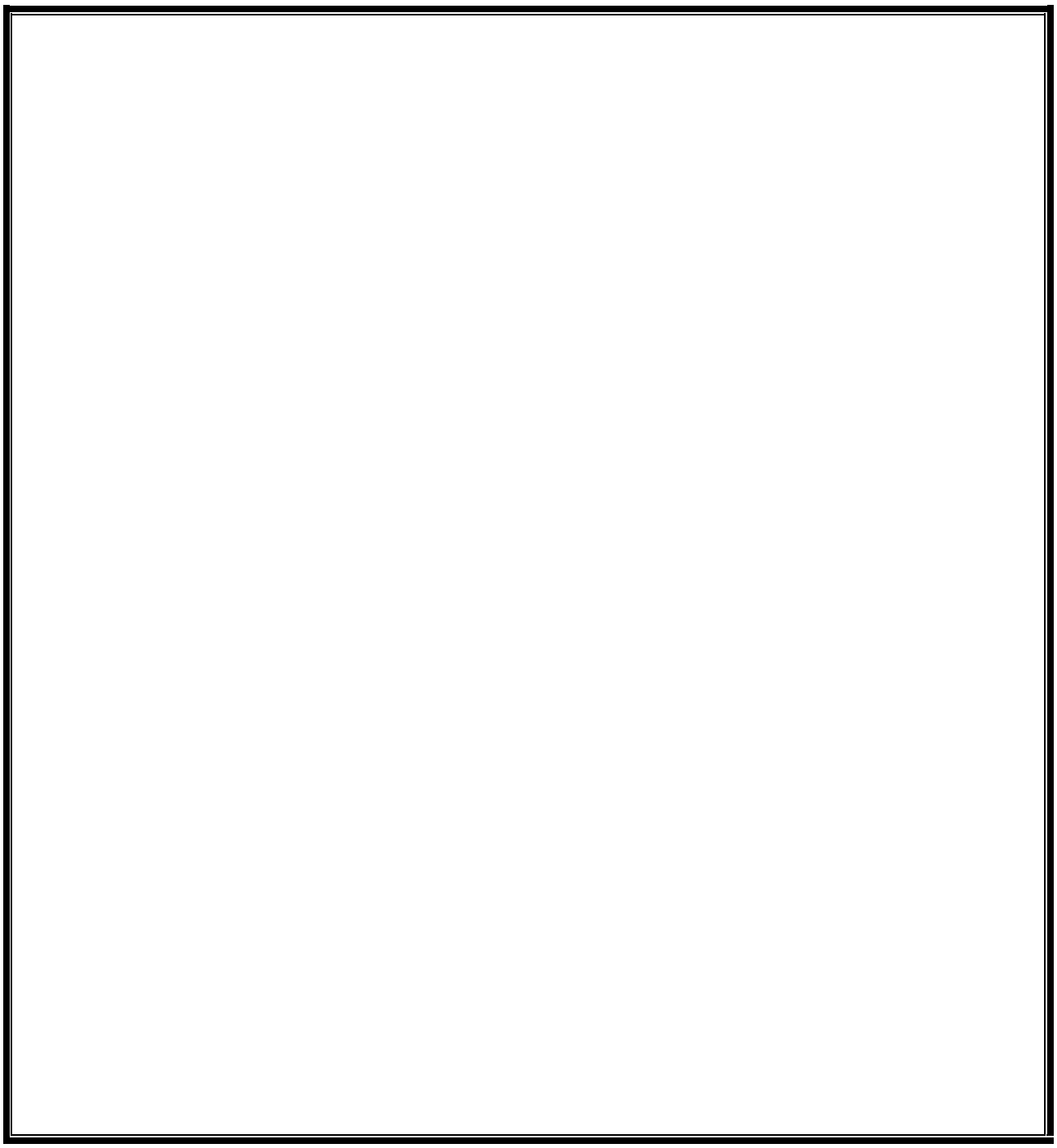


Figure 2. Project Location Map #1 of 2.

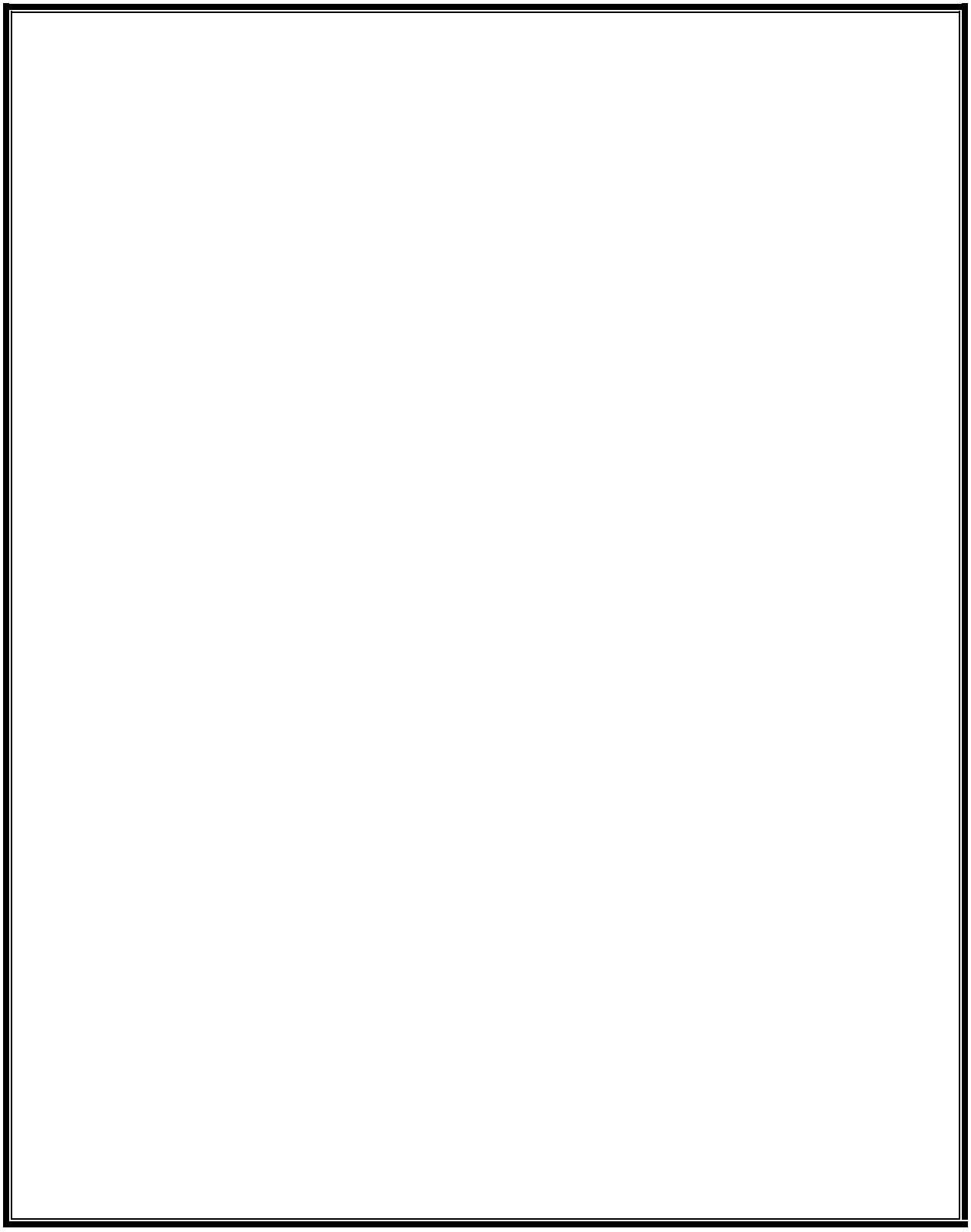


Figure 3. Project Location Map #2 of 2.

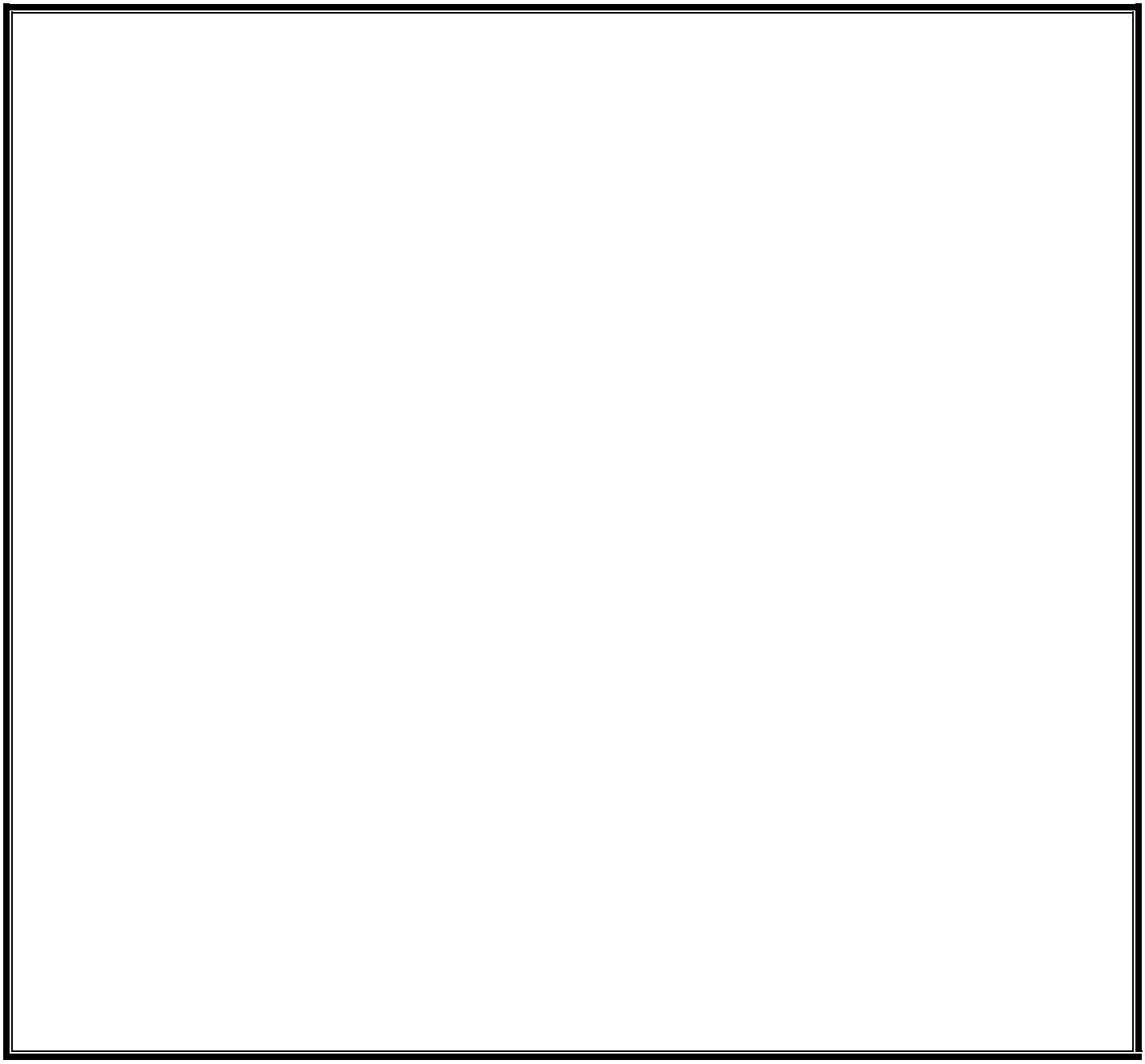
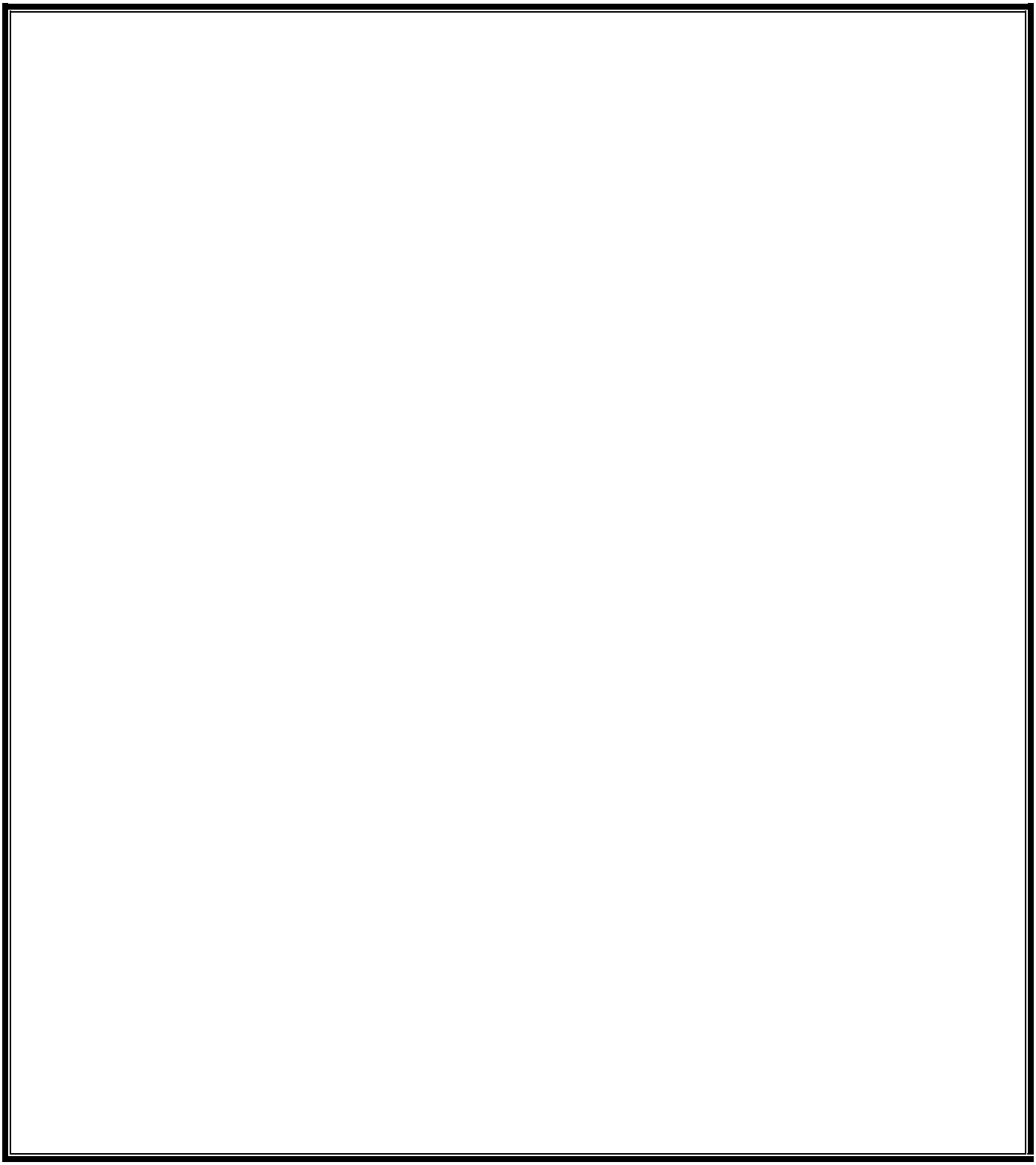


Figure 4.



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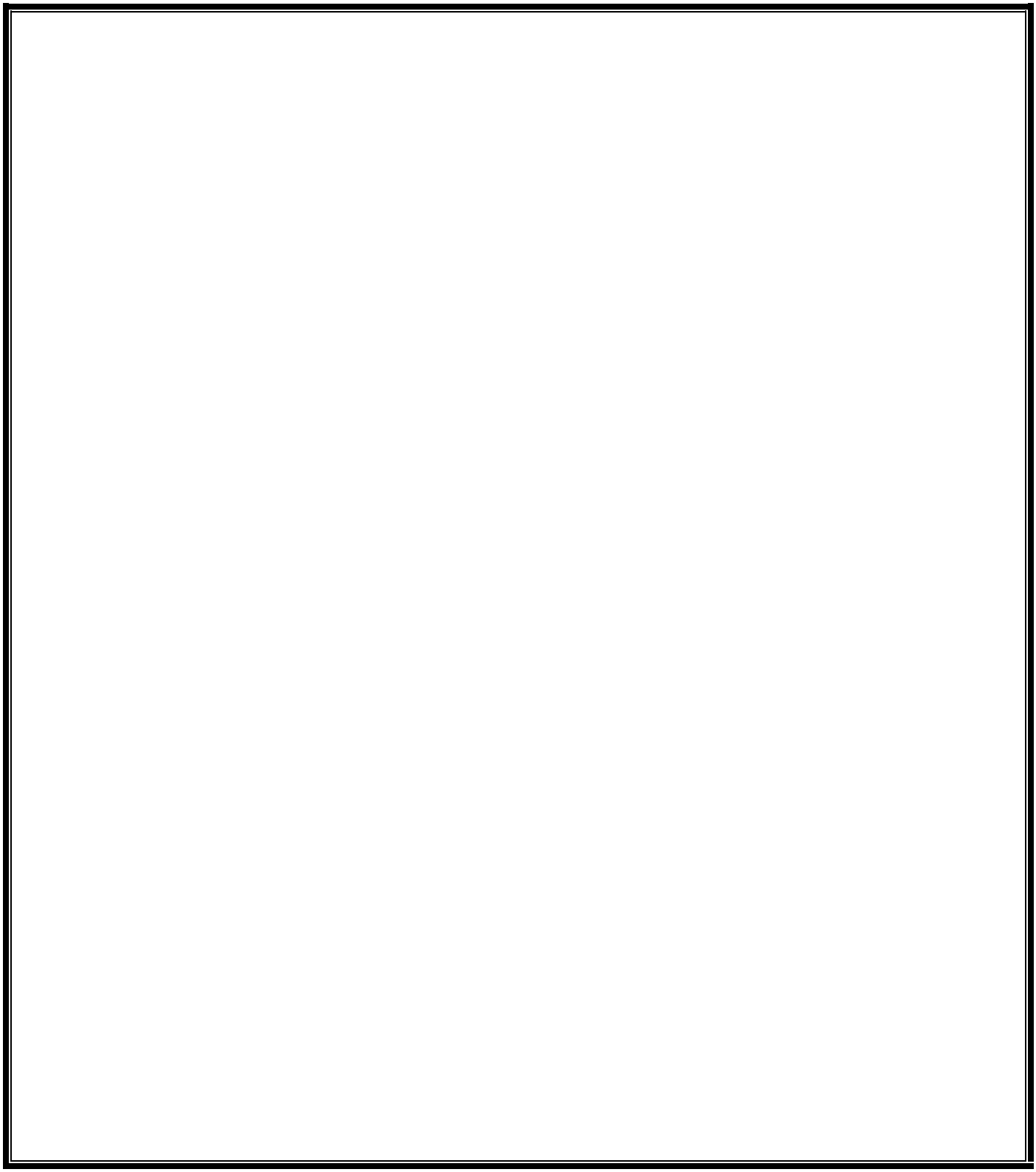

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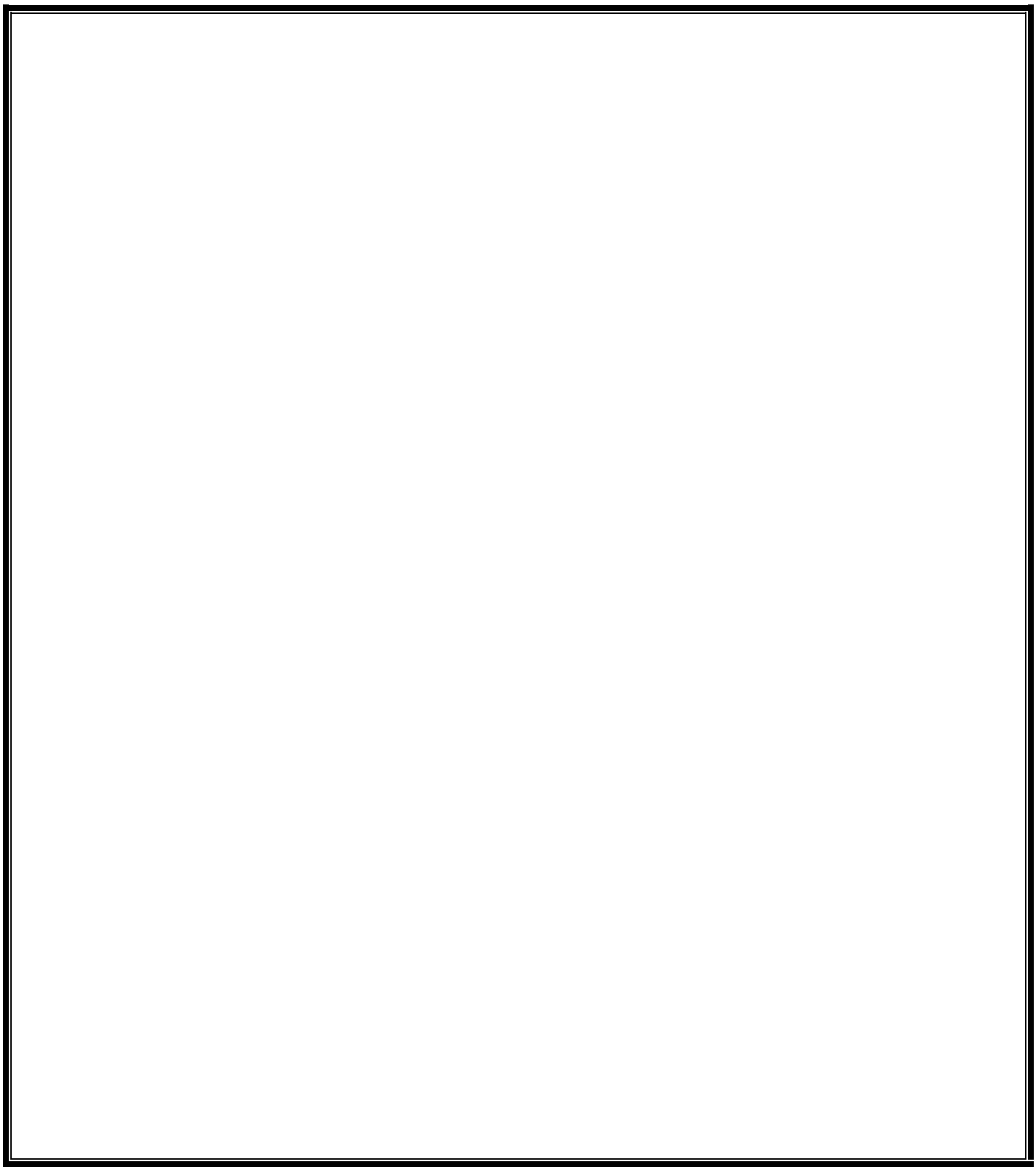

Figure 7.

Figure 8.

Figure 9.

Figure 10.

Figure 11.

Figure 12.

Figure 13.

Figure 14.

Figure 15.

Figure 16.

Figure 17.

Figure 18.

Figure 19.

Figure 20.

Figure 21.

Conclusion of the Mitigated Negative Declaration

ENVIRONMENTAL PERMITS

The proposed project may require the following environmental permits and CAL FIRE may be required to comply with the following state regulations:

MITIGATION MEASURES

The following XXXX mitigation measures will be implemented by CAL FIRE to avoid or minimize environmental impacts. Implementation of these mitigation measures will reduce the environmental impacts of the proposed project to a less than significant level.

Mitigation Measure #1:

Mitigation to reduce impacts to aesthetics

Where feasible treatment boundaries will be designed to connect with natural features such as topographic breaks and natural changes in vegetation type. Large scale removal of all vegetation along ridgelines will be avoided by retaining overstory tree canopy and patches of chapparal to prevent stark contrast of horizon and skyline views.

Mitigation Measure #2:

Mitigation to reduce impacts to aesthetics

When implementing treatments on private property adjacent to residences, landowners will be contacted to identify potential locations of retained dense cover for the purposes of visual screening or other particular interest.

Mitigation Measure #3:

Mitigation to reduce impacts to Agricultural Resources

Specific silvicultural prescriptions are provided for treatment areas. These prescriptions are to be applied under the oversight of a California Registered Professional Forester.

Mitigation Measure #4:

Mitigation to reduce impacts to Agricultural Resources

Any portion of the project area where timber operations are to occur shall be separately permitted and regulated in accordance with the applicable State Forest Practice Laws and will not be subject to this proposed project.

Mitigation Measure #5:

Mitigation to reduce impacts to Air Quality

Broadcast and pile burning will connect with a road, trail, main ridge, or other features adventitious to quick access and control of the burn should the burn prescription or air quality impacts exceed requirements.

Mitigation Measure #6:

Mitigation to reduce impacts to Air Quality

Broadcast burning will not occur within 500 feet of residences, or other structures occupied by humans unless arrangements are made with the buildings occupants to assure impacts do not occur.

Mitigation Measure #7:

Mitigation to reduce impacts to Air Quality

All piles will be sufficiently dry and free of soil and other noncombustible material to allow for clean efficient burning. Covering of piles is expected if burning shall occur in such conditions that clean efficient combustion is hampered.

Mitigation Measure #8:

Mitigation to reduce impacts to Air Quality

Within 200 feet of residences, open public roads, or trails, masticators shall operate during periods where the soil moisture is high enough to prevent generation of noticeable airborne dust. If operations must occur within 200 feet of residences, open public roads, or trails during low soil moisture periods, applied watering of treatment areas is required to minimize dust, or switch to the use of hand cutting and chipping of material.

Mitigation Measure #9:

Mitigation to reduce impacts to Air Quality

Do not operate masticators if conditions allow noticeable fugitive dust in the atmosphere to escape outside the project area, or if operations obscure an observer's view at any location of such a degree of opacity equal to or greater shading as that designated No. 2 on the Ringelmann Chart (i.e., 40% opacity), as published by the United States Bureau of Mines.

Mitigation Measure #10:

Mitigation to reduce impacts to Biological Resources

To demonstrate compliance with the third requirement of the BOR Interim Resource Management Plan (above), and the requirements indicated by the BLM biologist and RMP, prior to Project-related work, species specific surveys would need to be completed by a qualified resource ecologist on any BOR- and BLM-managed portions of the Project area.

Mitigation Measure #11:

Mitigation to minimize impacts to Geology - Landslides

Vegetation removal and heavy equipment use shall not occur on an unstable area. Prior to treatment operations in an area over 30% slope; the treatment area will be traversed by a Registered Professional Forester or their supervised designee to identify any unstable areas requiring avoidance and appropriate buffers applied.

Mitigation Measure #12:

Mitigation to decrease impacts on Geology – Erosion

Equipment use shall be limited to the following slopes:

Equipment Type	Maximum Slope Percent
Wheeled front end loaders or masticators	30%
Tracked Chippers	30%
Tracked Masticators or front-end loaders	50%
Walking Type Excavator / Masticators	65%

Mitigation Measure #13:

Mitigation to decrease impacts on Geology – Erosion

Heavy equipment operations may not occur during Saturated Soil conditions defined as follows:

Soil and/or surface material pore spaces are filled with water to such an extent that runoff is likely to occur. Indicators of saturated soil conditions may include, but are not limited to: (1) areas of ponded water, (2) pumping of fines from the soil or road surfacing material during equipment operations, (3) loss of bearing strength resulting in the deflection of soil or road surfaces under a load, such as the creation of wheel ruts, (4) spinning or churning of wheels or tracks that produces a wet slurry, or (5) inadequate traction without blading wet soil or surfacing materials.

Mitigation Measure #14:

Mitigation to decrease impact on Hydrology

Prior the project treatments, watercourses will be identified, and appropriate buffer widths will be flagged by a Registered Professional Forester or supervised designee. The watercourse buffer widths and stated protection measures within Table 3.1 - Protection Measures by Watercourse Classification, will be followed.

Mitigation Measure #15:

Mitigation Measure to reduce impacts from Noise

Within 300 feet of residences or other areas occupied by humans, internal combustion powered equipment may only operate between the hours of 7:00am to 9:00pm.

SUMMARY OF FINDINGS

This IS-MND has been prepared to assess the project's potential effects on the environment and an appraisal of the significance of those effects. Based on this IS-MND, it has been determined that the proposed project will not have any significant effects on the environment after implementation of mitigation measures. This conclusion is supported by the following findings:

1. The proposed project will have no effect related to XXXX, XXXX, and XXXX.

2. The proposed project will have a less than significant impact on XXXX, XXXX, XXXX, and XXXX.

3. Mitigation is required to reduce potentially significant impacts related to XXXX, XXXX, and XXXX.

The Initial Study-Environmental Checklist included in this document discusses the results of resource-specific environmental impact analyses that were conducted by the Department. This initial study revealed that potentially significant environmental effects could result from the proposed project. However, CAL FIRE revised its project plans and has developed mitigation measures that will eliminate impact or reduce environmental impacts to a less than significant level. CAL FIRE has found, in consideration of the entire record, that there is no substantial evidence that the proposed project as currently revised and mitigated would result in a significant effect upon the environment. The IS-MND is therefore the appropriate document for CEQA compliance.

INITIAL STUDY-ENVIRONMENTAL CHECKLIST

The environmental factors checked below would be potentially affected by this project involving at least one impact that is a potentially significant impact as indicated by the checklist on the following pages.

Environmental Factors Potentially Affected

☐ Aesthetics	☐ Greenhouse Gas Emissions	☐ Public Services
☐ Agriculture Resources	☐ Hazards & Hazardous Materials	☐ Recreation
☐ Air Quality	☐ Hydrology and Water Quality	☐ Transportation
☐ Biological Resources	☐ Land Use and Planning	☐ Utilities and Service Systems
☐ Cultural Resources	☐ Mineral Resources	☐ Wildfire
☐ Energy	☐ Noise	☐ Mandatory Findings of Significance
☐ Geology and Soils	☐ Population and Housing	

Determination

On the basis of this initial evaluation:

☐ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION would be prepared.

☒ I find that although the proposed project COULD have a significant effect on the environment, there WOULD NOT be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION would be prepared.

☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

☐ I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

☐ I find that although the proposed project COULD have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier ENVIRONMENTAL IMPACT REPORT or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier ENVIRONMENTAL IMPACT REPORT or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

_____ _____

Name Date

Title

California Department of Forestry and Fire Protection

Environmental Checklist and Discussion

AESTHETICS

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Except as provided in Public Resources Code § 21099, would the project have a substantial adverse effect on a scenic vista?	☐	☒	☐	☐

The area of the project is generally scenic with deep canyons, mountain views, waterbodies, and diverse vegetation. A specific scenic vista is not identified as having a potentially large number of visitors, however numerous landowners have homes and properties that can view the landscape from highpoints. There are also trails and roads that attract a small number of visitors within, adjacent to, and near the project area. The beauty of the landscape is often a personal preference and could be specific to an individual's front yard or as general as a view of the horizon. For this reason, mitigations have been incorporated to ensure that activities do not result in concentrated large-scale removal of all vegetation. Smaller scale impacts to residents will be addressed by one on one planning of vegetation removal activities and retention of visual buffers and areas of particular interest to the owner.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
b) Except as provided in Public Resources Code § 21099, would the project substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	☐	☐	☐	☒

There are no scenic highways within view of the project area.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
c) Except as provided in Public Resources Code § 21099, <u>in non-urbanized areas</u>, would the project substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point.) If the project is <u>in an urbanized area</u>, would the project conflict with applicable zoning and other regulations governing scenic quality?	☐	☒	☐	☐

The project will involve the removal of small trees and brush which will alter the appearance of the treatment areas to some degree. Generally, the public will view the project area from existing roads, trails, and residences which are present in the project area. Currently much of the project area has a thick understory of small trees and brush which obscures the site distance. The project will create a more open understory and will increase site distances. In areas surrounding the project area, there is currently a mosaic of vegetation

density ranging from open grassland to dense forest with a thick brush understory. The treatment will transition the project to a more open condition which is currently present throughout the landscape. In some cases, the natural vegetation present provides a visual screen between neighboring residences and between residences and roadways or other public viewpoints. The project has the potential to reduce the visual screening effects of natural vegetation and mitigations are incorporated.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
d) Except as provided in Public Resources Code § 21099, would the project create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	☐	☐	☐	☒

The project does not propose construction of a light source, or reflective material. Existing light sources in the area are associated with residences and are generally of low intensity. The vegetation retention standards of the project will be sufficient to not significantly alter day or nighttime views.

AGRICULTURAL RESOURCES

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Would the project convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	☐	☐	☐	☒

The project area contains very little agricultural activity. It is not identified as Prime Farmland, Unique Farmland, or Farmland of Statewide Importance. If areas of farmland were to occur in the project area, which are also in a condition which does not require treatment, those areas would be excluded. No impact will occur to this resource.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
b) Would the project conflict with existing zoning for agricultural use or a Williamson Act contract?	☐	☐	☐	☒

Although no Williamson Act Lands are known within the project area, the proposed activities are consistent with allowable uses for agricultural zoning and Williamson act contracts. No impact will occur to this resource.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
c) Would the project conflict with existing zoning for, or cause rezoning of forest land (as defined in Public Resources Code §12220(g)), timberland (as defined by Public Resources Code §4526), or timberland zoned Timberland Production (as defined by Government Code §51104(g))?	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
d) Would the project result in the loss of forest land or conversion of forest land to non-forest use?	☐	☒	☐	☐

The project will involve the felling and chipping, masticating, or burning of some trees 12 inches DBH or less. Trees larger than 12 inches DBH which are dead and determined by an RPF to be a fire or safety hazard and marked prior to cutting may also be removed. When the RPF determines the necessity for habitat retention certain dead trees may be left intact. The treatment specifications were designed to retain tree cover in amounts which would not transition the project area from forested to non-forested condition. Specifically, the tree removal specifications will result in at minimum 150 trees per acre when present prior to treatment activities, no areas falling below 75 percent of their original stocking densities. This will result in all areas which were previously forested remaining forested.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
e) Would the project involve other changes in the existing environment, which, due to their location or nature, could result in conversion of farmland to non-agricultural use?	☐	☒	☐	☐

The project does not constitute "timber operations" under the forest practice act because no commercialization of forest products will occur, and timberland will not be converted to other uses. No changes in zoning are proposed by the project, and all activities are allowable under existing zoning.

AIR QUALITY

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Would the project conflict with or obstruct implementation of the applicable air quality plan?	☐	☐	☐	☒

b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
	☐	☐	☐	☒

c) Would the project result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
	☐	☐	☒	☐

The Mountain County's Air Basin portion of Placer County is in nonattainment status for Ozone and PM10 under state designations, and in nonattainment status for 8-hour ozone under federal standards. The project will involve some emissions of PM 10 and substances leading to Ozone generation, but such emissions will only occur during operations and will not be a long-term source. The purpose of the project is to assist in controlling wildfire which is a major source of PM10 in Placer County; therefore, the project may result in a net emissions reduction over time.

d) Would the project expose sensitive receptors to substantial pollutant concentrations?	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
	☐	☒	☐	☐

The project area is located in the Mountain County's Air Basin portion of Placer County. The Placer County Air Pollution Control District CEQA air Quality Handbook and associated review policy document was utilized to determine thresholds of significance for ROG, NOX, and PM10. The thresholds are summarized in the following table:

Pollutant	Daily Threshold (lbs)
ROG	82
NOX	82
PM10	82

The project will involve dust and emissions from equipment operations, and smoke from burning. Such sources are assessed as follows.

Equipment Operations

The project will involve some emissions from equipment operations. The daily emissions from such use were estimated using the Sacramento Metro Air Quality Management District: Construction Mitigation Calculator, assuming the potentially most active operational scenario of a skid steer loader, excavator, and tracked chipper

all operating simultaneously on the same day for 8 hours. This yielded daily emissions of 3.53lbs ROG, .46lbs NOX and .18 PM10, all of which are far below the Daily Threshold.

Fugitive Dust

Mastication operations have the potential to generate fugitive dust when operating during periods of low soil moisture. Fugitive dust emissions are regulated by Placer County Air Pollution Control District's Rule 228 which can be found at: http://www.placerair.org/rules . All operations will comply with Rule 228. In addition to following Rule 228 mitigations are incorporated.

Burning Emissions

Broadcast and pile burning is optional in areas where mechanical treatments are not feasible due to slope or vegetation type. Burn units may be extended to other areas which would otherwise be treated mechanically if such extension allows for safer burning or creates operationally strategic fuel breaks.

Burning operations associated with this project would be regulated by Placer County Air Pollution Control District's Rule 303 Prescribed Burning and Smoke Management which can be found at: http://www.placerair.org . Smoke management includes public notification and notification of residents within ½ mile of the proposed burn units. In addition to following Rule 303, mitigations are incorporated to reduce impact to a level less than significant.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
e) Would the project result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	☐	☒	☐	☐

As discussed in item a) and b) above the project will involve some temporary increases in pollutants which could expose sensitive receptors to such pollutants and create objectionable odors (primarily smoke) to nearby residences. The emissions would not persist in a given area for a prolonged period of time due to emissions only being generated during operations to create and maintain the fuelbreaks. Any emissions determined by CAL FIRE to be a nuisance after consultation with air quality management authority will prompt immediate action to reduce or eliminate the emissions.

BIOLOGICAL RESOURCES

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Would the project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or the U.S. Fish and Wildlife Service?	☐	☒	☐	☐

This section discloses the potentially significant impacts of the proposed Project on special status species. Special status species considered in this assessment include species:

- Protected by the Federal or California ESA (listed Endangered or Threatened)
- Under consideration for protection by the Federal or California ESA (Candidate or Proposed)
- Listed as Sensitive by the Bureau of Land Management (BLM)
- Identified by the California Department of Fish and Game (CDFG) as a species of special concern
- Designated as endangered or rare by the California Fish and Game Code (§1901)
- Designated as fully protected by the California Fish and Game Code (§3511, §4700, or §5050)
- Identified as a species of concern, or species of local concern by the U.S. Fish and Wildlife Service (USFWS)
- Protected under the California Native Plant Protection Act
- Listed as rare on List 1B and 2 by the California Native Plant Society (CNPS)

Table 4 summarizes the results of this analysis for terrestrial animals and Table 5 for plants. An analysis for each species or group of similar species (e.g., terrestrial insects) that could experience potentially significant impacts and a discussion of proposed mitigation measures that will reduce the level of impact to less than significant follows each summary table. Mitigations are provided The detailed analysis discusses each species or group in three sections:

A) Species status and requirements,

B) Impacts of the proposed Project, and proposed mitigation measures, and

C) Conclusion and determination.

Section A describes the existing environment, including species life history, habitat requirements, and other relevant information.

Section B addresses the potential impacts of the proposed Project to the various species or groups including Project design standards and required mitigation measures. Impacts are described as direct, indirect, or cumulative, following the CEQA Guidelines (CEQA Guidelines Section 15358).

Direct impacts "are caused by the Project and occur at the same time and place". Examples include mortality or disturbances that result in flushing, displacement, or harassment of the subject animal.

Indirect impacts "are caused by the Project and are later in time or farther removed in distance but are still reasonably foreseeable". For example, indirect impacts include modification of habitat.

Cumulative impacts are "two or more individual effects which, when considered together, are considerable or which compound or increase other environmental impacts". The following additional detail is provided in the CEQA Guidelines (CEQA Guidelines Section 15355):

> (a) The individual effects may be changes resulting from a single project or a number of separate projects.
>
> (b) The cumulative impact from several projects is the change in the environment which results from the incremental impact of the project when added to other closely related past, present, and reasonably foreseeable probable future projects. Cumulative impacts can result from individually minor but collectively significant projects taking place over a period of time."

Section C provides a summary of supporting conclusions and the statement of determination for each species or group based upon relevant information provided in Sections A and B.

Table 4. Assessment of Special Status Faunal Species

Species	Species Status[1]	Habitat Requirements	Present In Project Area: Habitat and/or Detections	Impact Determination
Special Status Mammals				
Pacific Fisher (*Pekania pennanti*)	S, SSC, CESA – CT	Upland and lowland forests, coniferous, mixed, and deciduous. Dense canopy cover.	Occurs in buffer historically but no records in Project area. Habitat is present in the Project area, but area is not currently in range of species.	No Impact
Sierra Nevada red fox (*Vulpes vulpes necator*)	C CESA-T	High mountains of Sierra Nevada's, open conifer woodland, mountain meadows near tree line	Occurs in buffer but no records in Project area. Project area is outside of elevational range.	No Impact
North American Porcupine (*Erethizon dorsatum*)	LC	Broadleaved upland forest, Cismontane woodland, Closed-cone coniferous forest, Lower montane coniferous forest, Forested habitats in the Sierra Nevada, Cascade, and Coast ranges, with scattered observations from forested areas in the Transverse Ranges, Wide variety of coniferous and mixed woodland habitat	Not observed. Suitable roosting and foraging habitat present in Project	No Impact
Spotted bat (*Euderma maculatum*)	S	Foothills, mountains and desert regions, grasslands and mixed conifer forests	Not observed. Project area is out of species range.	No Impact
Western mastiff bat (*Eumops perotis californicus*)	S	Open, semi-arid to arid habitat, including conifer and deciduous woodlands, coastal scrub, annual and perennial grasslands, palm oases, chaparral, desert scrub and urban	Not observed. Suitable roosting and foraging habitat present in Project.	Less than Significant Impact
Long-eared myotis bat (*Myotis evotis*)	S	Brush, woodland and forest habitats	Not observed. Suitable roosting and foraging habitat present in Project.	Less than Significant Impact
Fringed myotis bat (*Myotis thysanodes*)	S	Pinyon-juniper, valley foothill hardwood and hardwood-conifer forests, 4,000-7,000 ft. elev.	No; Outside of observed elevation .	No Impact
Yuma myotis bat (*Myotis yumanensis*)	S	Open forests and woodlands with sources of water	Not observed. Suitable roosting and foraging habitat present in Project.	Less than Significant Impact
Pallid bat (*Antrozous pallidus*)	S	Grasslands, shrublands, woodlands and forests	Not observed. Suitable roosting and foraging habitat present in Project.	Less than Significant Impact
Townsend's big-eared	S	Roost in caves	Occurs in buffer but no	Less than Significant

Species	Species Status[1]	Habitat Requirements	Present In Project Area: Habitat and/or Detections	Impact Determination
bat (*Corynorhinus townsendii)*		abandoned mines, or buildings.	records in Project area. Suitable roosting and foraging habitat present in Project.	Impact
Special Status Birds				
Golden Eagle (*Aquila chrysaetos*)	S	Forests, canyons, shrublands, grasslands and oak woodlands	Not observed; Some suitable nesting habitat is present and the area may be used to forage.	Less than Significant Impact with Mitigation Measures
Bald eagle (*Halieaeetus leucocephalus*)	S CESA-E	Large coniferous trees near bodies of water	Not observed; Some suitable nesting/roosting habitat is present.	Less than Significant Impact with Mitigation Measures
Northern goshawk (*Accipiter gentilis)*	S	Coniferous forest with high canopy cover and open understory	Not observed; Some suitable nesting habitat is present and the area may be used to forage.	Less than Significant Impact with Mitigation Measures
Burrowing owl (*Athene cunicularia)*	S	Open, dry, sparsely vegetated land with available burrow; grasslands and along irrigation banks adjacent to intensive agriculture	Not observed; Project is outside of species range.	No Impact
California spotted owl (*Strix occidentalis occidentalis)*	S	Old growth forest, multi-layered canopy, abundant woody debris, standing dead trees	Not observed; Some suitable nesting habitat is present and the area may be used to forage.	Less than Significant Impact with Mitigation Measures
Great gray owl (*Strix nebulus*)	S CESA-E	Mixed conifer forest with ponderosa pine, Douglas fir, incense cedar and black oak	Not observed; Some suitable nesting habitat is present and the area may be used to forage.	Less than Significant Impact with Mitigation Measures
Swainson's hawk (*Buteo swainsoni*)	S CESA-T	Open grasslands, agriculture areas, nest near riparian systems	No; No suitable habitat present.	No Impact
American peregrine falcon (*Falco peregrinus anatum*)	CC, FP	Open landscapes, cliffs, along rivers, and lake edges, up to 12,000 ft. elevation	Yes	Less than Significant Impact with Mitigation Measures
Black swift (*Cypseloides niger*)	CC, SSC	Ledges or shallow caves in steep rock faces and canyons	Occurs in buffer but no records in Project area. Project area is outside of species range.	No Impact
California black rail (*Laterallus jamaicensis coturniculus*)	CC, FP CESA-T	Shallow freshwater marshes, wet meadows, and flooded grassy vegetation	Occurs in buffer but no records in Project area. No suitable habitat present.	No Impact
Special Status Amphibians and Reptiles				
California red-legged frog (*Rana aurora draytonii)*	T	Found mainly near ponds in humid forests, woodlands, grasslands, and streamside with plant cover. Most common in lowlands or foothills.	Occurs in buffer but no records in Project area. Some suitable habitat is present.	Less than Significant Impact with Mitigation Measures
Foothill yellow-legged frog *(Rana boylii)*	S, SSC, CESA-CT	Found in or near rocky perennial streams and rivers in a variety of habitats including riparian, mixed conifer,	Yes	Less than Significant Impact with Mitigation Measures

Species	Species Status[1]	Habitat Requirements	Present In Project Area: Habitat and/or Detections	Impact Determination
		and wet meadow types below 6,000'.		
Coast horned lizard (*Phrynosoma blainvilla*)	S	Valley foothill hardwood, conifer and riparian habitat, pine-cypress, juniper and annual grassland habitat	Occurs in buffer but no records in Project area. Some suitable habitat is present.	Less than Significant Impact with Mitigation Measures
Western pond turtle (*Actinemys marmorata*)	S, SSC,	Marshes, streams, rivers, ponds, and lakes with logs or boulders	Occurs in buffer but no records in Project area. Some suitable habitat is present and the area may be used to forage.	Less than Significant Impact with Mitigation Measures
Special Status Fish				
Central valley steelhead (*Oncorhynchus. mykiss irideus*)	T	Upper Sacramento River tributaries.	Occurs in buffer but no records in Project area.	Less than Significant Impact
Central valley spring-run chinook salmon (*Oncorhynchus tshawytscha)*	T	Streams and rivers with riparian vegetation and woody debris	Not observed; Out of species range.	No Impact
Central valley fall-run chinook salmon (*Oncorhynchus tshawytscha)*	C CESA-T	Streams and rivers with riparian vegetation and woody debris	Not observed; Out of species range.	No Impact
Special Status Invertebrates				
Keeled sideband snail (*Monadenia circumcarinata*)	S	Terrestrial habitat	Not observed. Project Area is out of known species range.	No Impact
Hirsute Sierra sideband snail (*Monadenia mormonum hirsuta*)	S	Terrestrial habitat	Not observed. Project Area is out of known species range.	No Impact
Morrison bumble bee (*Bombus morrisoni*)	VU	Sierra-Cascade ranges eastward across the intermountain west, Food plant genera include Cirsium, Cleome, Helianthus, Lupinus, Chrysothamnus, and Melilotus	No; Occurs in buffer but no records in Project area. Habitat is potentially present.	No Impact
Obscure bumble bee (*Bombus caliginosus*)	VU	coastal areas from Santa Barabara County to north to Washington state, Food plant genera include Baccharis, Cirsium, Lupinus, Lotus, Grindelia and Phacelia	Yes	Less than Significant Impact with Mitigation Measures
Valley elderberry longhorn beetle (*Desmocerus californicus dimorphus)*	T	Requires elderberry for entire life cycle.	No; Occurs in buffer but no records in Project area. Habitat is potentially present.	Less than Significant Impact
Western bumblebee (*Bombus occidentalis)*	S	Ground burrows and abundant nectar-producing flowers.	Yes	Less than Significant Impact with Mitigation Measures

[1]Key: E = USFWS Endangered, T = USFWS Threatened, C = USFWS Candidate, P=USFWS Proposed, S = BLM Sensitive, CC = USFWS Conservation Concern, FP = Fully Protected CDFW, SSC = Species of Special Concern [1]Key: E = USFWS Endangered, T = USFWS Threatened, S = BLM Sensitive CESA-(R,T,E) = California Endangered Species Act Rare(R) , Threatened (T) or Endangered (E) Candidate Threatened (CT), IUCN (LC,VU) = International Union for Conservation of Nature Least concern(LC), Vulnerable(VU)

As noted in Section 3.5, the BLM and the BOR manage portions of the Project area. Each agency has a Resource Management Plan (RMP) with requirements for managing wildlife resources. Included in the BOR RMP is the requirement that for any potentially deleterious activity, the affected area must be surveyed by a qualified resource ecologist for sensitive plant and animal species during the appropriate season. The BLM indicated a similar requirement for their lands (B. Brenneman, pers. comm., Botanist, BLM, February 23, 2017), and this is also stated in the RMP in conservation plans developed for specific wildlife species (BLM 2008). Therefore, a general mitigation measure that applies to all special status plant and animal species that have the potential to occur in the Project area are incorporated (Mitigation Measure #10).

Individual special status animal species are addressed in the following section.

Special Status Mammals

Western mastiff bat (*Eumops perotis californicus*), long-eared myotis (*Myotis evotis*), Yuma myotis (*Myotis yumanensis*), pallid bat (*Antrozous pallidus*), Townsend's big-eared bat (*Corynorhinus townsendii*)

A. Existing Environment

Western mastiff bats use a variety of habitat types including coniferous forest and deciduous woodlands, as well as grasslands and chaparral. They feed in relatively open habitat types, with little canopy cover. Roosts consist of rock crevices or trees (Zeiner *et al.* 1988-1990). Long-eared myotis is a habitat generalist utilizing a variety of brush, woodland, and forest habitats where it forages for insects which are collected both aerially and from vegetation. This species roosts in crevices and spaces under the bark of standing snags (Zeiner *et al.* 1988-1990). The *Yuma myotis* is associated with open forest stands that are proximal to water sources over which the bat prefers to feed. This species will roost in caves or crevices (Zeiner *et al.* 1988-1990). The pallid bat is most commonly associated with open, dry habitats of many different vegetation types. Habitat must also provide access to rocky, and particularly cool areas (*e.g.*, crevices, caves, mines) for roosting (Zeiner *et al.* 1988-1990). The Townsend's big-eared bat is found in all habitat types except subalpine and alpine. This species prefers mesic habitats and focuses foraging efforts along ecotones. Roost sites are a limiting habitat factor, and the bat requires caves, or man-made cave-like structures such as tunnels or buildings (Zeiner *et al.* 1988-1990).

The only bat species recorded in the CNDDB data for this Project is the Townsend's big-eared bat, with one record in the Project buffer, and none in the Project area.

B. Effects of the Proposed Project

Direct impacts: Noise produced by Project-related activities could disturb roosting bats, particularly Townsend's big-eared bats that are known to be sensitive to disturbance while roosting. Project-related vegetation removal could harm roosting individuals if roosting structured such as dead or hollow trees are removed.

Indirect impacts: Habitat alteration is not likely to negatively impact these species. The more open post-fuel-treatment canopy could improve habitat for foraging.

Cumulative Impacts: Other fuels management projects, timber harvest, and land management projects that result in ground disturbance or vegetation removal will continue to affect these special status bat species directly and indirectly.

Impact Avoidance and Mitigation Measures

- Retain standing snags as potential roost sites, when practical
- Caves and mineshafts should be clearly marked and reported to the RPF immediately. Avoid impacts to caves by observing a 100-foot no disturbance buffer around cave entrances.

C. Conclusions and Determination

Implementation of the Project is expected to result in a Less than Significant Impact on the special status bats species including the western mastiff bat, long-eared myotis, Yuma myotis, pallid bat, and Townsend's big-eared bat.

Special Status Birds

Bald eagle (*Halieaeetus leucocephalus*), golden eagle (*Aquila chrysaetos*), American peregrine falcon (*Falco peregrinus anatum*), northern goshawk (*Accipiter gentilis*), California spotted owl (*Strix occidentalis occidentalis*), great gray owl (*Strix nebulus*).

A. Existing Environment

Bald eagles are associated with a variety of forested habitat types. The most important habitat elements for bald eagles include the presence of a large body of water, or river abundant with fish, and appropriate nesting and roosting trees. Nest trees are typically large, old growth live trees or snags located near water. Breeding typically occurs between January 1st and August 31st (Zeiner *et al*. 1988-1990).

Golden eagles typically inhabit foothills, mountainous terrain, and arid flats or desert habitat types. They most often nest on cliffs but will also use large trees in open-canopy habitats. This species requires open terrain for hunting (Zeiner *et al*. 1988-1990).

The northern goshawk prefers mature, old-growth, dense conifer or deciduous-dominated forests that are interspersed with meadows, riparian areas, and other openings. The species will hunt in various wooded habitats but prefers to nest in the densest portion of a north-facing stand that is also proximal to a water source (Zeiner *et al*. 1988-1990).

The California spotted owl occupies dense, multi-layered coniferous forest, and also oak-conifer habitats. Nesting and roosting sites are typically located in structurally mature, multi-layered and dense forest. Breeding season is March 1 through August 15th. Foraging habitat can include mid- to late-seral forest with at least 40 to 50% canopy closure (Verner *et al*., 1992). Optimal habitat conditions likely involve mixtures of forest stands with differing compositions and densities (Bias and Gutiérrez, 1992; LaHaye *et al*., 1997; Irwin *et al*., 2007). This species is heat intolerant, favoring north-facing slopes in summer (Zeiner *et al*. 1988-1990).

The great gray owl requires a mix of meadow habitat for foraging on rodents, and dense forest stands for roosting cover. This species will nest in the broken top of a large snag or live tree, and sometimes in old hawk or eagle nests (Zeiner *et al*. 1988-1990).

American peregrine falcon occurs in many terrestrial biomes in North America. Presence of suitable nesting structure is a key habitat element. Breeding peregrine falcons most often nest on cliffs, but occasionally nest on man-made structures such as towers (Sauer *et al.* 2015, White *et al.* 2002). Peregrine falcons generally utilize open habitats for foraging, but the nest location is typically near water (Zeiner *et al.* 1988-1990).

The CNDDB data search returned one record for special status birds within the Project area; a record for American peregrine falcon. The breeding pair was utilizing an abandoned limestone rock quarry. The CNDDB search also returned several records for California spotted owl within the eastern edge of the 8.6-mile search

buffer and outside the project area. Habitat in the Project area is not optimal for northern goshawk or California spotted owl nesting due to a lack of contiguous mature forest in the case of the owl, or north-facing slopes for both species, but the area could be used as foraging habitat. The CWHR habitat types within the Project include some stands of mature conifer and hardwood timber (class 4 and 5), with a range of canopy closures. Great gray owls could also use older stands where they border grassland pockets. Bald eagles are more likely to nest in the Project area than golden eagles due to its proximity to the North Fork of the American River.

B. Impacts of the Proposed Project

Direct impacts to special status bird species could occur as a result of noise-generating project-related activities.

Indirect impacts: Vegetation thinning that reduces canopy cover and structural diversity could affect habitat suitability in the future as nesting sites for California spotted owls, goshawks, or to a lesser extent, great gray owls. The Project-related activities are not expected to alter the CWHR habitat types and could open the under-story making the area more accessible to foraging goshawks and California spotted owls.

Cumulative impacts on special status bird species may occur from the combination of additional fuel treatments on Federal lands, residential development, wildfire, or timber harvest on private lands.

Impact Avoidance and Mitigation Measures

- Implement a no-activity buffer around the known American peregrine falcon nesting location during active nesting periods.
- If any other special status species' nests are encountered, apply appropriate no-activity buffers and daily or seasonal timing restrictions.
- Implement the watercourse protection zones (Table 3) to protect riparian habitat elements.

Notification of species detection:

- If a bald eagle, golden eagle, American peregrine falcon, northern goshawk, California spotted owl, or great gray owl is discovered during operations, the contractor shall notify the RPF.

C. Conclusion and Determination

Implementation of the Project is expected to result in a Less than Significant Impact on special status bird species including the bald eagle, golden eagle, American peregrine falcon, northern goshawk, California spotted owl, and great gray owl.

Special Status Amphibians

Foothill yellow-legged frog (*Rana boylii*) and California red-legged frog (*Rana aurora draytonii*)

A. Existing Environment

Foothill yellow-legged frogs are found in or near rocky perennial streams and rivers in a variety of habitats including riparian, mixed conifer, and wet meadow types located up to 6,000 feet in elevation (Stebbins 2003, Stebbins and McGinnis 2012). These frogs prefer partial shade, shallow riffles, and cobble sized or greater substrate (Hayes and Jennings 1988). Occasionally, this species is also found in other riparian habitats, including moderately vegetated backwaters, isolated pools, (Hayes and Jennings 1988), and slow-moving rivers with mud substrates (Fitch 1938). Perennial streams or intermittent streams with perennial pools and ponds below 6,000 feet in elevation on the west slope of the Sierra Nevada should be considered suitable for foothill yellow-legged frogs. Little is known about the movement and dispersal of this species (Jennings and Hayes 1994). During breeding and summer, foothill yellow-legged frogs are rarely encountered far from

permanent water. During the winter, frogs have been observed in abandoned rodent burrows and under logs as far as 100 meters from a stream (Zeiner et al. 1988).

California red-legged frogs occupy ponds and slow-moving streams up to approximately 5,000 feet in elevation. Adults and dispersing juveniles widely utilize riparian and upland habitats for foraging, cover, and dispersal during wet periods. Individuals have been confirmed to occupy upland areas for long periods of time several hundred feet from the nearest water source. Breeding typically takes place in February and March, with tadpoles undergoing metamorphosis in late summer and early fall or delaying until the following spring (75 FR 12816, March 17, 2010).

The CNDDB data accessed for this report indicated foothill yellow-legged frogs have been observed along the North Fork American River, which is located within the Project area buffer. Within the Project area, Class II waterways exist that could provide potential foothill yellow-legged frog habitat. In addition, there are Class III stream habitats that could be used for dispersal and migration corridors. The CNDDB data included several red-legged frog occurrences were in the buffer and none in the Project area. Red-legged frogs could use upland habitats during wet periods as well as the Class II and III streams within the Project area.

B. Impacts of the Proposed Project

Direct impacts to foothill yellow-legged frogs may occur if Project-related activities are performed within 100 meters of waterways during periods of wintertime adult use of upland habitats. Red-legged frogs are known to use upland areas more generally during the wet season; therefore, adults could be directly impacted by operations underway during wet periods.

Indirect impacts to this species may occur as a result of this Project in the form of increased runoff and sediment loading within waterways from reductions in vegetation cover and ground disturbance. The potential for high intensity wildfire that could cause adverse, long-term direct and indirect impacts to foothill yellow-legged frogs and red-legged frogs through habitat degradation will be reduced as a result of this Project.

Cumulative impacts on foothill yellow-legged frogs and red-legged frogs may occur from the combination of additional fuel treatments on Federal lands, residential development, wildfire, or timber harvest on private lands.

Impact Avoidance and Mitigation Measures

Riparian zones along Class II and III watercourses will be protected by the following:

- Watercourse protection zones will be established within 25 to 50 feet of Class III watercourses, with wider protection zones on steeper slopes, and within 75 to 150 feet of Class II watercourses within the Project area.
- Equipment will be excluded from the watercourse protection zone except for existing equipment crossings of Class III watercourses which are dry at the time of operations.
- Within the watercourse protection zone of Class II watercourses, no mastication or prescribed burning will be applied: only hand treatment. Treatments will retain at least 50% of the existing groundcover and 50% of the existing overstory canopy.
- Within the equipment limitation zone of Class III watercourses, hand treatments and mastication may be applied. Treatments will retain at least 50% of the understory vegetation to maintain soil stability.

Notification of species detection:

- If a foothill yellow-legged frog or red-legged frog is discovered during operations, the contractor shall notify the RPF. Additional mitigation measures will be implemented if these species are detected. Measures could include buffers and timing restrictions.

C. Conclusions and Determination

Implementation of the Project is expected to result in a Less than Significant Impact on the foothill yellow-legged frog and California red-legged frog.

Special Status Reptiles

Coast horned lizard (*Phrynosoma blainvilla*), western pond turtle (*Actinemys marmorata*)

A. Existing Environment

Western pond turtles are most commonly found in suitable habitat below 5,000 feet in elevation (Stebbins 2003). This species generally utilizes heavily vegetated deeper pools of streams, rivers, irrigation ditches, as well as isolated ponds. Key habitat elements include basking sites such as downed wood, rock, or vegetation mats. Vegetation habitat type can vary widely from hardwood-dominated woodlands to coniferous forest, to grassland (Stebbins and McGinnis 2012).

Coast horned lizards occupy open areas with sandy soils up to about 8,000 feet in elevation. They are found in a wide variety of habitat types ranging from grasslands to conifer-dominated forests, and also hardwood woodlands and chaparral. Key habitat elements include open areas with low vegetation and sandy soils (Stebbins and McGinnis 2012).

The CNDDB data indicated a non-specific occurrence of western pond turtles inhabiting a pond and "seasonal creek" complex located in a blue oak woodland within the Project buffer, but no occurrences within the Project area. One record of occurrence for coast horned lizards was reported in a sandy soils habitat area with black oak and coniferous vegetation located near I-80; outside the Project area but within the buffer. Due to the proximity of these records and similar habitat types to those found in parts of the Project area, it is possible that these two species occupy the Project area. The turtles would be associated with Class II watercourses, while the horned lizard may be found in areas with patchy and exposed sandy soils, including dirt roads, or sandy washes associated with Class III watercourses and other topographic depressions.

B. Effects of the Proposed Project

The likelihood of direct impacts to western pond turtles or coast horned lizards is low primarily due to their association with either watercourses, or sandy exposed soils (which are typically found in draws); but also because of their low probability of occurring within the Project area.

Indirect impacts to western pond turtles and coast horned lizards may occur as a result of this Project in the form of habitat alteration from reductions in vegetation cover and ground disturbance. Vegetation reduction could result in an increase of exposed sandy soils, which could support coast horned lizards. The potential for high intensity wildfire that could cause adverse, long-term direct and indirect impacts to western pond turtles and coast horned lizards through habitat degradation will be reduced as a result of this Project.

Cumulative impacts on western pond turtles and coast horned lizards may occur from the combination of additional fuel treatments on Federal lands, residential development, wildfire, or timber harvest on private lands.

Impact Avoidance and Mitigation Measures

Riparian zones along Class II and III watercourses will be protected by the following:

- Watercourse protection zones will be established within 25 to 50 feet of Class III watercourses, with wider protection zones on steeper slopes, and within 75 to 150 feet of Class II watercourses within the Project area.
- Equipment will be excluded from the watercourse protection zone except for existing equipment crossings of Class III watercourses which are dry at the time of operations.

- Within the watercourse protection zone of Class II watercourses, no mastication or prescribed burning will be applied; only hand treatment. Treatments will retain at least 50% of the existing groundcover and 50% of the existing overstory canopy.
- Within the equipment limitation zone of Class III watercourses, hand treatments and mastication may be applied. Treatments will retain at least 50% of the understory vegetation to maintain soil stability.

Notification of detection:

- If a western pond turtle or coast horned lizard is discovered during operations, the contractor shall notify the RPF.

C. Conclusions and Determination

Implementation of the Project is expected to result in a Less than Significant Impact on the western pond turtle and coast horned lizard.

Special Status Fish

Central Valley steelhead (*Oncorhynchus. mykiss irideus*)

A. Existing Environment

Central Valley steelhead are not known to occur within the Project area, but the CNDDB database confirmed presence of the species downstream from the Project area within the buffer, in Dry Creek and Auburn Ravine.

B. Effects of the Proposed Project

Direct Impacts: The proposed Project would not directly impact this species, or other special status fish species.

Indirect impacts to downstream habitat through increased sediment input to onsite Class II and III watercourses could occur as a result of vegetation removal activities and associated equipment use in the Project area; however, the Project will comply with California FPRs to mitigate potential impacts of the project to Class II and III watercourses (see below). Although the proposed Project could temporarily affect Class II and III watercourses, the Project is intended to provide longer-term protection of the area by reducing the potential for wildfire, an event which could result in much greater sediment loading of watercourses on and downstream from the Project.

Cumulative Impacts: Other fuels management projects, timber harvest, and land management projects that result in ground disturbance or vegetation removal within the watershed will continue to affect downstream watercourses that provide habitat for special status fish species.

Impact Avoidance and Mitigation Measures

Riparian zones along Class II and III watercourses will be protected by the following:

- Watercourse protection zones will be established within 25 to 50 feet of Class III watercourses, with wider protection zones on steeper slopes, and within 75 to 150 feet of Class II watercourses within the Project area.
- Equipment will be excluded from the watercourse protection zone except for existing equipment crossings of Class III watercourses which are dry at the time of operations.
- Within the watercourse protection zone of Class II watercourses, no mastication or prescribed burning will be applied; only hand treatment. Treatments will retain at least 50% of the existing groundcover and 50% of the existing overstory canopy.
- Within the watercourse protection zone of Class III watercourses, hand treatments and mastication may be applied. Treatments will retain at least 50% of the understory vegetation to maintain soil stability.

C. Conclusions and Determination

Implementation of the Project is expected to result in a Less than Significant Impact on the Central valley steelhead.

Special Status Invertebrates

Western bumble bee (*Bombus occidentalis*), Obscure bumble bee (*Bombus caliginosus*), Valley elderberry longhorn beetle (*Desmocerus californicus dimorphus*)

A. Existing Environment

Western bumble bees rely on nectar gathered from a wide variety of flowering plants primarily determined by mouthpart morphology (Evans *et al*. 2008, Hatfield *et al*. 2014). This species occupies open grassy areas, mountain meadows, and chaparral/shrub vegetation communities (Williams et al. 2014). The Valley elderberry longhorn beetle only utilizes a single host plant, the elderberry (*Sambucus spp.*) (USFWS 2006).

Western bumblebee and Obscure bumblebee were recorded in the CNDDB within the Project area. The valley elderberry longhorn beetle was recorded in the CNDDB within the Project buffer.

B. Effects of the Proposed Project

Direct Impacts: Individuals disturbed during vegetation removal.

Indirect Impacts: Habitat disturbance, removal of flowing plants during flowering period; riparian buffers protected from disturbance

Cumulative Impacts: logging operation, prescribed burning, or other vegetation management practices on nearby public and private lands have temporarily disturbed and reduced populations of flowering plants.

Impact Avoidance and Mitigation Measures

Follow watercourse protection zone requirements to generally preserve flowering plant concentrations for western and obscure bumble bee, and protect elderberry plants which are often associated with riparian areas:

- Watercourse protection zones will be established within 25 to 50 feet of Class III watercourses, with wider protection zones on steeper slopes, and within 75 to 150 feet of Class II watercourses within the Project area.
- Equipment will be excluded from the watercourse protection zone except for existing equipment crossings of Class III watercourses which are dry at the time of operations.
- Within the watercourse protection zone of Class II watercourses, no mastication or prescribed burning will be applied; only hand treatment. Treatments will retain at least 50% of the existing groundcover and 50% of the existing overstory canopy.
- Within the watercourse protection zone of Class III watercourses, hand treatments and mastication may be applied. Treatments will retain at least 50% of the understory vegetation to maintain soil stability.

The USFWS developed conservation guidelines for the Valley elderberry longhorn beetle that describe additional protective measures (beyond those listed above) used to avoid impacts to this species (USFWS 1999). Measures to be implemented by the Project are:

- The Project area should be surveyed by a qualified biologist for elderberry host plants prior to any Project-related activities.
- A 100-foot-wide buffer surrounding elderberry plants will fully protect the beetles from Project-related vegetation removal activities.

- Use no insecticides, herbicides, fertilizers, or other chemicals within 100 feet of any elderberry plant with a stem measuring greater than 1 inch in diameter at ground level.
- Removal of nearby ground vegetation (within 5 feet of elderberry plants) may be completed from July through April.

C. Conclusions and Determination

Implementation of the Project, including impact avoidance and mitigation measures, is expected to result in a Less than Significant Impact on the Western bumble bee and Valley elderberry longhorn beetle.

Special Status Plants

A summary of this assessment of Project-related impacts to special status plants is presented in Table 5. All life history information provided in the existing environment sections below was obtained from the California Native Plant Society Rare and Endangered Plant Inventory (CNPS Rare Plant Program 2017). Habitat preferences described in the CNPS database were based on an assessment conducted in 2017.

Table 5. Assessment of Special Status Plants.

Species	Species Status[1]	Habitat Requirements	Present In Project Area: Habitat and/or Detections	Impact Determination
Allium jepsonii	S	Cismontane woodland, serpentine and volcanic, chapparal, lower montane coniferous forest	Yes	Less than Significant Impact with Mitigation Measures
Allium tuolumnense	S	Cismontane woodland serpentine	Yes	Less than Significant Impact with Mitigation Measures
Arctostaphylos myrtifolia	T CESA-T	acidic, lone soil, clay or sandy. Chapparal, cismontane woodland	Yes	Less than Significant Impact with Mitigation Measures
Arctostaphylos nissenana	S	Rocky, closed-cone coniferous forest, chaparral	Yes	Less than Significant Impact with Mitigation Measures
Balsamorhiza macrolepis	S	sometimes serpentine, Chaparral, cismontane woodland, valley and foothill grassland	Yes	Less than Significant Impact with Mitigation Measures
Calochortus clavatus var. *avius*	S	Lower montane coniferous forest (Josephine silt loam and volcanic)	Yes	Less than Significant Impact with Mitigation Measures
Calystegia stebbinsii	E CESA-E	Gabbroic or serpentine, chaparral, cismontane woodland	Yes	Less than Significant Impact with Mitigation Measures
Calystegia vanzukiae	S	Gabbroic or serpentine, chaparral openings, cismontane woodland	Yes	Less than Significant Impact with Mitigation Measures
Ceanothus roderickii	E CESA-R	Serpentine or gabbroic (nutrient-deficient forms of gabbro-derived soils characterized by low concentrations of available K, P, S, Fe, and Zn; Chaparral, Cismontane woodland	Yes	Less than Significant Impact with Mitigation Measures
Chlorogalum grandiflorum	S	serpentine or gabbroic and other soils; chaparral, cismontane woodlands, lower montane coniferous woodland	Yes	Less than Significant Impact with Mitigation Measures

Species	Species Status[1]	Habitat Requirements	Present In Project Area: Habitat and/or Detections	Impact Determination
Clarkia biloba ssp. *australis*	S	Serpentine, chaparral, cismontane woodland	Yes	Less than Significant Impact with Mitigation Measures
Clarkia biloba ssp. *brandegaea*	S	often roadcuts, chaparral, cismontane woodland, lower montane coniferous woodland	Yes	Less than Significant Impact with Mitigation Measures
Clarkia rostrata	S	cismontane woodland, valley and foothill grassland	Yes	Less than Significant Impact with Mitigation Measures
Cryptantha mariposae	S	Chaparral serpentine rocky	Yes	Less than Significant Impact with Mitigation Measures
Eriogonum apricum var. *apricum*	E CESA-R	chaparal openings lone soil	Yes	Less than Significant Impact with Mitigation Measures
Erythronium tuolumnense	S CESA-R	broadleafed upland forest, chaparral, cismontane woodland, lower montane coniferous forest	Yes	Less than Significant Impact with Mitigation Measures
Fremontodendron decumbens	E	gabbroic or serpentine, rocky; chaparral, cismontane woodland	Yes	Less than Significant Impact with Mitigation Measures
Fritillaria eastwoodiae	USFS - S	chaparral, cismontane woodland, lower montane coniferous forest, usually on dry slopes but also found in wet places; soils can be serpentine, red clay, or sandy	Yes	Less than Significant Impact with Mitigation Measures
Galium californicum susp. Sierriae	E	gabbroic, chaparral, cismontane woodland, lower montane coniferous forest	Yes	Less than Significant Impact with Mitigation Measures
Horkelia parryi	S	Ione formation and other soils, chaparral, cismontane woodlands	Yes	Less than Significant Impact with Mitigation Measures
Iris hartwegii ssp. *Columbiana*	S	cismontane woodland, lower montane coniferous forest	Yes	Less than Significant Impact with Mitigation Measures
Lewisia cantelovii	S	mesic, granitic, sometimes serpentine seeps, broadleafed upland forest, chaparral, cismontane woodland, lower montane coniferous forest	Yes	Less than Significant Impact with Mitigation Measures
Lomatium congdonii	S	Serpentine, chaparral, cismontane woodland	Yes	Less than Significant Impact with Mitigation Measures
Lupinus citrinus var. *deflexus*	S CESA-T	granitic, sandy, chaparral, cismontane woodland	Yes	Less than Significant Impact with Mitigation Measures
Lupinus spectabilis	S	Serpentine, chaparral, cismontane woodland	Yes	Less than Significant Impact with Mitigation Measures
Mimulus filicaulis	S	vernally mesic, cismontane woodland, lower montane coniferous forest, meadows and seeps, upper montane coniferous forest	Yes	Less than Significant Impact with Mitigation Measures

Species	Species Status[1]	Habitat Requirements	Present In Project Area: Habitat and/or Detections	Impact Determination
Mimulus pulchellus	S	vernally mesic, often disturbed areas, clay, lower montane coniferous forest, meadows and seeps	Yes	Less than Significant Impact with Mitigation Measures
Packera layneae	T CESA-R	serpentine or gabbroic, rocky, chaparral, cismontane woodlands	Yes	Less than Significant Impact with Mitigation Measures
Poa sierrae	USFS-S	lower montane coniferous forest, shady, moist, rocky slopes. often in canyons	Yes	Less than Significant Impact with Mitigation Measures
Sidalcea stipularis	E	freshwater marsh, marsh & swamp, wetland, wet montane marshes fed by springs	Yes	Less than Significant Impact with Mitigation Measures
Senecio clevelandii var. *heterophyllus*	S	cismontane woodlands (serpentine seeps)	Yes	Less than Significant Impact with Mitigation Measures
Verbena californica	T CESA-T	mesic usually serpentine seeps or creeks, cismontane woodlands, valley and foothill grassland	Yes	Less than Significant Impact with Mitigation Measures
Wyethia reticulata	S	clay or gabbroic, chaparral, cismontane woodland, lower montane coniferous forest	Yes	Less than Significant Impact with Mitigation Measures

[1]Key: E = USFWS Endangered, T = USFWS Threatened, S = BLM Sensitive CESA-(R,T,E) = California Endangered Species Act Rare(R) , Threatened (T) or Endangered (E) , USFS –(S) = USFS Sensitive

As noted in Section 3.5, the BLM and the BOR manage portions of the Project area. Each agency has a Resource Management Plan (RMP) with requirements for managing wildlife resources. Included in the BOR RMP is the requirement that for any potentially deleterious activity, the affected area must be surveyed by a qualified resource ecologist for sensitive plant and animal species during the appropriate season. The BLM indicated a similar requirement for their lands (B. Brenneman, pers. comm., Botanist, BLM, February 23, 2017). Therefore, a general mitigation measure that applies to all special status plant and animal species that have the potential to occur in the Project area is:

Mitigation Measure: To demonstrate compliance with the third requirement of the BOR Interim Resource Management Plan (above), and the requirement indicated by the BLM biologist, prior to Project-related work, species specific surveys would need to be completed by a qualified resource ecologist on the BOR- and BLM-managed portions of the Project area.

Individual special status plant species are addressed in the following section.

Allium jepsonii (Jepson's Onion)

A. Jepson's onion: Existing Environment

This perennial bulbiferous herb is found on serpentine or volcanic soils within the chaparral, cismontane woodland and lower montane coniferous forest habitat types. This species blooms between April and August and is found between 300 and 1,320 meters.

Review of the California Department of Fish and Game Natural Diversity Database showed no known locations of Jepson's onion within the Project; however, there are known occurrences within the Project buffer.

The one known occurrence within the Project buffer is along a roadside north of Auburn in a rural, residential area. Although it is unlikely for this species to occur with the Project area, there is potential habitat present, therefore it was included in this analysis.

B. Jepson's onion: Effects of the Proposed Project

The Project has the potential to affect Jepson's onion and suitable habitat directly and indirectly. The majority of the Project includes chaparral, cismontane woodland and lower montane coniferous forest habitat types. The project will disturb the forest floor by mechanical and hand thinning efforts. Direct and indirect effects would likely be limited in scope as the Project comprises a small percentage of the available suitable habitat within the Project buffer. If after the start of operations, Jepson's onion is detected, the species will be protected accordingly to minimize the potential for direct and indirect impacts to the species.

C. Jepson's onion: Conclusion and Determination

Implementation of the Project may affect individuals or suitable habitat, but it is likely to cause less than a significant impact (with or without mitigation to get there) to Jepson's onion.

Allium tuolumnense (Rawhide Hill onion)

A. Rawhide Hill onion: Existing Environment

This perennial bulbiferous herb is found on serpentine soils within the cismontane woodland habitat type. This species blooms between March and May and is found between 300 and 600 meters.

Review of the California Department of Fish and Game Natural Diversity Database showed no known locations of Rawhide Hill onion within the Project or the 8.6-mile Project buffer. Because of the size and location of the Project this analysis area should be appropriate for evaluating the effects of this Project.

B. Rawhide Hill onion: Effects of the Proposed Project

The Project has the potential to affect Rawhide Hill onion and suitable habitat directly and indirectly. The Project includes the cismontane woodland habitat type. The proposed project will disturb the forest floor through mechanical and hand thinning efforts. Direct and indirect effects would likely be limited in scope as the Project comprises a small percentage of the available suitable habitat within the Project buffer. If after the start of operations, Rawhide Hill onion is detected, the species will be protected accordingly to minimize the potential for direct and indirect impacts to the species.

C. Rawhide Hill onion: Conclusion and Determination

Implementation of the Project may affect individuals or suitable habitat, but it is likely to cause less than a significant impact (with or without mitigation to get there) to Rawhide Hill onion.

Arctostaphylos nissenana (Nissenan manzanita)

A. Nissenan manzanita: Existing Environment

Nissenan manzanita is a perennial evergreen shrub that blooms from February to March. This species is found in rocky areas within the closed-cone coniferous forest and chaparral habitat types and between 450 and 1100 meters in elevation. This species is known from one location within the Project buffer approximately six miles east of the southern portion of the project area. There are no known occurrences within the project area.

B. Nissenan manzanita: Effects of the Proposed Project

The Project has the potential to directly and indirectly affect Nissenan manzanita and suitable habitat. The Project includes the closed-cone coniferous forest and chaparral habitat types. The proposed project will disturb the forest floor through mechanical and hand thinning efforts. Direct and indirect effects would likely be limited in scope as the Project comprises a small percentage of the available suitable habitat within the

Project buffer. If after the start of operations, Nissenan manzanita is detected, the species will be protected accordingly to minimize the potential for direct and indirect impacts to the species.

C. Nissenan manzanita: Conclusion and Determination

Implementation of the Project may affect individuals or suitable habitat, but it is likely to cause less than a significant impact (with or without mitigation to get there) to Nissenan manzanita.

Balsamorhiza macrolepis (Big-scale balsamroot)

A. Big-scale balsamroot: Existing Environment

Big-scale balsamroot is a perennial herb sometimes found on serpentinite soils within the chaparral, cismontane woodland and valley and foothill grassland habitat types. This species blooms between March and June. It is found between 90 and 1,555 meters in elevation and there is one known occurrence within Project buffer along the edge of the Folsom Lake reservoir.

B. Big-scale balsamroot: Effects of the Proposed Project

The Project has the potential to affect big-scale balsamroot and suitable habitat directly and indirectly. The Project includes the chaparral, cismontane woodland and valley and foothill grassland habitat types. The proposed project will disturb the forest floor through mechanical and hand thinning efforts. Direct and indirect effects would likely be limited in scope as the Project comprises a small percentage of the available suitable habitat within the Project buffer. If after the start of operations, big-scale balsamroot is detected, the species will be protected accordingly to minimize the potential for direct and indirect impacts to the species.

C. Big-scale balsamroot: Conclusion and Determination

Implementation of the Project may affect individuals or suitable habitat, but it is likely to cause less than a significant impact (with or without mitigation to get there) to big-scale balsamroot.

Calochortus clavatus var. avius (Pleasant Valley mariposa lily)

A. Pleasant Valley mariposa lily: Existing Environment

Pleasant Valley mariposa lily is a perennial bulbiferous herb found on Josephine silt loam and volcanic soils within the lower montane coniferous forest habitat type. It is found between 305 and 1,800 meters in elevation and blooms between May and July. There are no known occurrences within the project or Project buffer.

B. Pleasant Valley mariposa lily: Effects of the Proposed Project

The Project has the potential to affect Pleasant Valley mariposa lily and suitable habitat directly and indirectly. The Project includes the lower montane coniferous forest habitat type. The proposed project will disturb the forest floor through mechanical and hand thinning efforts. Direct and indirect effects would likely be limited in scope as the Project comprises a small percentage of the available suitable habitat within the Project buffer. If detected during a pre-project survey or during operations, Pleasant Valley mariposa lily will be protected to minimize the potential for direct and indirect impacts to the species.

C. Pleasant Valley mariposa lily: Conclusion and Determination

Implementation of the Project may affect individuals or suitable habitat, but it is likely to cause less than a significant impact (with or without mitigation to get there) to Pleasant Valley mariposa lily.

Calystegia stebbinsii (Stebbins' morning glory)

A. Stebbins' morning glory: Existing Environment

Stebbins' morning glory is a perennial rhizomatous herb found on gabbroic or serpentinite soils within chaparral openings and cismontane woodland habitat types. This species blooms between April and July and is found between 185 and 1,090 meters in elevation. There are no known occurrences within the project or Project buffer.

B. Stebbins' morning glory: Effects of the Proposed Project

The Project has the potential to affect Stebbins' morning glory and suitable habitat directly and indirectly. The Project includes the chaparral openings and cismontane woodland habitat types. The proposed project will disturb the forest floor through mechanical and hand thinning efforts. Direct and indirect effects would likely be limited in scope as the Project comprises a small percentage of the available suitable habitat within the Project buffer. If after the start of operations, Stebbins' morning glory is detected, the species will be protected accordingly to minimize the potential for direct and indirect impacts to the species.

C. Stebbins' morning glory: Conclusion and Determination

Implementation of the Project may affect individuals or suitable habitat, but it is likely to cause less than a significant impact (with or without mitigation to get there) to Stebbins' morning glory.

Calystegia vanzuukiae (Van Zuuk's morning glory)

A. Van Zuuk's morning glory: Existing Environment

Van Zuuk's morning glory is a perennial, rhizomatous herb found on Gabbro and serpentinite soils within the chaparral and cismontane woodland habitat types. This species blooms between May and August and is found between 500 and 1,180 meters in elevation. There are five known occurrences within the eastern side of the Project buffer; although, no known occurrences within the project area.

B. Van Zuuk's morning glory: Effects of the Proposed Project

The Project has the potential to affect Van Zuuk's morning glory and suitable habitat directly and indirectly. The Project includes the chaparral and cismontane woodland habitat types. The proposed project will disturb the forest floor through mechanical and hand thinning efforts. Direct and indirect effects would likely be limited in scope as the Project comprises a small percentage of the available suitable habitat within the Project buffer. If after the start of operations, Van Zuuk's morning glory is detected, the species will be protected accordingly to minimize the potential for direct and indirect impacts to the species.

C. Van Zuuk's morning glory: Conclusion and Determination

Implementation of the Project may affect individuals or suitable habitat, but it is likely to cause less than a significant impact (with or without mitigation to get there) to Van Zuuk's morning glory.

Ceanothus roderickii (Pine Hill ceanothus)

A. Pine Hill ceanothus: Existing Environment

Pine Hill ceanothus is a perennial evergreen shrub that is found on serpentinite or gabbroic soils within the chaparral and cismontane woodland habitat types. This species blooms between April and June and is found between 245 and 1,090 meters in elevation. There are no known occurrences within project or Project buffer.

B. Pine Hill ceanothus: Effects of the Proposed Project

The Project has the potential to affect Pine Hill ceanothus directly and indirectly and suitable habitat. The Project includes the chaparral and cismontane woodland habitat types. The proposed project will disturb the forest floor through mechanical and hand thinning efforts. Direct and indirect effects would likely be limited in scope as the Project comprises a small percentage of the available suitable habitat within the Project buffer. If after the start of operations, Pine Hill ceanothus is detected, the species will be protected accordingly to minimize the potential for direct and indirect impacts to the species.

C. Pine Hill ceanothus: Conclusion and Determination

Implementation of the Project may affect individuals or suitable habitat, but it is likely to cause less than a significant impact (with or without mitigation to get there) to Pine Hill ceanothus.

Chlorogalum grandiflorum (Red Hills soaproot)

A. Red Hills soaproot: Existing Environment

Red Hills soaproot is a perennial bulbiferous herb that is found on serpentinite, gabbroic, and other soils within the chaparral, cismontane woodland and lower montane coniferous forest habitat types. This species blooms between May and June and is found between 245 and 1,690 meters in elevation. There are seven occurrences within the eastern side of Project buffer while there are no known occurrences in the project area.

B. Red Hills soaproot: Effects of the Proposed Project

The Project has the potential to affect Red Hills soaproot directly and indirectly and suitable habitat. The Project includes the chaparral, cismontane woodland and lower montane coniferous forest habitat types. The proposed project will disturb the forest floor through mechanical and hand thinning efforts. Direct and indirect effects would likely be limited in scope as the Project comprises a small percentage of the available suitable habitat within the Project buffer. If after the start of operations, Red Hills soaproot is detected, the species will be protected accordingly to minimize the potential for direct and indirect impacts to the species.

C. Red Hills soaproot: Conclusion and Determination

Implementation of the Project may affect individuals or suitable habitat, but it is likely to cause less than a significant impact (with or without mitigation to get there) to Red Hills soaproot.

Clarkia biloba ssp. australis (Mariposa clarkia)

A. Mariposa clarkia: Existing Environment

Mariposa clarkia is an annual herb found on serpentinite soils within the chaparral and cismontane woodland habitat types. This species blooms between April and July and is found between 300 and 1,460 meters in elevation. There are no known occurrences within project or Project buffer.

B. Mariposa clarkia: Effects of the Proposed Project

The Project has the potential to affect Mariposa clarkia and suitable habitat directly and indirectly. The Project includes the chaparral and cismontane woodland habitat types. The proposed project will disturb the forest floor through mechanical and hand thinning efforts. Direct and indirect effects would likely be limited in scope as the Project comprises a small percentage of the available suitable habitat within the Project buffer. If after the start of operations, Mariposa clarkia is detected, the species will be protected accordingly to minimize the potential for direct and indirect impacts to the species.

C. Mariposa clarkia: Conclusion and Determination

Implementation of the Project may affect individuals or suitable habitat, but it is likely to cause less than a significant impact (with or without mitigation to get there) to Mariposa clarkia.

Clarkia biloba ssp. brandegeeae (Brandegee's clarkia)

A. Brandegee's clarkia: Existing Environment

Brandegee's clarkia is an annual herb that is often found on road cuts within the chaparral, cismontane woodland, and lower montane coniferous forest habitat type. This species blooms between May and July and is found between 75 and 915 meters in elevation. There are five known occurrences within the project area and 28 occurrences within Project buffer.

B. Brandegee's clarkia: Effects of the Proposed Project

The Project has the potential to directly and indirectly affect Brandegee's clarkia and suitable habitat. The Project includes the chaparral, cismontane woodland, and lower montane coniferous forest habitat types. The proposed project will disturb the forest floor through mechanical and hand thinning efforts. Direct and indirect effects would likely be limited in scope as the Project comprises a small percentage of the available suitable habitat within the Project buffer. If after the start of operations, Brandegee's clarkia is detected, the species will be protected accordingly to minimize the potential for direct and indirect impacts to the species. In addition, a qualified biologist will flag the known populations within the project area prior to construction.

C. Brandegee's clarkia: Conclusion and Determination

Implementation of the Project may affect individuals or suitable habitat, but it is likely to cause less than a significant impact (with or without mitigation to get there) to Brandegee's clarkia.

Clarkia rostrata (Beaked clarkia)

A. Beaked clarkia: Existing Environment

Beaked clarkia is an annual herb found within the cismontane woodland and valley and foothill grassland habitat types. This species blooms from April to May and is found between 60 and 500 meters in elevation. There are no known occurrences within project area or Project buffer.

B. Beaked clarkia: Effects of the Proposed Project

The Project has the potential to affect beaked clarkia and suitable habitat directly and indirectly. The Project includes the cismontane woodland and valley and foothill grassland habitat types. The proposed project will disturb the forest floor through mechanical and hand thinning efforts. Direct and indirect effects would likely be limited in scope as the Project comprises a small percentage of the available suitable habitat within the Project buffer. If after the start of operations, beaked clarkia is detected, the species will be protected accordingly to minimize the potential for direct and indirect impacts to the species.

C. Beaked clarkia: Conclusion and Determination

Implementation of the Project may affect individuals or suitable habitat, but it is likely to cause less than a significant impact (with or without mitigation to get there) to beaked clarkia.

Cryptantha mariposae (Mariposa cryptantha)

A. Mariposa cryptantha: Existing Environment

Mariposa cryptantha is an annual herb found on serpentinite and rocky sites within the chaparral habitat type. This species blooms from April to June and is found between 200 and 650 meters in elevation. There are no known occurrences within project area or Project buffer.

B. Mariposa cryptantha: Effects of the Proposed Project

The Project has the potential to affect Mariposa cryptantha directly and indirectly and suitable habitat. The Project includes the chaparral habitat type. The proposed project will disturb the forest floor through mechanical and hand thinning efforts. Direct and indirect effects would likely be limited in scope as the Project comprises a small percentage of the available suitable habitat within the Project buffer. If after the start of operations, Mariposa cryptantha is detected, the species will be protected accordingly to minimize the potential for direct and indirect impacts to the species.

C. Mariposa cryptantha: Conclusion and Determination

Implementation of the Project may affect individuals or suitable habitat, but it is likely to cause less than a significant impact (with or without mitigation to get there) to Mariposa cryptantha.

Eriogonum apricum var. apricum (Ione buckwheat)

A. Ione buckwheat: Existing Environment

Ione buckwheat is a perennial herb found in openings and lone soil within the chaparral habitat type. This species blooms from July to October and is found between 60 and 145 meters in elevation. This species is known from 10 occurrences near Ione; however, there are no known occurrences within project area or Project buffer.

B. Ione buckwheat: Effects of the Proposed Project

The Project has the potential to affect Ione buckwheat and suitable habitat directly and indirectly. The Project includes the chaparral habitat type. The proposed project will disturb the forest floor through mechanical and hand thinning efforts. Direct and indirect effects would likely be limited in scope as the Project comprises a

small percentage of the available suitable habitat within the Project buffer. If after the start of operations, Ione buckwheat is detected, the species will be protected accordingly to minimize the potential for direct and indirect impacts to the species.

C. Ione buckwheat: Conclusion and Determination

Implementation of the Project may affect individuals or suitable habitat, but it is likely to cause less than a significant impact (with or without mitigation to get there) to Ione buckwheat.

Erythronium tuolumnense (Tuolumne fawn lily)

A. Tuolumne fawn lily: Existing Environment

Tuolumne fawn lily is a perennial bulbiferous herb found in broadleafed upland forest, chaparral, cismontane woodland, and lower montane coniferous forest habitat types. This species blooms between March and June and is found between 510 and 1,365 meters in elevation. There are no known occurrences within the project area or Project buffer.

B. Tuolumne fawn lily: Effects of the Proposed Project

The Project has the potential to affect Tuolumne fawn lily and suitable habitat directly and indirectly. The Project includes the broadleafed upland forest, chaparral, cismontane woodland, and lower montane coniferous forest habitat types. The proposed project will disturb the forest floor through mechanical and hand thinning efforts. Direct and indirect effects would likely be limited in scope as the Project comprises a small percentage of the available suitable habitat within the Project buffer. If after the start of operations, Tuolumne fawn lily is detected, the species will be protected accordingly to minimize the potential for direct and indirect impacts to the species.

C. Tuolumne fawn lily: Conclusion and Determination

Implementation of the Project may affect individuals or suitable habitat, but it is likely to cause less than a significant impact (with or without mitigation to get there) to Tuolumne fawn lily.

Fremontodendron decumbens (Pine Hill flannelbush)

A. Pine Hill flannelbush: Existing Environment

Pine Hill flannelbush is a perennial evergreen shrub that is found on gabbroic and serpentinite soils and rocky areas within chaparral and cismontane woodland habitat types. This species blooms from April to July and is found between 425 and 760 meters in elevation. There are no known occurrences within project area or Project buffer.

B. Pine Hill flannelbush: Effects of the Proposed Project

The Project has the potential to affect Pine Hill flannelbush directly and indirectly and suitable habitat. The Project includes the chaparral and cismontane woodland habitat types. The proposed project will disturb the forest floor through mechanical and hand thinning efforts. Direct and indirect effects would likely be limited in scope as the Project comprises a small percentage of the available suitable habitat within the Project buffer. If after the start of operations, Pine Hill flannelbush is detected, the species will be protected accordingly to minimize the potential for direct and indirect impacts to the species.

C. Pine Hill flannelbush: Conclusion and Determination

Implementation of the Project may affect individuals or suitable habitat, but it is likely to cause less than a significant impact (with or without mitigation to get there) to Pine Hill flannelbush.

Fritillaria eastwoodiae (Butte County fritillary)

A. Butte County fritillary: Existing Environment

Butte County fritillary is a perennial bulbiferous herb found on chaparral, cismontane woodland, lower montane coniferous forest, usually on dry slopes but also found in wet places; soils can be serpentine, red clay,

or sandy habitat types. This species blooms between March and June and is found at elevations between 50 and 1,500 meters. There are no known occurrences within project area or Project buffer.

B. Butte County fritillary: Effects of the Proposed Project

The Project has the potential to affect Butte County fritillary and suitable habitat directly and indirectly. The Project includes the chaparral, cismontane woodland, lower montane coniferous forest, usually on dry slopes but also found in wet places; soils can be serpentine, red clay, or sandy habitat types. The proposed project will disturb the forest floor through mechanical and hand thinning efforts. Direct and indirect effects would likely be limited in scope as the Project comprises a small percentage of the available suitable habitat within the Project buffer. If after the start of operations, Butte County fritillary is detected, the species will be protected accordingly to minimize the potential for direct and indirect impacts to the species.

C. Butte County fritillary: Conclusion and Determination

Implementation of the Project may affect individuals or suitable habitat, but it is likely to cause less than a significant impact (with or without mitigation to get there) to Butte County fritillary.

Galium californicum ssp. sierrae (El Dorado bedstraw)

A. El Dorado bedstraw: Existing Environment

El Dorado bedstraw is a perennial herb that is found on gabbroic soils within chaparral, cismontane woodland, and lower montane coniferous forest habitat types. This species blooms between May and June and is found between 100 and 585 meters in elevation. There are no known occurrences within project area or Project buffer.

B. El Dorado bedstraw: Effects of the Proposed Project

The Project has the potential to affect El Dorado bedstraw and suitable habitat directly and indirectly. The Project includes the chaparral, cismontane woodland and valley and foothill grassland habitat types. The proposed project will disturb the forest floor through mechanical and hand thinning efforts. Direct and indirect effects would likely be limited in scope as the Project comprises a small percentage of the available suitable habitat within the Project buffer. If after the start of operations, El Dorado bedstraw is detected, the species will be protected accordingly to minimize the potential for direct and indirect impacts to the species.

C. El Dorado bedstraw: Conclusion and Determination

Implementation of the Project may affect individuals or suitable habitat, but it is likely to cause less than a significant impact (with or without mitigation to get there) to El Dorado bedstraw.

Horkelia parryi (Parry's horkelia)

A. Parry's horkelia: Existing Environment

Parry's horkelia is a perennial herb found in the Ione formation and other soils within the chaparral and cismontane woodland habitat type. This species blooms from April and September and is found between elevations of 80 and 1070 meters. In addition, this species is potentially threatened by clay mining, road maintenance, erosion, vehicles and non-native plants. There is one occurrence within the eastern edge of the Project buffer; however, there are no known occurrences within project area.

B. Parry's horkelia: Effects of the Proposed Project

The Project has the potential to affect Parry's horkelia directly and indirectly and suitable habitat. The Project includes the chaparral and cismontane woodland habitat types. The proposed project will disturb the forest floor through mechanical and hand thinning efforts. Direct and indirect effects would likely be limited in scope as the Project comprises a small percentage of the available suitable habitat within the Project buffer. If after the start of operations, Parry's horkelia is detected, the species will be protected accordingly to minimize the potential for direct and indirect impacts to the species.

C. Parry's horkelia: Conclusion and Determination

Implementation of the Project may affect individuals or suitable habitat, but it is likely to cause less than a significant impact (with or without mitigation to get there) to Parry's horkelia.

Iris hartwegii ssp. columbiana (Tuolumne iris)

A. Tuolumne iris: Existing Environment

Tuolumne iris is a perennial rhizomatous herb found within cismontane woodlands and lower montane coniferous forest habitat types. This species blooms between May and June and is found at elevations between 425 and 1,400 meters. There are no known occurrences within project area or Project buffer.

B. Tuolumne iris: Effects of the Proposed Project

The Project has the potential to affect Tuolumne iris and suitable habitat directly and indirectly. The Project includes the cismontane woodlands and lower montane coniferous habitat types. The proposed project will disturb the forest floor through mechanical and hand thinning efforts. Direct and indirect effects would likely be limited in scope as the Project comprises a small percentage of the available suitable habitat within the Project buffer. If after the start of operations, Tuolumne iris is detected, the species will be protected accordingly to minimize the potential for direct and indirect impacts to the species.

C. Tuolumne iris: Conclusion and Determination

Implementation of the Project may affect individuals or suitable habitat, but it is likely to cause less than a significant impact (with or without mitigation to get there) to Tuolumne iris.

Lewisia cantelovii (Cantelow's lewisia)

A. Cantelow's lewisia: Existing Environment

Cantelow's lewisia is a perennial herb that is found on mesic, granitic, and sometimes serpentinite seeps within broadleafed upland forest, chaparral, cismontane woodland and lower montane coniferous forest habitat types. This species blooms between May and October and is found between 330 and 1370 meters in elevation. There are no known occurrences within project area or Project buffer.

D. Cantelow's lewisia: Effects of the Proposed Project

The Project has the potential to affect lewisia Cantelow's directly and indirectly and suitable habitat. The Project includes the broadleafed upland forest, chaparral, cismontane woodland and lower montane coniferous habitat types. The proposed project will disturb the forest floor through mechanical and hand thinning efforts. Direct and indirect effects would likely be limited in scope as the Project comprises a small percentage of the available suitable habitat within the Project buffer. If after the start of operations, Cantelow's lewisia is detected, the species will be protected accordingly to minimize the potential for direct and indirect impacts to the species.

E. Cantelow's lewisia: Conclusion and Determination

Implementation of the Project may affect individuals or suitable habitat, but it is likely to cause less than a significant impact (with or without mitigation to get there) to Cantelow's lewisia.

Lomatium congdonii (Congdon's lomatium)

D. Congdon's lomatium: Existing Environment

Congdon's lomatium is a perennial herb found on serpentinite areas within chaparral and cismontane woodland habitat types. This species blooms between March and June and is found at elevations between 300 and 2,100 meters. There are no known occurrences within project area or Project buffer and this species is known from fewer than 20 total occurrences.

E. Congdon's lomatium: Effects of the Proposed Project

The Project has the potential to affect Congdon's lomatium directly and indirectly and suitable habitat. The Project includes the chaparral and cismontane woodland habitat types. The proposed project will disturb the

forest floor through mechanical and hand thinning efforts. Direct and indirect effects would likely be limited in scope as the Project comprises a small percentage of the available suitable habitat within the Project buffer. If after the start of operations, Congdon's lomatium is detected, the species will be protected accordingly to minimize the potential for direct and indirect impacts to the species.

F. Congdon's lomatium: Conclusion and Determination

Implementation of the Project may affect individuals or suitable habitat, but it is likely to cause less than a significant impact (with or without mitigation to get there) to Congdon's lomatium.

Lupinus citrinus var. deflexus (Mariposa lupine)

A. Mariposa lupine: Existing Environment

Mariposa lupine is an annual herb found on granitic or sandy soils within chaparral and cismontane woodlands habitat types. This species blooms between April and May and is found between 400 and 610 meters in elevation. In addition, this species is threatened by development, vehicles, and grazing. This species is known from fewer than ten occurrences and there are no occurrences within project area or Project buffer.

B. Mariposa lupine: Effects of the Proposed Project

The Project has the potential to affect Mariposa lupine and suitable habitat directly and indirectly. The Project includes the chaparral and cismontane woodlands habitat types. The proposed project will disturb the forest floor through mechanical and hand thinning efforts. Direct and indirect effects would likely be limited in scope as the Project comprises a small percentage of the available suitable habitat within the Project buffer. If after the start of operations, Mariposa lupine is detected, the species will be protected accordingly to minimize the potential for direct and indirect impacts to the species.

C. Mariposa lupine: Conclusion and Determination

Implementation of the Project may affect individuals or suitable habitat, but it is likely to cause less than a significant impact (with or without mitigation to get there) to Mariposa lupine.

Lupinus spectabilis (Shaggyhair lupine)

A. Shaggyhair lupine: Existing Environment

Shaggyhair lupine is an annual herb found on serpentinite within chaparral and cismontane woodland habitat types. This species blooms between April and May and is found between 260 and 825 meters in elevation. There are no known occurrences within project area or Project buffer.

B. Shaggyhair lupine: Effects of the Proposed Project

The Project has the potential to directly and indirectly affect shaggyhair lupine and suitable habitat. The Project includes the chaparral and cismontane woodland habitat types. The proposed project will disturb the forest floor through mechanical and hand thinning efforts. Direct and indirect effects would likely be limited in scope as the Project comprises a small percentage of the available suitable habitat within the Project buffer. If after the start of operations, shaggyhair lupine is detected, the species will be protected accordingly to minimize the potential for direct and indirect impacts to the species.

C. Shaggyhair lupine: Conclusion and Determination

Implementation of the Project may affect individuals or suitable habitat, but it is likely to cause less than a significant impact (with or without mitigation to get there) to shaggyhair lupine.

Mimulus filicaulis (Slender-stemmed monkeyflower)

A. Slender-stemmed monkeyflower: Existing Environment

Slender-stemmed monkeyflower is an annual herb found in vernally mesic areas within cismontane woodland, lower montane coniferous forest, meadows and seeps, and upper montane coniferous forest habitat types. This

species blooms between April and August and is found at elevations between 900 and 1,750 meters. There are no known occurrences within project area or Project buffer.

B. Slender-stemmed monkeyflower: Effects of the Proposed Project

The Project has the potential to affect slender-stemmed monkeyflower and suitable habitat directly and indirectly. The Project includes the cismontane woodland, lower montane coniferous forest, meadows and seeps, and upper montane coniferous forest habitat types. The proposed project will disturb the forest floor through mechanical and hand thinning efforts. Direct and indirect effects would likely be limited in scope as the Project comprises a small percentage of the available suitable habitat within the Project buffer. If after the start of operations, slender-stemmed monkeyflower is detected, the species will be protected accordingly to minimize the potential for direct and indirect impacts to the species.

C. Slender-stemmed monkeyflower: Conclusion and Determination

Implementation of the Project may affect individuals or suitable habitat, but it is likely to cause less than a significant impact (with or without mitigation to get there) to slender-stemmed monkeyflower.

Mimulus pulchellus (Pansy monkeyflower)

A. Pansy monkeyflower: Existing Environment

Pansy monkeyflower is an annual herb found in vernally mesic or often disturbed areas within lower montane coniferous forest and meadows and seeps habitat types. This species blooms between April and July and is found between 600 and 2000 meters in elevation. There are no known occurrences within project area or Project buffer.

B. Pansy monkeyflower: Effects of the Proposed Project

The Project has the potential to affect pansy monkeyflower and suitable habitat directly and indirectly. The Project includes the lower montane coniferous forest and meadows and seeps habitat types. The proposed project will disturb the forest floor through mechanical and hand thinning efforts. Direct and indirect effects would likely be limited in scope as the Project comprises a small percentage of the available suitable habitat within the Project buffer. If after the start of operations, pansy monkeyflower is detected, the species will be protected accordingly to minimize the potential for direct and indirect impacts to the species.

C. Pansy monkeyflower: Conclusion and Determination

Implementation of the Project may affect individuals or suitable habitat, but it is likely to cause less than a significant impact (with or without mitigation to get there) to pansy monkeyflower.

Packera layneae (Layne's butterweed)

A. Layne's butterweed: Existing Environment

Layne's butterweed is a perennial herb found on serpentinite, gabbroic or rocky areas within chaparral or cismontane woodland habitat types. This species blooms between April and August and found at elevations between 200 and 1085 meters. There are two occurrences within the eastern side of the Project buffer; there are no known occurrences within project area.

B. Layne's butterweed: Effects of the Proposed Project

The Project has the potential to affect Layne's butterweed and suitable habitat directly and indirectly. The Project includes the chaparral or cismontane woodland habitat types. The proposed project will disturb the forest floor through mechanical and hand thinning efforts. Direct and indirect effects would likely be limited in scope as the Project comprises a small percentage of the available suitable habitat within the Project buffer. If after the start of operations, Layne's butterweed is detected, the species will be protected accordingly to minimize the potential for direct and indirect impacts to the species.

C. Layne's butterweed: Conclusion and Determination

Implementation of the Project may affect individuals or suitable habitat, but it is likely to cause less than a significant impact (with or without mitigation to get there) to Layne's butterweed.

Poa sierrea (Sierra blue grass)

A. Sierra blue grass: Existing Environment

Sierra blue grass is a perennial rhizomatous herb found within lower montane coniferous forest, shady, moist, rocky slopes. often in canyons habitat types. This species blooms between April and July and is found within elevations of 365 and 1500 meters. This species is known occurrences within project area or Project buffer.

A. Sierra blue grass: Effects of the Proposed Project

The Project has the potential to affect Sierra blue grass and suitable habitat directly and indirectly, although such habitat would likely occur within riparian areas with limited disturbance due to WLPZ protections. The Project includes the lower montane coniferous forest, shady, moist, rocky slopes. often in canyons habitat types. The proposed project will disturb the forest floor through mechanical and hand thinning efforts. Direct and indirect effects would likely be limited in scope as the Project comprises a small percentage of the available suitable habitat within the Project buffer. If after the start of operations, Sierra blue grass is detected, the species will be protected accordingly to minimize the potential for direct and indirect impacts to the species.

B. Sierra blue grass: Conclusion and Determination

Implementation of the Project may affect individuals or suitable habitat, but it is likely to cause less than a significant impact (with or without mitigation to get there) to Sierra blue grass.

Sidalcea stipularis (Scadden Flat checkerbloom)

A. Scadden Flat checkerbloom: Existing Environment

Scadden Flat checkerbloom is a perennial rhizomatous herb found in freshwater marsh, marsh & swamp, wetland, wet montane marshes fed by springs habitat types. This species blooms between July and August and is found at elevations between 700 and 730 meters. There are known occurrences within project area or Project buffer.

B. Scadden Flat checkerbloom: Effects of the Proposed Project

The Project has the potential to affect Scadden Flat checkerbloom directly and indirectly and/or suitable habitat. The Project includes freshwater marsh, marsh & swamp, wetland, wet montane marshes fed by springs habitat types although such habitat would occur within riparian areas with limited disturbance due to WLPZ protections. The proposed project will disturb the forest floor through mechanical and hand thinning efforts. Direct and indirect effects would likely be limited in scope as the Project comprises a small percentage of the available suitable habitat within the Project buffer. If after the start of operations, Scadden Flat checkerbloom is detected, the species will be protected accordingly to minimize the potential for direct and indirect impacts to the species.

C. Scadden Flat checkerbloom: Conclusion and Determination

Implementation of the Project may affect individuals or suitable habitat, but it is likely to cause less than a significant impact (with or without mitigation to get there) to Scadden Flat checkerbloom.

Senecio clevelandii var. herterophyllus (Red Hills ragwort)

B. Red Hills ragwort: Existing Environment

Red Hills ragwort is a perennial herb found within cismontane woodlands on serpentinite seeps habitat types. This species blooms between May and July and is found within elevations of 260 and 385 meters. This species is known only from the Red Hills area and there are no known occurrences within project area or Project buffer.

C. Red Hills ragwort: Effects of the Proposed Project

The Project has the potential to affect Red Hills ragwort and suitable habitat directly and indirectly. The Project includes the cismontane woodlands on serpentinite seeps habitat types. The proposed project will disturb the forest floor through mechanical and hand thinning efforts. Direct and indirect effects would likely be limited in scope as the Project comprises a small percentage of the available suitable habitat within the Project buffer. If after the start of operations, Red Hills ragwort is detected, the species will be protected accordingly to minimize the potential for direct and indirect impacts to the species.

D. Red Hills ragwort: Conclusion and Determination

Implementation of the Project may affect individuals or suitable habitat, but it is likely to cause less than a significant impact (with or without mitigation to get there) to Red Hills ragwort.

Verbena californica (Red Hills vervain)

A. Red Hills vervain: Existing Environment

Red Hills vervain is a perennial herb found in mesic or serpentinite seeps or creeks within the cismontane woodland or valley and foothill grassland habitat types. This species blooms between May and September and is found between 260 and 400 meters in elevation. There are no known occurrences within project area or Project buffer.

B. Red Hills vervain: Effects of the Proposed Project

The Project has the potential to affect Red Hills vervain and suitable habitat directly and indirectly. The Project includes the cismontane woodland or valley and foothill grassland habitat types. The proposed project will disturb the forest floor through mechanical and hand thinning efforts. Direct and indirect effects would likely be limited in scope as the Project comprises a small percentage of the available suitable habitat within the Project buffer. If after the start of operations, Red Hills vervain is detected, the species will be protected accordingly to minimize the potential for direct and indirect impacts to the species.

C. Red Hills vervain: Conclusion and Determination

Implementation of the Project may affect individuals or suitable habitat, but it is likely to cause less than a significant impact (with or without mitigation to get there) to Red Hills vervain.

Wyethia reticulata (El Dorado mules ear)

A. El Dorado mule's ear: Existing Environment

El Dorado mule's ear is a perennial herb found on clay or gabbroic soils within chaparral, cismontane woodland, or lower montane coniferous forest habitat types. This species blooms between April and August and is found between 185 and 630 meters in elevation. There are no known occurrences within the project area or Project buffer.

B. El Dorado mule's ear: Effects of the Proposed Project

The Project has the potential to affect El Dorado mule's ear and suitable habitat directly and indirectly. The Project includes the chaparral, cismontane woodland, or lower montane coniferous forest habitat types. The proposed project will disturb the forest floor through mechanical and hand thinning efforts. Direct and indirect effects would likely be limited in scope as the Project comprises a small percentage of the available suitable habitat within the Project buffer. If after the start of operations, El Dorado mule's ear is detected, the species will be protected accordingly to minimize the potential for direct and indirect impacts to the species.

C. El Dorado mule's ear: Conclusion and Determination

Implementation of the Project may affect individuals or suitable habitat, but it is likely to cause less than a significant impact (with or without mitigation to get there) to El Dorado mule's ear.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
b) Would the project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations or by the California Department of Fish and Wildlife or the U.S. Fish and Wildlife Service?	☐	☒	☐	☐

The proposed Project will require protection of sensitive resources including watercourses and their associated riparian zones.

The BOR Interim Resource Management Plan (BOR 1992) for the Auburn State Recreation Area (SRA), which includes portions of the Project area, relies on the CWHR database for vegetation habitat typing, and the CNDDB and other species lists already incorporated in this analysis for its identification of special status species.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
c) Would the project have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	☐	☒	☐	☐

There are no known federally protected wetlands on the Project area. If any wetlands are encountered during Project-related activities, the RPF will be notified, and the wetland will be avoided. Class II and III watercourses on the Project area will be protected by implementation of buffer requirements for these resources (Table 3.1). The proposed project would therefore result in no impacts to wetlands and less than significant impacts on watercourses.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
d) Would the project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	☐	☒	☐	☐

The BLM Sierra Resource Management Plan (BLM 2008) indicates the presence of important migration routes for deer in the foothills of the Sierra Nevada between 1,500 to 3,500 feet in elevation. The proposed Project is located in this elevation band. Fuels reduction activities are not expected to significantly impact deer migration movements through the Project area. If the Project attains its intended goal, the area will experience a higher level of protection from high-intensity wildfire.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
e) Would the project conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☒	☐	☐

The proposed Project would be completed in compliance with the Placer County general county-wide requirements for tree preservation (Placer County Code Chapter 12 Article 16; Section 12.16.030).

The proposed Project is consistent with the Placer County Strategic Plan for the Wildfire Protection and Biomass Utilization Program (Placer County 2007).

Both the BLM and the BOR manage portions of the Project area, and each agency has a resource management plan with requirements for managing wildlife resources. The BOR Interim Resource Management Plan (BOR 1992) lists the following requirements for vegetation and wildlife management:

1. The natural ecological balance within the Auburn SRA should be retained. Any decisions affecting fish and wildlife populations in the park must be approved by a qualified resource ecologist before being implemented. Any decision made relative to conflicts between wildlife and livestock must be made in favor of wildlife.
2. Rare and endangered plants and animals and their habitats should be protected and managed for their perpetuation in accordance with State law.
3. Prior to any potentially deleterious activity, the affected area must be surveyed by a qualified resource ecologist for sensitive plant and animal species during the appropriate season.
4. Riparian and wetland areas should be managed for their long-term preservation and enhancement.
5. Any landscaping in developed areas must be done using native plants, preferably transplanted from elsewhere in the park.
6. Management of soils should prevent unnatural erosion.

For the purposes of this assessment, the Project area is assumed to support species that are known to occur in habitat types indicated by the CWHR; occupancy is assumed. Mitigation measures presented in Section 3.1 (Special Status Species) assume occupancy. The BOR indicates a requirement for pre-Project sensitive species surveys. A BLM biologist contacted during this assessment also indicated this requirement for BLM lands (B. Brenneman, pers. comm., Botanist, BLM, February 23, 2017). The BLM RMP details species-specific pre-project survey requirements (BLM 2008).

The BLM Sierra Resource Management Plan (BLM 2008) outlines conservation strategies for several species addressed in this report, including anadromous fish, bats, forest raptors, wetland and riparian birds, valley elderberry longhorn beetles, California red-legged frog and foothill yellow-legged frog. Pertinent actions and mitigation measures derived from these conservation strategies, and the FPRs are discussed in the special status species section of this report.

The proposed Project complies with pertinent sections of the of the BLM Sierra Resource Management Plan (BLM 2008), including Section 2.5 Fish and Wildlife, Section 2.6 Special Status Species, Section 2.7 Wildland Fire Ecology and Management, and Section 2.12 Forestry and Woodlands.

Appendix C of the BLM Sierra Resource Management Plan (BLM 2008) outlines timber harvest criteria which would apply to the proposed Project.

The proposed Project is not expected to conflict with local policies and ordinances.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
f) Would the project conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	☐	☐	☐	☒

There is no formal Habitat Conservation Plan (HCP) in effect for the Project area. Placer County is currently working to develop an HCP that would cover areas westerly of the Project area, the Placer County Conservation Plan. Once completed, the proposed Project is not expected to conflict with any Habitat Conservation Plan.

CULTURAL RESOURCES

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Would the project cause a substantial adverse change in the significance of a historical resource pursuant to § 15064.5?	☐	☐	☒	☐

Pursuant to Public Resources Code (PRC) Section 21080.1, the lead agency shall determine whether the project may have a significant effect on archeological resources. CEQA mandates state agencies take into consideration the effects of their actions on cultural resources listed on, or eligible for inclusion in, the California Register of Historical Resources (CRHR) (defined as historical resources at 14 CCR § 15064.5[a]). Section 15064.5(a)(3) of the CEQA Guidelines defines cultural resources as objects, buildings, structures, sites, areas, places, records, or manuscripts that are determined historically significant or significant in the architectural, engineering, scientific, economic, agricultural, educational, social, political, military, or cultural annals of California. Relative to the Proposed Project, these resources can be further described as prehistoric archaeological sites, historic-era archaeological sites, historic buildings and structures, landscapes, districts, and linear features. Prehistoric archaeological sites are places where Native Americans lived or carried out activities during the prehistoric period. Historic-era archaeological sites reflect the activities of people after initial exploration and settlement in the region by the Spanish during the late 1700s, and later by others. Native American sites can also reflect the historic era. Prehistoric and historic-era sites may contain artifacts, cultural features, subsistence remains, and human burials.

Introduction:

Funding for the proposed project is intermittent and largely supplied through competitive grants; therefore, each portion of the proposed project will undergo a cultural resource assessment and survey by a consulting archaeologist or qualified natural resource professional as funds become available. An archaeologist or qualified natural resource professional with a current certification as a cultural resource surveyor obtained through CAL FIRE shall complete thorough evaluations of the entire Project area. Information, data, analysis, and site-specific mitigation measures developed during these efforts will be outlined in supplemental confidential archaeological addenda for each portion of the proposed project. Due to the sensitive nature of some information contained in these documents, locations and records of cultural resources will not be included in the MND. The following procedures will be completed in a manner that adheres to state environmental analysis requirements.

1. An archival document review of records housed at the North Central Information Center (NCIC) of the California Historical Resources Information System (CHRIS) and comply with resources listed in the National Register of Historic Places (pursuant to PRC Section 5024.1(c);
2. Coordination with the California Native American Heritage Commission (NAHC) and tribes with potential heritage interests in the Project area;
3. An historical records investigation of the Project area;
4. Identification, definition, and intensive archaeological inventory of the proposed Project's Area of Potential Effects (APE);
5. Documentation of potentially affected cultural resources greater than 50 years old;
6. Evaluation of the integrity and National Register eligibility evaluation and determination of Findings of Effects for all potentially affected heritage resources, and;
7. Heritage resource management recommendations.

Environmental Consequences

Would the project:

a. Cause a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5?

Less than significant impact: The proposed project has the potential to impact historical resources pursuant to Section 15064.5. The following procedures are required by CAL FIRE policy and shall be implemented to a level that is less than significant and protect cultural resources during implementation of the Project:

1. The North Central Information Center (NCIC) database will be queried for existing surveys and recorded sites within the proposed project area prior to implementation. A consulting archaeologist or qualified natural resource professional with a current certification as a cultural resource surveyor obtained through CAL FIRE shall conduct field inspections in all areas impacted by project operations. Archeological surveyors will also evaluate the integrity of recorded resources.
2. Based on results of the records search and field inspections, protection measures will be discussed and implemented with input from participating tribes, the CAL FIRE State Archeologist, and the consulting archeologists or qualified natural resource professional.
3. Protection measures may vary based on treatment type and feedback from consultations. These measures may include excluding archeological sites from treatment or altering proposed treatments within site boundaries to avoid significant impacts to cultural resources. Active and appropriate communications with field personnel will be a critical component of the protection of archeological and historical resources during project operations.

Project operations include the removal of vegetation through handwork, mechanical equipment, and prescribed burning for fuels reduction. If unrecorded sites are found during project operations, project managers will follow procedures in the Post-approval Discovery of Cultural Resources outlined in CAL FIRE's "Cultural Resources Review Procedures for CAL FIRE Projects." Project work within 100 feet of the site shall cease until project managers have consulted with a professional archaeologist or natural resource professional with a current certification as an archaeological surveyor obtained through CAL FIRE. Site protections will then be implemented. The site shall be recorded with the State Historic Preservation Office (SHPO) by a professional archaeologist or natural resource professional with CAL FIRE training. Operations may continue outside of the 100-foot perimeter during the identification and avoidance process.

b) Would the project cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5?	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
	☐	☐	☒	☐

The proposed project has the potential to impact archaeological resources pursuant to Section 15064.5. As lead agency, CAL FIRE has designed the project to avoid impacts to cultural resources and ensure the proper survey, recordation, review, and disposition of archaeological information. The following procedures are required by CAL FIRE policy and shall be implemented to a level that is less than significant and protect cultural resources during implementation of the Project:

1. The North Central Information Center (NCIC) database will be queried for existing surveys and recorded sites within the proposed project area prior to implementation. A consulting archaeologist or natural resource professional with a current certification as an archaeological surveyor obtained through CAL FIRE shall conduct field inspections in all areas impacted by project operations. Archeological surveyors will also evaluate the integrity of recorded resources.
2. Based on results of the records search and field inspections, protection measures will be discussed and implemented with input from participating tribes, the CAL FIRE State Archeologist, and the consulting archeologists. Protection measures may vary based on treatment type and feedback from consultations.
3. These measures may include excluding archeological sites from treatment or altering proposed treatments within site boundaries to avoid significant impacts to cultural resources. Active and appropriate communications with field personnel will be a critical component of the protection of cultural resources during project operations.

Project operations include the removal of vegetation through handwork, mechanical equipment, and prescribed burning for fire resilience. If unrecorded sites are found during project operations, project managers will follow procedures in the Post-approval Discovery of Cultural Resources outlined in CAL FIRE's "Cultural Resources Review Procedures for CAL FIRE Projects."

c) Would the project disturb any human remains, including those interred outside of formal cemeteries?	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
	☐	☐	☒	☐

The proposed project has the potential to disturb human remains through the use of mechanical equipment, including those interred outside of formal cemeteries. However, all work shall be completed at ground level and no digging and/or trenching is expected. Work in project areas identified or recorded with a high likelihood of past human habitation will be conducted in a low-impact manner with minimal use of equipment.

If human remains are encountered during any portion of the project, California State Law requires that there shall be no further excavation or disturbance of the site or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains until the coroner of the county has determined the manner and cause of death, and the recommendations concerning the treatment and disposition of the human remains have been made to the person responsible for the excavation (California Health and Safety Code – Section 7050.5).

ENERGY

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Would the project result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
b) Would the project conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	☐	☐	☐	☒

GEOLOGY AND SOILS

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Would the project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? (Refer to California Geological Survey Special Publication 42.)	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
b) Would the project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving strong seismic ground shaking?	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
c) Would the project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving seismic-related ground failure, including liquefaction?	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
d) Would the project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving landslides?	☐	☐	☐	☐

Vegetation removal and heavy equipment operations on unstable areas has some potential to increase the risk of landslides. There are no known unstable areas within the project area, but it is possible that small unidentified unstable areas could exist within the project area. In order to reduce the risk to a less than significant level, mitigations are incorporated.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
e) Would the project result in substantial soil erosion or the loss of topsoil?	☐	☒	☐	☐

The project will involve the removal of vegetation which can act as protective cover and thus increase the potential for soil erosion. Erosion hazard ratings for the project were borrowed from the Board of Forestry Technical Rule Addendum No. 1. The results of the calculations are summarized by the following table which is used as a generalization of soil erosion hazard.

Treatment Method	0-30% slopes	30-50% slopes	50%+ slopes
Mastication	Low	Medium	Medium
Hand Thinning and Pile Burning	Low	Medium	Medium
Broadcast Burning	Medium	Medium	Medium

The use of heavy equipment also has the potential to cause accelerated erosion through soil compaction particularly if operations occur during saturated soil conditions. The vegetation removal and slash treatment specifications found in the project description were designed to retain adequate post treatment groundcover in levels adequate to protect soil from rainfall and wind erosion. In order to mitigate impacts to soil erosion and loss of topsoil to an insignificant level, mitigations are incorporated.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
f) Would the project be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide,	☐	☐	☐	☒

lateral spreading, subsidence, liquefaction, or collapse?				

There would be no impact on unstable soils because the project is a minor alteration to the vegetation above the soil surface, and unstable areas are not proposed for operations. There are no excavation components in the project scope including road and trail establishment in or near any unstable soils.

g) Would the project be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994, as updated), creating substantial direct or indirect risks to life or property?	Potentially Significant Impact ☐	Less Than Significant with Mitigation Incorporated ☐	Less Than Significant Impact ☐	No Impact ☒

There would be no impact directly or indirectly on expansive soils because the project is a minor alteration to the vegetation above the soil surface. There are no excavation components in the project scope.

h) Would the project have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	Potentially Significant Impact ☐	Less Than Significant with Mitigation Incorporated ☐	Less Than Significant Impact ☐	No Impact ☒

There would be no impact directly or indirectly on capacity of soils to carry a septic system because the project is a minor alteration to the vegetation above the soil surface. There are no excavation components in the project scope.

i) Would the project directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	Potentially Significant Impact ☐	Less Than Significant with Mitigation Incorporated ☐	Less Than Significant Impact ☐	No Impact ☒

There would be no impact directly or indirectly on a unique paleontological resource or site or unique geologic feature because the project is a minor alteration to the vegetation above the soil surface. There are no excavation components in the project scope.

GREENHOUSE GAS EMISSIONS

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Would the project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	☐	☒	☐	☐

The project will directly generate greenhouse gas emissions through the use of fossil fuel powered equipment, prescribed fire, and decomposition of treated material. The Placer County Air Pollution Control District CEQA air Quality Handbook and associated review policy document were reviewed to determine thresholds of significance for GHG gas emissions. The bright line threshold is 10,000 metric tons per year for construction projects. The potential emission sources are assessed as follows:

Emissions from decomposition

Emissions through decomposition of treated material will occur over several years, resulting in such emissions being slight over time. Additionally following treatment, growth of retained vegetation will increase as additional soil moisture, nutrients, and sunlight become more available resulting from the competing vegetation removal. The project focuses on thinning understory trees, many of which would have died due to competition induced mortality if the project were not to occur. Because of these factors emissions from decomposition are determined to be less than significant.

Emissions from equipment use

The following table summarizes the estimated emissions for treatments involving equipment use assuming EPA emission factors for Greenhouse Gas Inventoried found at:

https://www.epa.gov/sites/production/files/2015-07/documents/emission-factors_2014.pdf

Treatment Type	**Equipment Type**	**Gasoline Consumption (gallons/acre)**	**Metric Tons CO2e per Gallon of Diesel**	**Metric Tons CO2e per Gallon of Gasoline**	**Metric Tons CO2e per Treated Acre**
Mastication	Masticator	40	0.0103		0.412
				total	**0.412**
hand treatment	chipper / skid steer loader	30	0.0103		0.309
	chainsaw	6.25		0.00878	0.054875
				total	**0.363875**
Hand Treatment no heavy equipment	chainsaw	6.25		0.00878	0.054875
				total	**0.054875**

Emissions from burning

Some carbon emissions will occur associated with the project from prescribed burning. The amounts of carbon emitted will depend on the fuel model for the burn unit and fuel consumption rate achieved by the burn. Due to constraints on smoke emissions imposed by Placer County Air Pollution Control District's Rule 303 burning will likely need to be staggered over time, and not result in significant CO2e emissions for a given year. Prior to conducting burning operations an appropriate model will be used to determine the CO2e emissions from such burning. The burning will be conducted in a manner which the annual CO2e emissions from burning and equipment use does not exceed the 10,000 MT CO2e threshold of significance set by the Placer County Air Pollution Control District.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
b) Would the project conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	☐	☐	☐	☒

HAZARDS AND HAZARDOUS MATERIALS

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Would the project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	☐	☐	☒	☐

Hazardous materials transportation and use associated with this project will be limited to substances used to maintain and operate equipment, or transportation of herbicides. Such movement of material will be limited to the time period where implementation takes place and will not occur for extended amounts of time. Additionally, quantities of hazardous materials used will be low relative to normal transportation which occurs in the area. Based on the amount of hazardous material planned for use the chances for an upset or spill, or release into the environment is low.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
b) Would the project create a significant hazard to the public or the environment through reasonably foreseeable upset and/or accident conditions involving the release of hazardous materials into the environment?	☐	☐	☒	☐

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
c) Would the project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	☐	☐	☒	☐

The only school within ¼ mile of the project area is Bowman Charter School. The school is .2 miles to the west of the project, and on the opposite side of Interstate 80 from the project. No emissions of hazardous material will occur form the project, and the amount of hazardous waste handling will not be significantly more than under current conditions.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
d) Would the project be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code § 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	☐	☐	☐	☒

The proposed project is not located on or near a hazardous material site.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?	☐	☐	☐	☒

The project is located 1.86 miles Southeast of the Auburn Municipal Airport at its nearest point. The project would not expose people working in the project area to significant risk from the presence of the airport.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
f) Would the project impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	☒

The project will not involve alterations to the project site which would interfere with a emergency response plan or an emergency evacuation plan.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
g) Would the project expose people or structures, either directly or indirectly, to a significant risk of loss, injury, or death involving wildland fires?	☐	☐	☐	☒

The primary purpose of the project is to mitigate risks associated with wildland fire; therefore, such risks would be reduced by the project.

HYDROLOGY AND WATER QUALITY

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Would the project violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	☐	☒	☐	☐

The project area contains class I, II, III, and IV watercourses based on the watercourse classification system found in the California Forest Practice Rules. Impacts related to watercourses could include alterations to the watercourse channel from equipment operations, reductions in protective vegetation in riparian zones, and an increase in sediment inputs from exposed upslope areas.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
b) Would the project substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	☐	☐	☐	☒

The proposed project will not involve any activities which relate to groundwater supplies or recharge.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
c) Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would result in substantial on- or off-site erosion or siltation?	☐	☒	☐	☐

The project will not involve operations within a watercourse channel which would result in a diversion. Mitigations are incorporated to prevent erosion or siltation.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
d) Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, or substantially increase the rate or amount of surface runoff in a manner which would result in on- or off-site flooding?	☐	☒	☐	☐

Mitigations are incorporated to decrease surface runoff.

e) Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, or substantially increase the rate or amount of surface runoff in a manner which would create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	Potentially Significant Impact ☐	Less Than Significant with Mitigation Incorporated ☒	Less Than Significant Impact ☐	No Impact ☐

Mitigations are incorporated to decrease surface runoff.

f) Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, or substantially increase the rate or amount of surface runoff in a manner which would impede or redirect flows?	Potentially Significant Impact ☐	Less Than Significant with Mitigation Incorporated ☒	Less Than Significant Impact ☐	No Impact ☐

Mitigations are incorporated to decrease surface runoff.

g) In flood hazard, tsunami, or seiche zones, would the project risk release of pollutants due to project inundation?	Potentially Significant Impact ☐	Less Than Significant with Mitigation Incorporated ☐	Less Than Significant Impact ☐	No Impact ☒

h) Would the project conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	Potentially Significant Impact ☐	Less Than Significant with Mitigation Incorporated ☐	Less Than Significant Impact ☐	No Impact ☒

LAND USE AND PLANNING

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Would the project physically divide an established community?	☐	☐	☐	☒

The project will not involve construction of barriers or block access routes which could divide an established community.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
b) Would the project cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	☐	☒

There are no land use plans, policies, or regulations, or ordinances which conflict with the project.

MINERAL RESOURCES

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Would the project result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	☐	☐	☐	☒

The project will have no effect on mineral resource availability.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
b) Would the project result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?	☐	☐	☐	☒

NOISE

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Would the project result in generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or in other applicable local, state, or federal standards?	☐	☒	☐	☐

The use of equipment associated with the project has the potential temporarily to increase noise to levels which would be in violation of the Placer County Noise Ordinance if such activities were in close proximity to residences or other areas occupied by humans, and if mitigations noise mitigations were not incorporated into the project.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
b) Would the project result in generation of excessive groundborne vibration or groundborne noise levels?	☐	☐	☐	☒

The project will not generate ground borne noise or vibration

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☐	☒

All noise increases associated with the project will be temporary

POPULATION AND HOUSING

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Would the project induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	☐	☐	☐	☒

The project does not involve construction of homes, or infrastructure which could support future home construction.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
b) Would the project displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒

The project will not involve housing displacement.

PUBLIC SERVICES

a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, or the need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for fire protection?	Potentially Significant Impact ☐	Less Than Significant with Mitigation Incorporated ☐	Less Than Significant Impact ☐	No Impact ☒
b) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, or the need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for police protection?	Potentially Significant Impact ☐	Less Than Significant with Mitigation Incorporated ☐	Less Than Significant Impact ☐	No Impact ☒
c) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, or the need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for schools?	Potentially Significant Impact ☐	Less Than Significant with Mitigation Incorporated ☐	Less Than Significant Impact ☐	No Impact ☒
d) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, or the need for new or physically altered governmental facilities, the construction of which could cause	Potentially Significant Impact ☐	Less Than Significant with Mitigation Incorporated ☐	Less Than Significant Impact ☐	No Impact ☒

significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for parks?				

e) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, or the need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for other public facilities?	Potentially Significant Impact ☐	Less Than Significant with Mitigation Incorporated ☐	Less Than Significant Impact ☐	No Impact ☒

RECREATION

a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	Potentially Significant Impact ☐	Less Than Significant with Mitigation Incorporated ☐	Less Than Significant Impact ☐	No Impact ☒

Portions of the project occur near or adjacent to the Auburn State Recreation area, but the vegetation management associated with the project will not change the status of areas open to recreation or intensity of use.

b) Would the project include recreational facilities or require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment?	Potentially Significant Impact ☐	Less Than Significant with Mitigation Incorporated ☐	Less Than Significant Impact ☐	No Impact ☒

Construction of recreational facilities will not be required resulting from the project.

TRANSPORTATION

a) Would the project conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?	Potentially Significant Impact ☐	Less Than Significant with Mitigation Incorporated ☐	Less Than Significant Impact ☐	No Impact ☒

All project work near roadways occurs in a rural setting where traffic levels are very low. The project will have no effect on these traffic levels.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
b) Would the project conflict or be inconsistent with CEQA Guidelines § 15064.3(b)?	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
c) Would the project substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
d) Would the project result in inadequate emergency access?	☐	☐	☐	☒

TRIBAL CULTURAL RESOURCES

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code § 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code § 5020.1(k)?	☐	☒	☐	☐

The proposed project has the potential to impact tribal cultural resources. These resources are of special character. Their presence, meaning, significance, and means of protection are best articulated by the tribal representatives themselves. As a means for this knowledge transfer and to ensure the highest level of care and protection, CAL FIRE shall institute a process of continual consultation with the United Auburn Indian Community. Consultation has been initiated and meetings have occurred between CAL FIRE and UAIC members and staff. The purpose of this

continuous consultation is to develop a common understanding, communicate values, and open the communication lines. UAIC can then share cultural resource information, guide protection or enhancement, and ensure protections are effective.

When Cultural Resources are identified the Cultural Resource protection procedures identified above in the Cultural Resources section of the ISMND will be applied.

b) Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code § 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is: A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code § 5024.1? In applying the criteria set forth in subdivision (c) of Public Resource Code § 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	Potentially Significant Impact ☐	Less Than Significant with Mitigation Incorporated ☒	Less Than Significant Impact ☐	No Impact ☐

Tribal cultural resources identified through the above means prior to project operations will be protected using mitigation measures based on consultations with participating tribes, the CAL FIRE archeologist, and consulting archeologists.

UTILITIES AND SERVICE SYSTEMS

a) Would the project require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	Potentially Significant Impact ☐	Less Than Significant with Mitigation Incorporated ☐	Less Than Significant Impact ☐	No Impact ☒

b) Would the project have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?	Potentially Significant Impact ☐	Less Than Significant with Mitigation Incorporated ☐	Less Than Significant Impact ☐	No Impact ☒

c) Would the project result in a determination by the wastewater treatment provider that serves or may serve the project that it has adequate capacity to serve the project's projected demand, in addition to the provider's existing commitments?	Potentially Significant Impact ☐	Less Than Significant with Mitigation Incorporated ☐	Less Than Significant Impact ☐	No Impact ☒

d) Would the project generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	Potentially Significant Impact ☐	Less Than Significant with Mitigation Incorporated ☐	Less Than Significant Impact ☐	No Impact ☒

e) Would the project comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	Potentially Significant Impact ☐	Less Than Significant with Mitigation Incorporated ☐	Less Than Significant Impact ☐	No Impact ☒

WILDFIRE

a) If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project substantially impair an adopted emergency response plan or emergency evacuation plan?	Potentially Significant Impact ☐	Less Than Significant with Mitigation Incorporated ☐	Less Than Significant Impact ☐	No Impact ☒

The project purpose is to improve emergency response and improve emergency egress through wildfire fuel reduction and hazardous vegetation removal.

b) If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	Potentially Significant Impact ☐	Less Than Significant with Mitigation Incorporated ☐	Less Than Significant Impact ☐	No Impact ☒

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
c) If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	☐	☐	☒	☐

The project will require the installation of fuel breaks that will be constructed using equipment, vehicles, and tools which require compliance with Public Resource Code Division 4, Chapter 6, §4427-4442. Other provisions of the Public Resource Code also apply. Work during fire season will require periodic shutdowns during hazardous wildfire conditions, Red Flag Warning conditions, and other times that low relative humidity, wind conditions, temperatures, or any other natural conditions that allow ignitions to become uncontrolled wildland fire.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
d) If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	☐	☐	☐	☒

The project will improve emergency response and egress through wildfire fuel reduction and hazardous vegetation removal and the project will not result in slope instability or risk from flooding and landslides.

MANDATORY FINDINGS OF SIGNIFICANCE

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Would the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of an endangered, rare, or threatened species, or eliminate important examples of the major periods of California history or prehistory?	☐	☐	☐	☒

b) Would the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)	Potentially Significant Impact ☐	Less Than Significant with Mitigation Incorporated ☒	Less Than Significant Impact ☐	No Impact ☐

c) Would the project have environmental effects that would cause substantial adverse effects on human beings, either directly or indirectly?	Potentially Significant Impact ☐	Less Than Significant with Mitigation Incorporated ☒	Less Than Significant Impact ☐	No Impact ☐

APPENDIX A

Mitigation Monitoring and Reporting Plan

In accordance with CEQA Guidelines § 15074(d), when adopting a mitigated negative declaration, the lead agency will adopt a mitigation monitoring and reporting plan (MMRP) that ensures compliance with mitigation measures required for project approval. CAL FIRE is the lead agency for the above-listed project and has developed this MMRP as a part of the final IS-MND supporting the project. This MMRP lists the mitigation measures developed in the IS-MND that were designed to reduce environmental impacts to a less-than-significant level. This MMRP also identifies the party responsible for implementing the measure, defines when the mitigation measure must be implemented, and which party or public agency is responsible for ensuring compliance with the measure.

POTENTIALLY SIGNIFICANT EFFECTS AND MITIGATION MEASURES

The following is a list of the resources that will be potentially affected by the project and the mitigation measures made part of the Initial Study-Mitigated Negative Declaration.

Mitigation Measure #1:

Mitigation to reduce impacts to Aesthetics

Where feasible treatment boundaries will be designed to connect with natural features such as topographic breaks and natural changes in vegetation type. Large scale removal of all vegetation along ridgelines will be avoided by retaining overstory tree canopy and patches of chapparal to prevent stark contrast of horizon and skyline views.

Schedule: Prior to ground disturbing activities at the specific treatment location.
Responsible Party: CAL FIRE RPF, Contract RPF or an RPF Supervised Designee

Verification of Compliance:
Monitoring Party: CAL FIRE
Initials: _____
Date: _____

Mitigation Measure #2:

Mitigation to reduce impacts to Aesthetics

When implementing treatments on private property adjacent to residences, landowners will be contacted to identify potential locations of retained dense cover for the purposes of visual screening or other particular interest.

Schedule: Prior to ground disturbing activities at the specific treatment location.
Responsible Party: CAL FIRE RPF, Contract RPF or an RPF Supervised Designee

Verification of Compliance:

Monitoring Party: CAL FIRE
Initials: _____
Date: _____

Mitigation Measure #3:

Mitigation to reduce impacts to Agricultural Resources

Specific silvicultural prescriptions are provided for treatment areas. These prescriptions are to be applied under the oversight of a California Registered Professional Forester.

Schedule: Throughout the life of the Project
Responsible Party: CAL FIRE RPF, Contract RPF or an RPF Supervised Designee

Verification of Compliance:
Monitoring Party: CAL FIRE
Initials: _____
Date: _____

Mitigation Measure #4:

Mitigation to reduce impacts to Agricultural Resources

Any portion of the project area where timber operations are to occur shall be separately permitted and regulated in accordance with the applicable State Forest Practice Laws and will not be subject to this proposed project.

Schedule: Throughout the life of the project.
Responsible Party: Timberland Owner or Agent where the mitigation applies

Verification of Compliance:
Monitoring Party: CAL FIRE
Initials: _____
Date: _____

Mitigation Measure #5:

Mitigation to reduce impacts to Air Quality

Broadcast and pile burning will connect with a road, trail, main ridge, or other features adventitious to quick access and control of the burn should the burn prescription or air quality impacts exceed requirements.

Schedule: During and after burning operations.
Responsible Party: CAL FIRE

Verification of Compliance:

Monitoring Party: CAL FIRE
Initials: _____
Date: _____

Mitigation Measure #6:

Mitigation to reduce impacts to Air Quality

Broadcast burning will not occur within 500 feet of residences, or other structures occupied by humans unless arrangements are made with the buildings occupants to assure impacts do not occur.

Schedule: Throughout the life of the Project
Responsible Party: CAL FIRE RPF, Contract RPF or an RPF Supervised Designee

Verification of Compliance:
Monitoring Party: CAL FIRE
Initials: _____
Date: _____

Mitigation Measure #7:

Mitigation to reduce impacts to Air Quality

All piles will be sufficiently dry and free of soil and other noncombustible material to allow for clean efficient burning. Covering of piles is expected if burning shall occur in such conditions that clean efficient combustion is hampered.

Schedule: Throughout the life of the Project
Responsible Party: CAL FIRE RPF, Contract RPF or an RPF Supervised Designee

Verification of Compliance:
Monitoring Party: CAL FIRE
Initials: _____
Date: _____

Mitigation Measure #8:

Mitigation to reduce impacts to Air Quality

Within 200 feet of residences, open public roads, or trails, masticators shall operate during periods where the soil moisture is high enough to prevent generation of noticeable airborne dust. If operations must occur within 200 feet of residences, open public roads, or trails during low soil moisture periods, applied watering of treatment areas is required to minimize dust, or switch to the use of hand cutting and chipping of material.

Schedule: Throughout the life of the Project
Responsible Party: CAL FIRE RPF, Contract RPF or an RPF Supervised Designee

Verification of Compliance:

Monitoring Party: CAL FIRE
Initials: _____
Date: _____

Mitigation Measure #9:

Mitigation to reduce impacts to Air Quality

Do not operate masticators if conditions allow noticeable fugitive dust in the atmosphere to escape outside the project area, or if operations obscure an observer's view at any location of such a degree of opacity equal to or greater shading as that designated No. 2 on the Ringelmann Chart (i.e., 40% opacity), as published by the United States Bureau of Mines.

Schedule: Throughout the life of the Project
Responsible Party: CAL FIRE RPF, Contract RPF or an RPF Supervised Designee

Verification of Compliance:
Monitoring Party: CAL FIRE
Initials: _____
Date: _____

Mitigation Measure #10:

Mitigation to reduce impacts to Biological Resources

To demonstrate compliance with the third requirement of the BOR Interim Resource Management Plan and the requirements indicated by the BLM biologist and RMP, prior to Project-related work, species specific surveys would need to be completed by a qualified resource ecologist on any BOR- and BLM-managed portions of the Project area.

Schedule: Throughout the life of the Project
Responsible Party: CAL FIRE RPF, Contract RPF or an RPF Supervised Designee

Verification of Compliance:
Monitoring Party: CAL FIRE
Initials: _____
Date: _____

Mitigation Measure #11:

Mitigation to minimize impacts to Geology - Landslides

Vegetation removal and heavy equipment use shall not occur on an unstable area. Prior to treatment operations in an area over 30% slope; the treatment area will be traversed by a Registered Professional Forester or their supervised designee to identify any unstable areas requiring avoidance and appropriate buffers applied.

Schedule: Throughout the life of the Project
Responsible Party: CAL FIRE RPF, Contract RPF or an RPF Supervised Designee

Verification of Compliance:
Monitoring Party: CAL FIRE
Initials: _____
Date: _____

Mitigation Measure #12:

Mitigation to decrease impacts on Geology – Erosion

Equipment use shall be limited to the following slopes:

Equipment Type	Maximum Slope Percent
Wheeled front end loaders or masticators	30%
Tracked Chippers	30%
Tracked Masticators or front-end loaders	50%
Walking Type Excavator / Masticators	65%

Schedule: Throughout the life of the Project
Responsible Party: CAL FIRE RPF, Contract RPF or an RPF Supervised Designee

Verification of Compliance:
Monitoring Party: CAL FIRE
Initials: _____
Date: _____

Mitigation Measure #13:

Mitigation to decrease impacts on Geology – Erosion

Heavy equipment operations may not occur during Saturated Soil conditions defined as follows:

Soil and/or surface material pore spaces are filled with water to such an extent that runoff is likely to occur. Indicators of saturated soil conditions may include, but are not limited to: (1) areas of ponded water, (2) pumping of fines from the soil or road surfacing material during equipment operations, (3) loss of bearing strength resulting in the deflection of soil or road surfaces under a load, such as the creation of wheel ruts, (4) spinning or churning of wheels or tracks that produces a wet slurry, or (5) inadequate traction without blading wet soil or surfacing materials.

Schedule: Throughout the life of the Project
Responsible Party: CAL FIRE RPF, Contract RPF or an RPF Supervised Designee

Verification of Compliance:
Monitoring Party: CAL FIRE
Initials: _____
Date: _____

Mitigation Measure #14:

Mitigation to decrease impact on Hydrology

Prior the project treatments, watercourses will be identified, and appropriate buffer widths will be flagged by a Registered Professional Forester or supervised designee. The watercourse buffer widths and stated protection measures within Table 3.1 - Protection Measures by Watercourse Classification, will be followed.

Schedule: Throughout the life of the Project
Responsible Party: CAL FIRE RPF, Contract RPF or an RPF Supervised Designee

Verification of Compliance:
Monitoring Party: CAL FIRE
Initials: _____
Date: _____

Mitigation Measure #15:

Mitigation Measure to reduce impacts from Noise

Within 300 feet of residences or other areas occupied by humans, internal combustion powered equipment may only operate between the hours of 7:00am to 9:00pm.

Schedule: Throughout the life of the Project
Responsible Party: CAL FIRE RPF, Contract RPF or an RPF Supervised Designee

Verification of Compliance:
Monitoring Party: CAL FIRE
Initials: _____
Date: _____

A copy of the completed MMRP will be forwarded to: CAL FIRE Environmental Protection Program, P.O. Box 944246, Sacramento, CA 94244.

PREPARERS OF THIS DOCUMENT

EXPERTS CONSULTED

REFERENCES CITED

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	• 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	• 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	• 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	• 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	• 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	Outside Watercourse Protection Zone - No canopy retention requirement. Inside Watercourse Protection Zone – Maintain 50% of existing	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	• 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 – Excerpts from ANSI 300 Pruning Standard

Excerpts from Tree Care Industry Association ANSI A300 Tree Care Standards, Chapter 5 - Pruning

5.5 Pruning Practices

5.5.1 Pruning cuts should be the smallest diameter and fewest number required to meet the specified objective.

5.5.1.1 Smaller diameter cuts should be preferred over fewer, larger diameter cuts to achieve the specified objective.

5.5.2 Branches shall be pre-cut when necessary to avoid splitting of the wood or tearing of the bark (*see Fig. 5.5.2*).

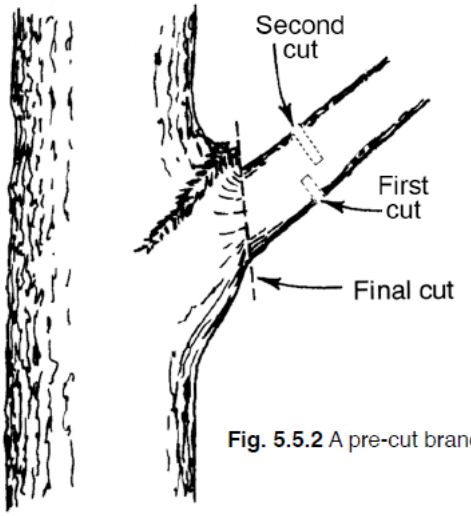

Fig. 5.5.2 A pre-cut branch.

5.5.3 When removing a branch with a narrow angle of attachment, the cut should be made from the outside of the branch to prevent damage to the remaining branch or stem (see *Fig. 5.5.3*).

5.5.4 When removing a branch or stem which has included bark, the cut should be made as close as possible to the point where the bark of the stems contact without damaging the remaining stem (see *Fig. 5.5.4*).

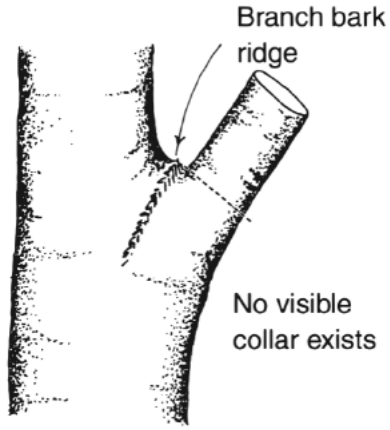

Fig. 5.5.4 Removing a branch which has included bark and/or has no visible branch collar.

5.5.5 When removing a dead branch or stem, the final cut shall be made beyond living tissue, without leaving a dead **stub** (see *Fig. 5.5.5*).

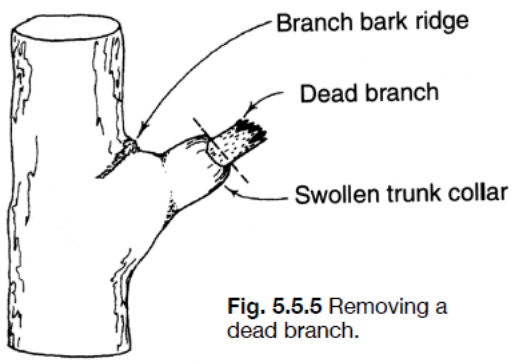

Fig. 5.5.5 Removing a dead branch.

5.5.6 The final pruning cut should leave adjacent bark firmly attached.

5.5.7 Interior and lower branches should be retained when compatible with objectives and system.

5.5.8 A **flush cut** shall not be considered an ac-ceptable pruning practice (see *Fig. 5.5.8*).

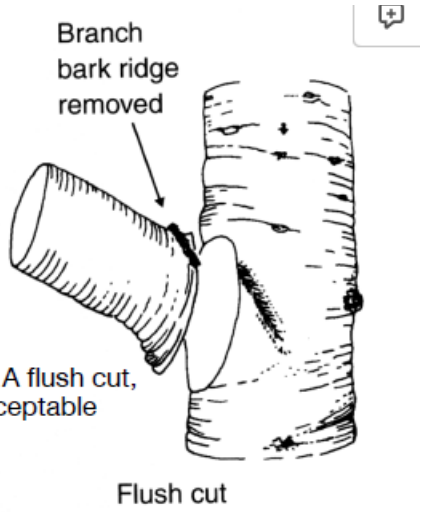

Fig. 5.5.8 A flush cut, not an acceptable practice.

5.5.9 Branch removal cuts

5.5.9.1 A branch removal cut shall be made without cutting into the **branch bark ridge** or **branch collar**, or leaving a stub (see *Fig. 5.5.9.1*).

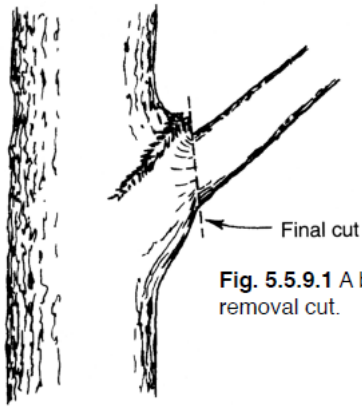

Fig. 5.5.9.1 A branch removal cut.

5.5.10 Reduction cuts

5.5.10.1 A reduction cut should only be made to a live lateral branch or **codominant stem** when it can be expected to sustain the remaining branch or stem.

5.5.10.1.2 The remaining lateral branch should typi-cally be at least one-third the diameter of the stem or branch being removed.

5.5.10.2 A reduction cut should be made at a slight angle to the remaining branch or codominant stem, without damaging the branch bark ridge and without leaving a stub (see *Fig. 5.5.10.2*).

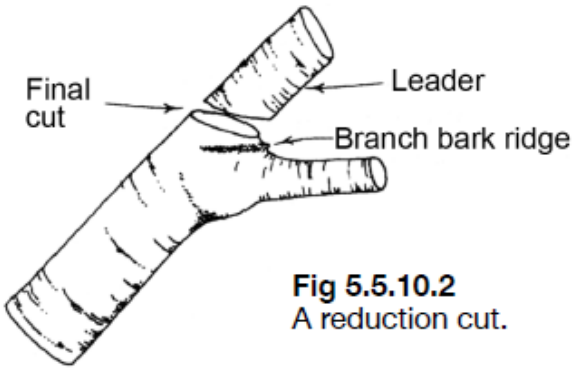

Fig 5.5.10.2
A reduction cut.

5.5.15 Cut or detached branches shall be removed from the crown upon completion of pruning, at times when the tree would be left unattended, or at the end of the workday, unless otherwise specified in the scope of work.

5.5.16 When pruning has a high potential to spread pests, appropriate precautions should be taken

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

Branch Removal Cut

A branch removal cut (previously termed a *thinning cut* or *removal cut*) removes the smaller of two branches at a union with the parent stem (Figure 13). Removal cuts retain the branch bark ridge and branch collar (when present) and do not create a stub. Branch removal cuts are more likely than reduction and heading cuts to allow a tree's branch protection zone and compartmentalization strategies to work. In this publication and when writing specifications, branch removal cuts are referred to as *branch removal* or simply *remove*.

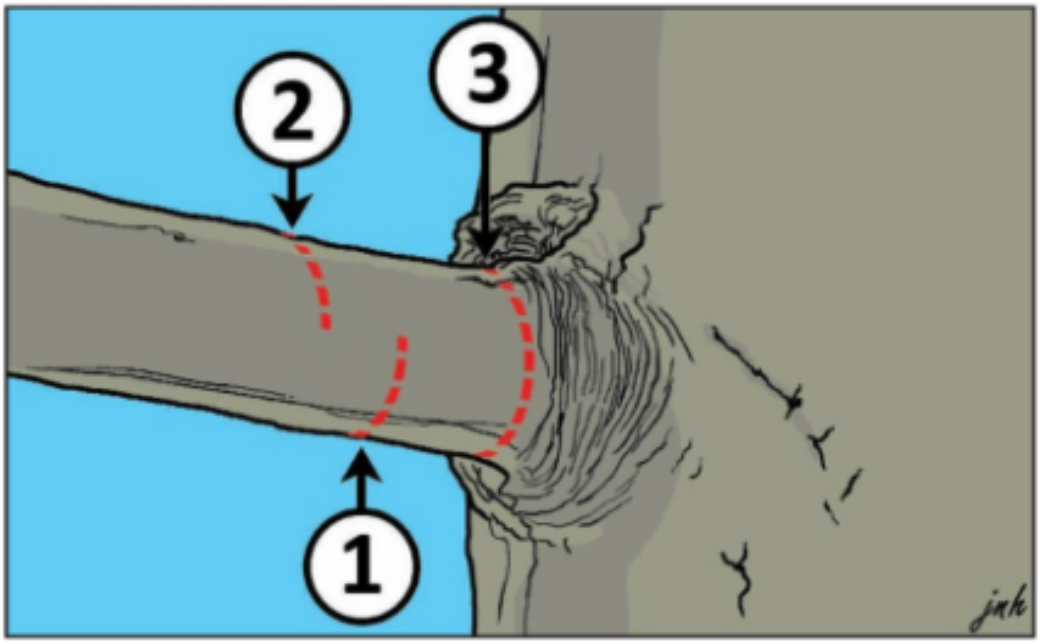

Figure 13. A branch removal cut removes the branch at the parent stem without cutting into the branch bark ridge, branch collar, or leaving a stub. Here the 3-cut method is illustrated. This method reduces the likelihood of tearing the stem bark when the cut is made.

The cut should leave a smooth surface with no jagged edges or torn bark. If there is no collar, the top of the cut should be located where the top of the branch makes an abrupt upward turn at the union. The correct position varies among trees and branches. If there is a bark inclusion in the union, cut as far down into the union as possible without injuring trunk or parent branch wood. Making cuts flush to the parent stem or branch is not an acceptable practice.