



BOARD OF DIRECTORS Agenda**Date: Thursday, April 16, 2020 Time: 9:00 AM****Location: No physical location****NOTICE OF TEMPORARY PROCEDURES FOR BOARD OF DIRECTORS MEETING:**

Pursuant to California Governor Gavin Newsom's Executive Order N-29-20 issued on March 17, 2020, relating to the convening of public meetings in response to the COVID-19 pandemic, **the Butte County Resource Conservation District will be closing the April 16, 2020 Board of Directors Meeting to members of the public and nonessential District staff.** Additionally, members of the Board of Directors are allowed to attend the meeting via teleconference and to the same extent as if they were present.

Members of the public are encouraged to participate in the Board meeting in the following ways:

1. Remote Viewing

<https://zoom.us/j/321411651> (Meeting ID: 321 411 651)

OR use One tap mobile: +16699006833, then enter 321411651#

2. Public Comment

Public Comment can also be submitted anytime via email at bcrd@carcd.org. Every effort will be made to provide Board Members with your comments before the agenda item is heard.

Comments received after an agenda item will be made part of the record if received prior to the end of the meeting

1) CALL TO ORDER – Dave Lee, President**2) WELCOME AND INTRODUCTIONS****3) REVISIONS TO AGENDA** (only emergency situations requiring the need to take immediate actions may be added as action items pursuant to Gov. code 549954.2(b))**4) PUBLIC COMMENT (on non-action items)**

(1) (3 min. limit per speaker/topic, 15 minutes/person/meeting total)

(2) *Public comment is encouraged. Any member of the public may address the Board with any comment related to the Resource Conservation District's areas of concern. However, no action can be taken by the Board on such items at this current meeting. The Board may direct staff to agendaize such items for consideration at a future meeting.*

(3) **Please note that all action items will have time set aside for public comment prior to the vote occurring. After a motion is made and seconded by two BCRC D Directors, the Chair will first ask for any further discussion from the Directors and Associate Directors and then Chair will open up the item for brief public comment limited to 2 minutes/person. After the public comment period closes a vote will be held.*

5) CONSENT AGENDA: Project Updates (see board packet).

6) ACTION ITEMS – Dave Lee, President

- a) Review and approval of the minutes of the BOD meeting held 3-26, 2020 -
- b) Review and Approve Outstanding Bills – Colleen Hatfield
- c) Audit Update- Colleen Hatfield
- d) Review and approval of Financials/ Budget- Colleen Hatfield
- e) District Manager Discussion- Colleen Hatfield
- f) Big Chico Creek Forest Health Restoration Project CEQA Initial Study/Mitigated Negative Declaration(IS/MND) and Notice of Intent (NOI) - Tim Keeseey
- g) Cal Fire Forestry Assistance Grant – Wolfy Rougle
- h) USFS-PNF-FRRD Blanket Confidentiality Agreement for Archaeological Information – Wolfy Rougle
- i) Letter of Support for Paradise Recreation and Park District (PRPD)- CA Recreational Trails and Greenways grant application- would construct a 20-mile loop trail from Magalia to Paradise Lake
- j) Car insurance match requested for Shepard Smith – Shepard Smith – Shepard is considered essential personnel because he supports timber restoration activities. Tabled from last meeting.
- k) Agreement with Water Quality Control Board for Dixie Road Project – Thad Walker –
- l) Agreement with Pacific Watershed and Associates for Dixie Road Project – Thad Walker
- m) Next Meeting of BCRCD BOD- Thursday May 21st @ 9 AM. At this time we expect it will also be a remote meeting.

7) RCD PROJECTS AND PROGRAMS

- a) Update – See staff updates in BOD packet

8) PARTNERS' REPORTS (5 minute limit per group)

- a) Natural Resource Conservation Service (NRCS) –
- b) Butte County departments
- c) Community groups and agencies

9) CLOSED SESSION – Directors only

- a) Personnel Discussion

10) BOARD OF DIRECTORS REPORTS

- a) Butte County RCD Directors and Associate Directors are welcome to report

11) ADJOURNMENT

***NOTE:** The Butte County Resources Conservation District (BCRCD) distributes its Board meeting agendas electronically at least 24 hours in advance of meetings. If you would like to be added to, or removed from, the email list, please notify the Butte County RCD at (530) 534-0112, ext. 122 or by email to: bcrd@carcd.org. The BCRCD also publicly posts notice and agenda of meetings 72 hours in advance of meetings at the Butte County RCD office located at 150 Chuck Yeager Way, Suite A, Oroville, CA. **Reasonable Accommodations:** In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Butte County RCD Manager at (530) 534-0112, ext. 122.*

Please note that all action items will have time set aside for public comment prior to the vote occurring. After a motion is made and seconded by two BCRCD Directors, the Chair will first ask for any further discussion from the Directors and Associate Directors and then the Chair will open up the item for brief public comment limited to 2 minutes per person. After the public comment period closes, a vote will be held

**Butte County Resource Conservation District
Active Project Updates**

April 16, 2020



Dixie Road Improvement Project

Post-Camp Fire road upgrades for water quality. Direct funding for the CA Water Quality Control Board

- The finalized agreement and SOW have been approved by the WB and they are sending around for signature, we are expected to have agreement ready for BCRCD signature at March BOD meeting
- NEPA/ CEQA will take place in the spring of 2020 with implementation taking place in Summer of 2020-2021
- RCD will be lead on this project and will handle the public bid process
- BCPW will issue an encroachment permit/ MOU

No funds have been expended to-date, waiting on executed agreement.

Project Funds: Total \$775,198. Funds for RCD \$30,392

Dome Trail

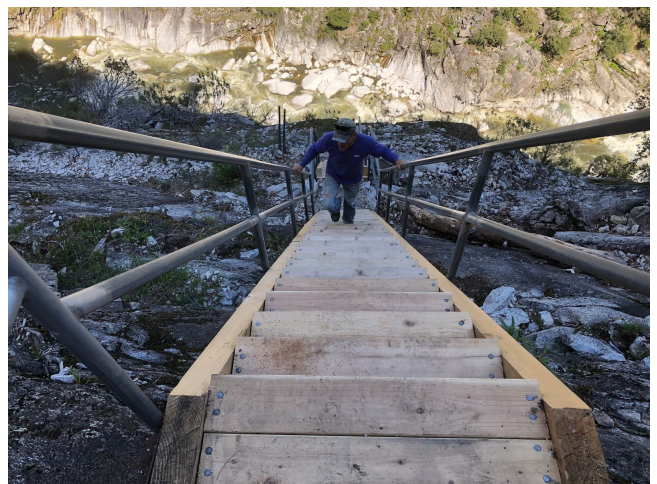
Grant was written through USFS RAC to rebuild stairs on Dome Trails -Middle Fork Feather River

- Remaining work on stairs and trail has been completed
- Waiting for direction for USFS inspection- have sent photos to USFS
- USFS invoiced for contract invoice and completed work to date (\$16,333.31)

\$16,333.31 has been billed to date, will bill for initial funds once the contractor agreement is in place. Total funds \$17,000. Fund for RCD \$2,500.

Link to Project Map:

https://drive.google.com/file/d/1B_RCE8WV15MwChE_Nu4EGaxA0IDObVQ6/view?usp=sharing





Upper Park Road

The RCD wrote a Water Quality Control Board Grant on behalf of the City of Chico Public Works to fund road upgrades on Upper Park Road, survey Upper Park trails and survey 10 Mile House Road. The RCD will manage all the non-construction elements with PWA. The city of Chico will manage the public bid process for construction.

- Waiting on the executed project agreement from WCCB, can bill against match funds(\$300,000)
- Agreement with PWA in place (technical oversight, permitting, CEQA)
- Paul has completed Botany survey and report
- Lori Harrington has started archaeological survey/ records search
- Wildlife will start soon- Dawn Garcia
- Draft LSA Permit has been submitted to City of Chico
- PWA continuing working on trail analysis
- BCRCB worked with PWA to complete inventory of 10 Mile House Road/ Trail surveys.
Will bill April 1, 2020. Project Funds: Total Funds \$706,442. Funds for RCD \$51,000

Link to project maps:

<https://drive.google.com/file/d/12Co65c3s-mASzHNOkeztencfUURpk-Xq/view?usp=sharing>

NRCS Engineering

Description of progress (if any): Projects have been running smoothly with the nice weather. Irrigation application have been coming in, and farmers call in for irrigation and engineering advice have been giving me things to do, but starting to slow down. Batching periods had been decided, but are being pushed out do to state shelter in place. .I have had a handful of site visits, trained under the area engineer, and have been working on irrigation design reviews. Current agreement ends 9/30/2020

- No agreement renewal update
- Billed March \$5,170
- *Total agreement amount \$110,000.00, Billed to date \$100,913.25, balance \$9,086.75*

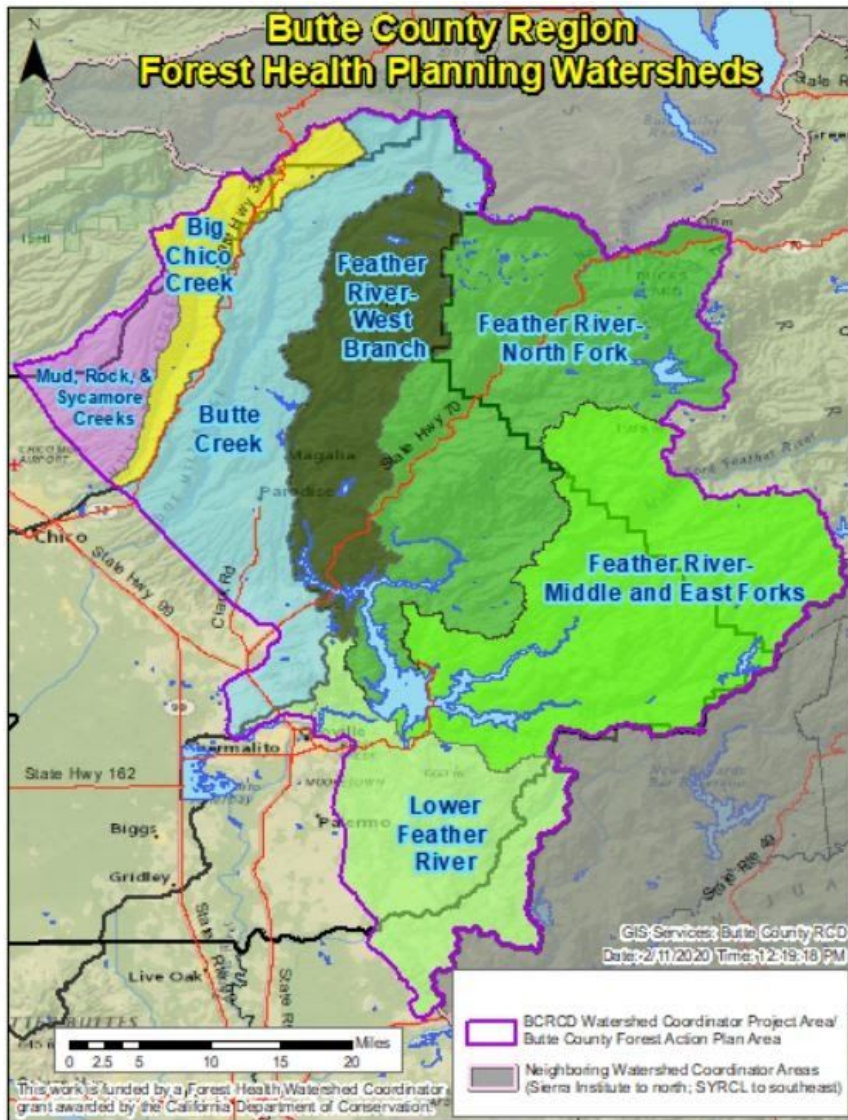
DOC Watershed Coordinator

Department of Conservation funds part of Thad's and Wolfy's time to work on reforestation, prescribed fire, forest health planning, and roads. Funds can be utilized for grant writing, project development and collaboration. 2- year grant. Description of progress:

- Work has begun on Butte Forest Health Plan, complementary Forest Health Handbook (which is aimed at landowners), and Butte County Collaborative (joint BCFSC-Sacramento River Watershed Program - RCD project).
- Funds staff time for development of a challenge cost-share agreement with LNF and "Colby Collaborative" projects
- Wolfy expects to use the funding to apply for a \$750,000 CAL FIRE forestry assistance grant in May that could backfill the unmet need left by EFRP denials for smaller landowners; this could fund site prep, reforestation, or maintenance (or all 3). Alternatively, the grant could fund implementation of the BCCFMP.
- Roads grants and projects continue to be developed

Total for RCD \$235,000; Expended to date: About \$68,000. All invoices and progress reports (8 to date) have been submitted on schedule. Agreement/ project dates: Through early August 2021. We are 33% through that timeframe and have expended 29% of hours. However, since coronavirus crisis limits staff's ability to use up hours on some projects, we have applied for an extension.

See map of Watershed Coordinator project area below.



CAL FIRE Services Contract

Description of progress (if any): Hired botanist and started work on botany survey. At CAL FIRE’s request, identified archaeologist who could work on local units and developed contract with him for Board’s consideration at 3/26 meeting. Additionally, Wolfy identified a wildlife biologist who could work on the project as needed and developed hiring documents for her.

Total Funds available for RCD: About \$200,000

Funds Expended: About \$14,000

Agreement/ project dates: Through June 2021

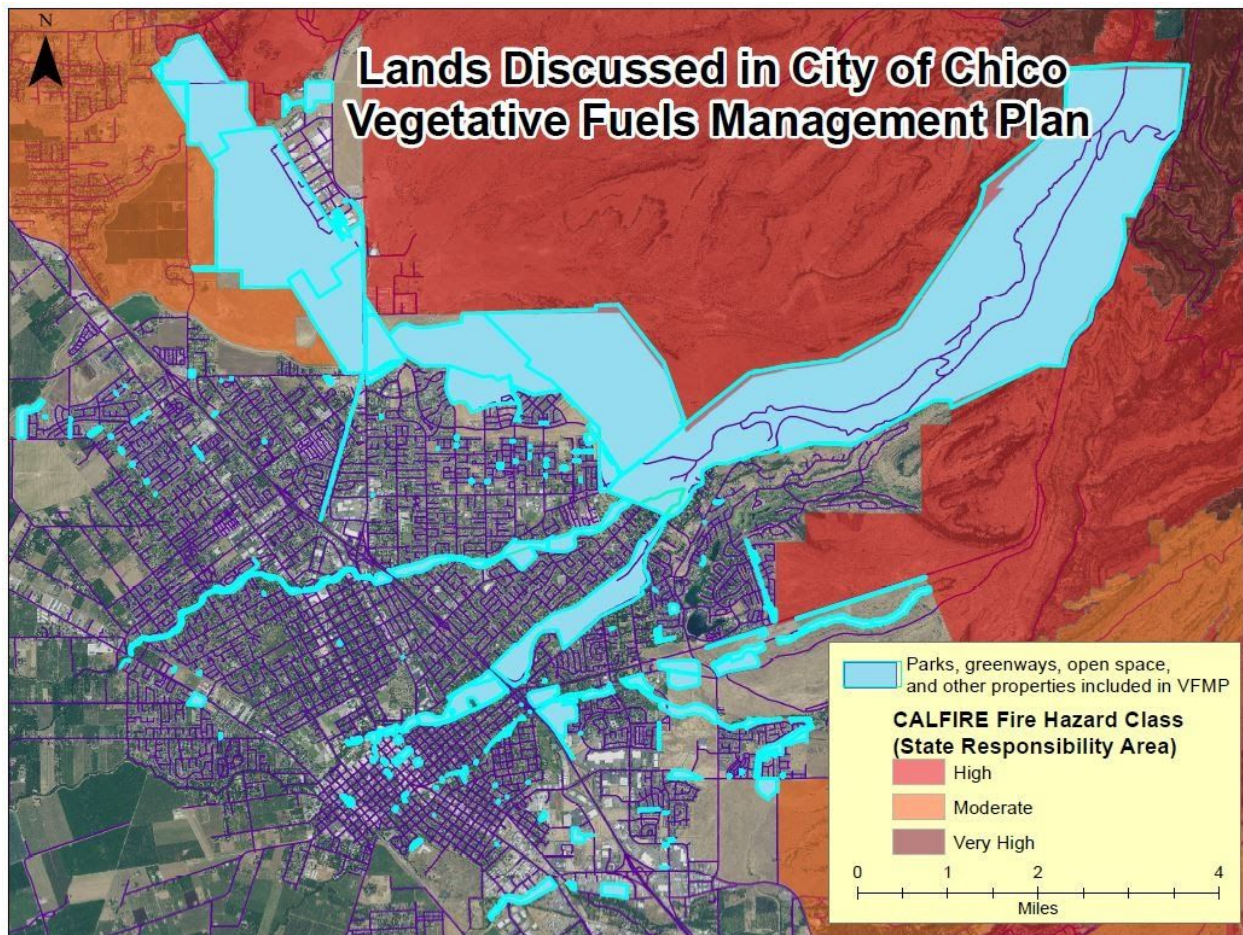
City of Chico VFMP

Description of progress (if any): All contracts are now in place. CEQA intern Trevor Ramsey is conducting field surveys, Jim Dempsey wrote a draft Plan which Wolfy is revising, and Deer Creek Resources are conducting fuels analysis of the large Parks and open spaces. First draft of Plan is expected 4/30/20. Linda Herman submitted first quarterly report to CAL FIRE and Wolfy will help her write the second one this week.

Total Funds available: About \$84,000 for RCD

Funds Expended to date: About \$4500

Agreement/ project dates: Through March 2021



Restoration of Walnut Orchard Bidwell Sacramento River State Park

- Bids opened at BCRCD BOD meeting on March 26th
- River Partners bid was above available project funding
- Working with State Parks to scale project accordingly

Total Funds available: About \$50,000 for RCD

Funds Expended: \$9,651.37. 3 invoices have been submitted to State Parks

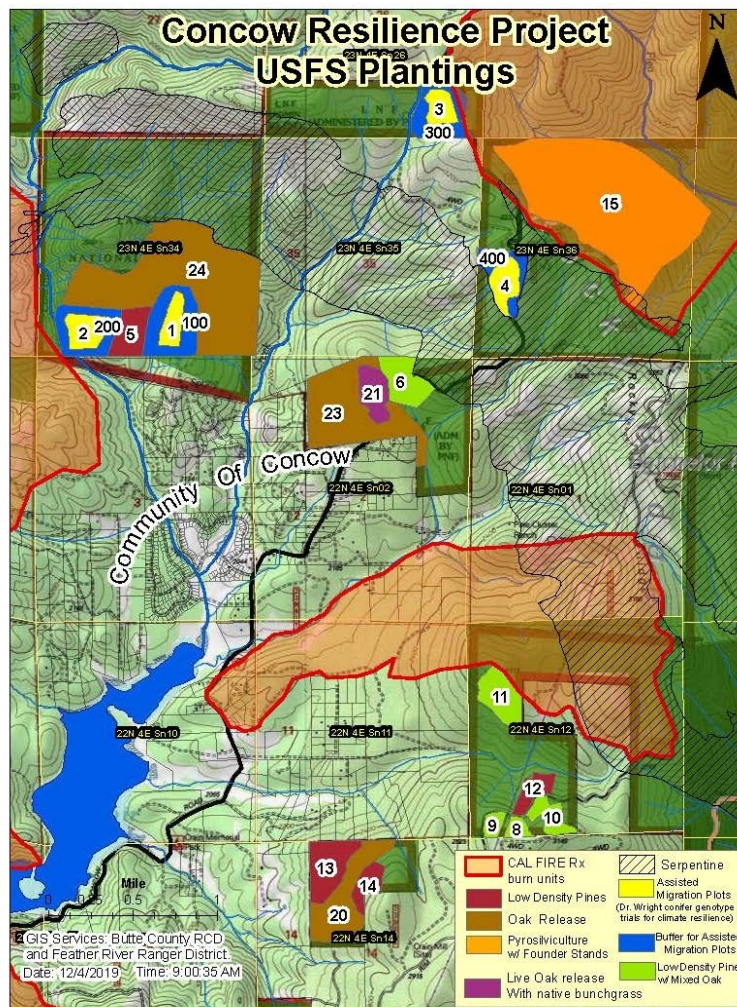
SNC 929: Concow Resilience Project NEPA

Description of progress (if any): Archaeologist has almost completed survey work. Botanist has surveyed about half the units. Wolfy has reached out to academics and local Tribe to create the required monitoring plan; contracts/MOUs with these writers will come before the Board in May.

Total Funds available: \$64,000

Funds Expended: \$16,000

Agreement/ project dates: Project expected to be complete by late 2020



State Water Efficiency and Enhancement Program (SWEEP)

Amanda has been working on the match funding paperwork for this grant, and staying in contact with the CARCD project manager. There is a possibility more funding will come out under SWEEP

One Tree Planted and AFF Planting Days

Successfully executed 2 out of the 3 planting days, resulting in highly positive media coverage for BCRCD. 3rd planting day was nixed due to coronavirus. Wolfy will try to apply the unused funds from that third planting day to a future, fall event. Offsetting the missed funding is the fact that AFF came through with a contract to pay up to \$4,000 for the March 2020 Arbor Day event and conifer seedling planting. Invoices have been submitted for both those events.

Total funds available: \$13,192, plus \$1600 gift from CNPS = \$14,792

Funds expended: \$12,292

Agreement/project dates: Through spring 2020

North County Roads Inventory

Water Board grant to improve Powellton Road and complete assessment of 60 miles of North Butte County natural surface roads. Create TAC and host community workshops.

- Completed and delivered draft maps/ inventory to WB for review.
- Completed remaining assessments
- BCRCD/ PWA conducted project tour for new WB Technical Lead
- Powellton Bids will be opened March 24, 2020 by BCPW
- BCPW on BCRCD agenda for updated project agreements (income/ expense)
- Submitted invoice 5- \$25,300.28 with Quarterly report- 10/1/19 until 2/28/20

Total funds available: \$375,000.00. Funds expended: \$162181.74. Agreement/project dates: June 1, 2018 until December 31, 2020

Link to project map:

<https://drive.google.com/file/d/0B-NDrwmq-4kPZEFIXzdCZFBGMUtvM1FKMnZxM2JnOHIPUTIw/view?usp=sharing>

Granite Basin OHV Development Project – NEPA/CEQA

Funding Agency/Source: Butte County Public Works/Cooperative Agreement

Description of progress:

- *Met with Plumas National Forest ID Team - going to drop the alternative that would have used existing non-system trail on Swain Railroad grade due to lack of resources to complete Swain Railroad grade heritage evaluation.*
- *Working on NEPA Environmental Assessment (EA), Aquatic Biology BA/BE, Terrestrial Biology BA/BE, Management Indicator Species (MIS) Report*
- *Working with Specialists (Hydrology and Recreation) to complete Effects Analysis based on Alternatives*

Total Funds available: \$249,000

Funds Expended: \$80,516.71 (through Mar. 20)
Agreement/ project dates: May 2018 – June 2020

Big Chico Creek Ecological Reserve (BCCER) Prescribed Fire Program Unit 7 CEQA

Funding Agency/Source: Terra Fuego/Cooperative Agreement

Description of progress:

- Submitted CEQA IS/MND to CAL FIRE addressing comments
- Submitted and received approval of revised Archaeological Survey Report (ASR)

Total Funds available: \$38,600

Funds Expended: \$26,747.80 (through Feb. 2020)

Agreement/ project dates: 12/20/2018 to 10/18/2019

Nelson Cal FIRE CFIP Forest Management Plan (FMP)

Funding Agency/Source: Woody Nelson/Cooperative Agreement

Description of progress:

- Nelson is implementing EQIP project to reduce thin and remove fuels.
Will conduct forest inventory when logging is complete.

Total Funds available: \$4,939.00

Funds Expended: \$1,053.40

Agreement/ project dates: 10-2-2018 to 2-28-2021

FSA Emergency Forest Restoration Program (EFRP) – Camp Fire

Funding Agency/Source: CARCD/Cooperative Agreement

Description of progress:

- Working with FSA to resolve issues regarding SHPO Section 106 consultation
- Have stopped work on EFRP until payments received for past due invoices.

Total Funds available: Unknown

Funds Expended: \$40,000 (through Feb. 2020)

Agreement/project dates: 8/2019 to 7/2021

NRCS Forestry/Archaeological Assistance

Funding Agency/Source: American Forest Foundation (AFF)/Sub-grant Agreement

Description of progress:

- Providing technical assistance to landowners as requested by NRCS.
- Assisted two landowners to reforest 146 ac. and 306 ac. In the Concow area.
- Submitted 2nd quarter report and invoice to AFF.

Total Funds available:\$240,000

Funds Expended: \$27,929.86 (through March 2020)

Agreement/ project dates: 10/29/2019 to 12/31/2021

Big Chico Creek Forest Health Management Plan/CEQA

Funding Agency/Source: Butte Co. Fire Safe Council/Cooperative Agreement

Description of progress:

- Completing draft CEQA IS/MND and Notice of Intent for approval by Board at April meeting.

Total Funds available: \$44,278.00

Funds Expended: \$10,029.90 (through Mar. 2020)

Agreement/ project dates: 10/15/2019 to 6/30/2020

Cottonwood Conservation Area

Funding Agency/Source: Endowment

Description of progress:

- *Working on FY18-19 (10-1-18 to 9-30-19) Annual report*

Total Funds available: \$10,000 - \$15,000/year

Funds Expended: \$6,000 (for the period 10-1-2019 to 3-31-2020)

Agreement/ project dates: Ongoing in perpetuity



BOARD OF DIRECTORS MINUTES

Date: Thursday, March 26, 2020

Time: 9:00 AM

**Location: NRCS Service Center
 150 Chuck Yeager Way, Suite A
 Oroville CA 95965**

NOTICE OF TEMPORARY PROCEDURES FOR BOARD OF DIRECTORS MEETING:

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1) CALL TO ORDER – Dave Lee, President

2) WELCOME AND INTRODUCTIONS – Dave Lee, President, John Christofferson, Director, Colleen Hatfield, Treasurer, Allen Harthorn, Vice Chair. Staff: Wolfy Rougle, Thad Walker, Tim Keeseey, Amanda Chaney; Americorps member Shepard Smith; Ryan Martin from State Parks; Daniel Taverner from NRCS.

3) REVISIONS TO AGENDA (only emergency situations requiring the need to take immediate actions may be added as action items pursuant to Gov. code 549954.2(b))

4) PUBLIC COMMENT (on non-action items)

- (1) (3 min. limit per speaker/topic, 15 minutes/person/meeting total)
- (2) *Public comment is encouraged. Any member of the public may address the Board with any comment related to the Resource Conservation District's areas of concern. However, no action can be taken by the Board on such items at this current meeting. The Board may direct staff to agendize such items for consideration at a future meeting.*
- (3) **Please note that all action items will have time set aside for public comment prior to the vote occurring. After a motion is made and seconded by two BCRC D Directors, the Chair will first ask for any further discussion from the Directors and*

Associate Directors and then Chair will open up the item for brief public comment limited to 2 minutes/person. After the public comment period closes a vote will be held.

5) CONSENT AGENDA: Project Updates (see board packet).

6) ACTION ITEMS – Dave Lee, President

- a) Review and approval of the minutes of the special meeting held 2-13, 2020 – Colleen moved to approve, Allen seconded, motion passed by unanimous consent of the directors who were at that meeting
- b) Review and approval of the minutes of the regular meeting held 2-20, 2020 – John moved to approve, Allen seconded, motion passed by unanimous consent of the directors who were at that meeting
- c) Review and Approve Outstanding Bills – John moved, Allen seconded, motion to pay the bills passed unanimously.
- d) Audit Update- Colleen Hatfield – Colleen has received a 3-page list of deliverables the auditor wants to see. We will work to make these documents available to the auditor digitally as much as possible so they don't have to travel up to Butte County. COVID-19 crisis is slowing down the process but it is moving.
- e) Review and approval of Financials/ Budget- Colleen Hatfield – Colleen shared a packet of documents provided by the new bookkeeper, Heather. Transition and tax time have brought some communication delays. In other news, our SDRMA bill is going up by 13%. T-sheets: We still intend to set this up but COVID-19 has delayed the process. COVID shutdown adaptation recommendations: In general, we should work to find out if more of our funders can pay up-front or provide advances. We should continue to work on an annual budget for FY 2020-21; we do have a draft we can continue to refine over the next month. SNC advance – Board decided to not proceed with Banner Bank and instead **open a Mechanics Bank interest-bearing checking account with Dave and Colleen as the signers.**
- f) Status of EFRP outstanding invoices/ Stop Work Order- Colleen Hatfield – Colleen has sent the stop work order to the funder, and she shared it with CARCD as well. Meanwhile, Thad has heard back from CARCD's Jenn Shepard and it sounds like there is some progress being made on payment. However, payment is currently working its way through the Forest Service, which is slower than usual because of COVID-19 – and our USFS contact is especially busy because they sit on the R5 COVID-19 response panel.
- g) Cost Allocation Plan – Wolfy Rougle – Allen moved to **accept**, Colleen seconded, motion passed unanimously
- h) Archaeologist Agreement with Native-X, Inc. – Wolfy Rougle – Colleen emphasized the importance of putting a clause, when necessary, in each Task Order/Attachment saying that the contractor won't be paid until the funder makes the funds available. (Agreement allows for this) Discussion centered around how Native-X rates are higher than what we usually bill for, but Native-X' work would be billed to CAL FIRE as a lump reimbursable expense, not as hourly progress. John moved to adopt the agreement and also moved we re-examine our FFS rates with regard to the bids we're seeing from archaeologists. Allen seconded. Motion passed unanimously.
- i) Archaeology Services Agreement with Lori Harrington for Upper Park Road Project- Thad Walker – Harrington's estimate (rate \$80/hr) fits within the project budget and she has worked with the City before. John moved to approve, Colleen seconded, motion passed unanimously
- j) Wildlife Biologist Offer Letter, Dawn Garcia – Wolfy Rougle. Board indicated they have all the information they need; item will be further addressed in closed session.
- k) Wildlife Biologist Updated Agreement with Dan Lipp- Tim Keeseey – Dan was the one who helped with the spotted owl surveys in Granite Basin. This item would renew a general services agreement with Dan in case we need his services in the future, depending on his availability. His rate has gone up from \$35 to \$40/hr. Colleen moved, and Allen seconded, to approve the agreement. Motion passed unanimously.
- l) Powellton Rd Revenue/Expense Agreements with Butte County Public Works – Thad Walker – Agreement was originally set up such that RCD could pay the County for reimbursable expenses as well as bill the County under a single agreement. We've since been informed that we need two separate agreements, and these have been put together by Radley and Sara at the County. These

agreements cover all the expenses we'll need to have covered. We have a contractor whose bid came in within the project budget (approval of that bid goes before the BOS in mid-April), so construction can proceed this season. Colleen noted the agreement stipulates that if the project goes overbudget, RCD will need to cover the overage (attachment 3 part 61); she requested the Board approve the agreement contingent on approval by a subcommittee of John, Thad and herself. Thad explained that the paragraph Colleen is referring to states that the County will not increase its cash match in the event of an overage. Mike observed that if unforeseen circumstances did raise the cost of the project, the agreement has a little extra cushion in it for contractor overage. Tim also noted that we could move up to 10% of our total budget to another line item (e.g., to construction), which would amount to up to \$37,000 if needed. If the unforeseen circumstances raised the cost beyond that cushion, we might need to readjust/redesign. Mike said it would be good to have a conversation with Radley about the County's expectations. Ultimately, the County is responsible for the road because they are the ones with a notice of violation. Any contractor change orders would need to be approved by the County. John moved to accept the agreement and allow it to be signed before the next board meeting, providing that Thad has a discussion with Radley to the effect that the County picks up any extra costs which are above our budget, which is set by the State of California. Board requested Thad take detailed notes on the conversation and forwards them to the Directors. Colleen seconded. Motion passed unanimously.

- m) NRCS MOA- Thad Walker – This is an MOA all RCDs have been asked to renew with NRCS, restating the relationship between the two organizations. Colleen said it nicely complements the MOA among regional RCDs in the Sacramento Valley region. Colleen moved to **accept the MOA** and have Dave sign it. Allen seconded. Motion passed unanimously. Dan Taverner thanked RCD for the work they do, and Dave thanked Dan for being present.
- n) Agreement with BCFSC to work on Forest Health Handbook – Wolfy Rougle. John moved to accept, Allen seconded, motion passed unanimously.
- o) Contract with American Forest Foundation to provide landowner outreach services – Wolfy Rougle – John moved to accept, Colleen seconded, motion passed unanimously.
- p) Bid Opening for Restoration of Walnut Orchard Bidwell Sacramento State Park- Review/Accept Bid- Thad Walker – We received one bid. Thad confirmed that all needed elements of the bid were present and the bid was appropriately broken down based on the bid subitems. The bid was for \$709,154 and the available funds for the 50-acre project was \$574,159, or \$134,995 less than the bid. In a cover letter, the bidder did include ideas for how to reduce the cost/scope of the project while still staying true to the spirit of the project. Thad suggested we table the item (neither accept nor reject the bid) pending further discussion with State Parks to adjust either funding or scope. Ryan Martin of State Parks agreed with Thad's suggestion. John suggested the State might be able to contract with the CCC or Cal Fire inmate crews to do some of the work. John moved and Colleen seconded that the item be tabled to next month's board meeting to allow RCD and State Parks to meet in the interim. Motion passed unanimously.
- q) Agreement with Mechoopda Cultural Resource Preservation Enterprise for Bidwell Sacramento Archaeology Monitoring – Thad Walker – This is a \$9,000 agreement to have the Mechoopda Tribe conduct monitoring on the project. It is completely contingent on construction taking place so there is something to monitor. Given that the above item was tabled until next meeting, John moved to table this item to the next meeting as well. Motion passed unanimously.
- r) Agreement with Water Quality Control Board for Dixie Road Project – Thad Walker – This is a project that's been ongoing since the Camp Fire, utilizing emergency fire funds for improvements on Dixie Rd. Total agreement: \$791,316. However, we just received notice from WB that they may only have funding authority for \$500,000. We are waiting to hear back from them for confirmation that they have identified a workaround to provide funding for the entire project. Thad recommended tabling the item until we receive that confirmation. The County has already invested funds in developing the project, budget and scope. State WB grant administrator = Andy Hofstra, who will meet in the next few days with their counsel and others to see if WB can provide the full amount. Thad requested that if Directors have questions about the RCD's potential exposure to cost and liability under this agreement, which is a standard WB agreement, that Directors discuss their concerns with him prior to next Board meeting. Colleen moved to table, Allen seconded, motion passed unanimously.

- s) Agreement with Pacific Watershed and Associates for Dixie Road Project – Because above item had to be tables, this one also needs to be tabled. Colleen moved to table this item; Allen seconded, motion passed unanimously.
- t) Car insurance match requested for Shepard Smith – Shepard Smith – Shepard is considered essential personnel because he supports timber restoration activities. Colleen asked if Shepard could get a letter from SNAP he could carry with him explaining this. Despite some COVID-19-generated cash flow issues, as far as we know right now, the number of hours Shepard will be able to spend with BCRCD will remain unchanged.
John wondered if providing this \$ would constitute a gift of public funds to an individual not employed by BCRCD (because this \$ would benefit all of Shepard’s family, not just Shepard). Colleen agreed to follow up with Americorps to see how this issue has been handled in the past. Item tabled until next meeting.
- u) Next Meeting of BCRCD BOD- Thursday April 16th @ 9 AM. At this time we expect it will also be a remote meeting.
- v) Draft Letter for Staff – Board – Colleen provided a letter all staff can carry with them to prove they are traveling on essential RCD business. Dave asked whether we should also provide this letter to our subcontractors. After some discussion, John and Colleen agreed that we should, but Thad pointed out we should have two versions, one that says “employees” and one that says “contractors”. Allen moved and John seconded to have Dave sign both letters. Motion passed unanimously.
- w) Field Protocol for Staff – Colleen provided a protocol all RCD employees must abide for when working, in order to prevent spread of COVID-19. Dave recommended (a) that we also provide this to subcontractors and (b) that RCD have all employees/contractors initial a copy of the protocol proving that they’ve read it. Colleen moved that the Board accept the protocol, add a signature line at the bottom, then distribute it to all employees and contractors. Allen seconded; motion passed unanimously.

7) RCD PROJECTS AND PROGRAMS

- a) Update – See staff updates in BOD packet

8) PARTNERS’ REPORTS (5 minute limit per group)

- a) Natural Resource Conservation Service (NRCS) – Dan advised he just sent out an email to the Board stating that an FSA employee got exposed to the virus and has been self-quarantining for a week; that staffer has since tested negative. NRCS office protocol will remain unchanged: one person in an office at a time and staff will continue to do necessary field work with social distancing as needed.
- b) Butte County departments
- c) Community groups and agencies

9) CLOSED SESSION – Directors only

- a) Continuing Personnel Discussion

10) BOARD OF DIRECTORS REPORTS

- a) Butte County RCD Directors and Associate Directors are welcome to report

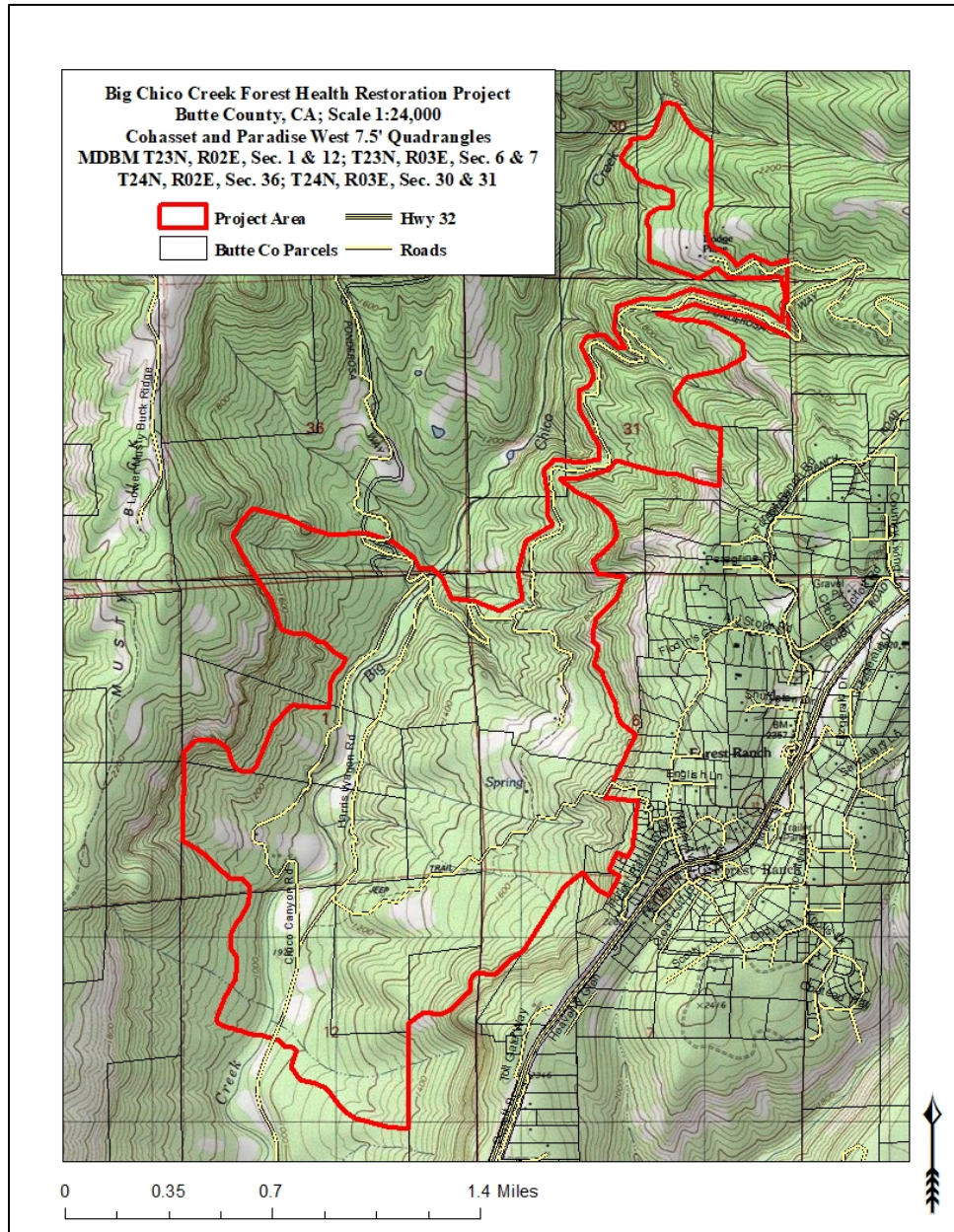
11) ADJOURNMENT

NOTE: The Butte County Resources Conservation District (BCRCD) distributes its Board meeting agendas electronically at least 24 hours in advance of meetings. If you would like to be added to, or removed from, the email list, please notify the Butte County RCD at (530) 534-0112, ext. 122 or by email to: bcrd@carcd.org. The BCRCD also publicly posts notice and agenda of meetings 72 hours in advance of meetings at the Butte County RCD office located at 150 Chuck Yeager Way, Suite A, Oroville, CA. **Reasonable Accommodations:** In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Butte County RCD Manager at (530) 534-0112, ext. 122.

- Please note that all action items will have time set aside for public comment prior to the vote occurring. After a motion is made and seconded by two BCRCD Directors, the Chair will first ask for any further discussion from the Directors and Associate Directors and then the Chair will open up the item for brief public comment limited to 2 minutes per person. After the public comment period closes, a vote will be held.

DRAFT

**Initial Study-Mitigated Negative Declaration
for the proposed
Big Chico Creek
Forest Health Restoration Project
Butte County, California**



Prepared by:

Butte County Resource Conservation District (BCRCD)
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April 2020

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MITIGATED NEGATIVE DECLARATION

Introduction and Regulatory Context

STAGE OF CEQA DOCUMENT DEVELOPMENT

- Administrative Draft.** This California Environmental Quality Act (CEQA) document is in preparation by Butte County Resource Conservation District (BCRCD) staff.
- Public Document.** This completed CEQA document has been filed by BCRCD at the State Clearinghouse on **April 20, 2020**, and is being circulated for a 30-day state agency and public review period. The review period ends on **May 19, 2020**.
- 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 BCRCD 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, BCRCD, has prepared, reviewed, and analyzed the IS-MND and declares that the statements made in this document reflect BCRCD's independent judgment as lead agency pursuant to CEQA. BCRCD 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 BCRCD 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 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 **April 20, 2020 and ends on May 19, 2020.**

The requirements for providing an NOI are found in CEQA Guidelines §15072. These guidelines require BCRCDD 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.

BCRCDD has elected to utilize posting the NOI on and off site in the area where the project is to be located, the second 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.bcrdd.org>

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 BCRCDD'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:

Timothy C. Keeseey
Conservation Project Coordinator
Butte County Resource Conservation District
150 Chuck Yeager Way, Suite A
Oroville, CA 95965
(530) 693-3173
tim@bcrdd.org

After comments are received from the public and reviewing agencies, BCRCDC 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 project setting is remote and rural, with a few homes or very little public infrastructure visible from most of the project area. The 1,500-acre project location is within the Big Chico Creek watershed approximately +/- 9 miles northwest of the city of Chico in Butte County, CA (Mount Diablo Base and Meridian Township 23North, Range 02 East, portions of sections 1 and 12; T23N, R03E, portions of section 6 and 7; T24N, 02E, portions of section 36; and T24N, 03E, portions of sections 30 and 31). Private dirt roads established by previous landowners are the primary access to this remote area of the Big Chico Creek watershed. Portions of the project area are owned and managed by the Big Chico Creek Ecological Reserve (BCCER). This area of BCCER is used for management activities, recreation, education and research. Other portions of the project area and adjacent land are privately owned and used for full and part time residence, recreation, timber management, wildlife habitat, and watershed protection.

BACKGROUND AND NEED FOR THE PROJECT

The project is a 1,500-acre fuels reduction and ecological enhancement effort situated within the Big Chico Creek watershed. This area is comprised of unique geology dominated by volcanic mudflows generally trending in a north-south orientation. The project area flanks both sides of Big Chico Creek. Dominant vegetation within the project area includes annual grasslands, black oak and canyon live oak woodlands, mixed conifer-hardwood forest, Sierra mixed-conifer forest, and scrub communities dominated by buck brush, deer brush, scrub oak, and manzanita. The project area is relatively remote, and is accessible by only by private roads. The terrain is rolling to extremely steep, interrupted by rocky areas and steep cliffs. The project objectives are:

1. To enhance ecological health by re-establishing a fine-grain mosaic of habitats and successional stages, promoting the resiliency of oak woodlands and conifer stands to fire and climate change, and encouraging native species diversity in grasslands;
2. To implement fuel reduction that will improve public safety for local communities including Chico, Cohasset, Forest Ranch and Richardson Springs; and
3. To provide for the safe and permanent re-introduction of prescribed and cultural fire as a stewardship tool.

To accomplish these objectives, the applicant proposes to reduce scrub continuity and density of small diameter trees through a variety of management techniques to promote a diverse age-class mosaic and reduce wildfire related risks to oak woodlands and conifer forests. The project applicant is the Butte County Fire Safe Council, a grass-roots, community-led non-profit

organization that mobilizes residents to protect their homes, communities, and environments from catastrophic wildfire. The BCFSC is working in partnership with BCCER and residents living within the Big Chico Creek watershed.

PROJECT OBJECTIVES

The project objective is to remove enough encroaching brush, chaparral, and small diameter trees to achieve a healthy and resilient landscape reflected in a fine grain mosaic of shrubs interspersed with grasslands, oak woodlands, and conifer forests that is reflective of traditional knowledge and historic photographs of this area. It is intended that facilitating this vegetation composition and structure will achieve a dynamic ecological community that is fire resistant and adaptive to future environmental change (i.e., warmer and drier conditions or climate extremes). It is believed that this approach will provide improved water yield and quality, provide diverse habitat including at springs and seeps, reduce rates of spread for future wildfires, and provide fire protection for the communities of Chico, Richardson Springs, Cohasset, and Forest Ranch. After the project, desired conditions will be maintained with ecologically and culturally appropriate management techniques, including the use of broadcast burning in such a way as to promote native species and achieve numerous ecocultural objectives.

PROJECT START DATE

Fall 2020

PROJECT DESCRIPTION

The +/-1,500 acre fuel reduction and forest/woodland health improvement project would tie in to the northern portion of a landscape-scale defensible zone that is south of the project area and in the path of historic fire spread in the Big Chico Creek Watershed. This defensible zone project is achieved by BCCER CAL FIRE Vegetative Management Plan (VMP) units on the east side of Big Chico Creek. This project would create a ridge to ridge defensible zone from Musty Buck ridge on the west side of Big Chico Creek to the ridge that Forest Ranch and Highway 32 run along on the east side of Big Chico Creek. This would create a fuel break that could be used to fight wildfire moving from north to south or south to north in the Big Chico Creek watershed.

The project would reduce fuels, improve access and safety for fire fighting personnel, and improve forest/woodland health using a variety of techniques, including: mechanical treatments, hand treatments, livestock grazing, pile burning, prescribed fire, herbicide treatments, and road maintenance. Means of shrub and small tree removal -- would be selected based on careful analysis of current site conditions including weather, time of year, and the presence of sensitive cultural or biological resources, as described in this document. Usually, more than one tool/technique would be present on site at a time so that operations can be carefully optimized for site conditions. Management prescriptions for these techniques are described below:

Mechanical Treatments

Mechanical treatments will be used to thin forest stands, reduce fuel loading, reduce ladder fuels and maintain roads. Mechanical treatments include but are not limited to chippers, masticators, excavators, and bobcats. Mechanical treatments can be very efficient for covering the ground and manipulating large vegetation.

Excessively disturbed areas (e.g. machine tracks) would be rehabilitated after conclusion of operations with compacted straw mulch, and/or slash over 90% of the area at a 2 inch depth.

Light weight tracked equipment may be used within the Watercourse, Lake Protection Zone (WLPZ). Every effort will be made to minimize impacts by limiting entries, turns and operations to dry periods when/where species of special concern are not present and/or when they are not particularly vulnerable.

Hand Treatments

Hand treatment tools may include but are not limited to chainsaw, trimmer, pole saw, loppers, shovel and pick, etc. These may not be the most efficient tools for landscape scale modifications, but they are best for small-scale species specific treatments in areas with many different species and vegetation types.

Hand treatments will be allowed within the WLPZ and other sensitive areas as they cause the least amount of disturbance to the ground and as vegetation within this zone is also in need of management within the project area.

On steep slopes, or where machine access is impractical, fuels would be reduced by hand crews opening long hand-cut transects and piling brush for machine collection, or for later pile-burning when conditions are optimal.

Brush removal for prescribed burns would be primarily within a 50-100-foot buffer of private roads within the project area, and would taper off to a lighter prescription beyond the buffer. The lighter prescription would widen existing openings, interrupt fuels continuity to slow fire spread, and reduce ladder fuels to protect black oak and conifer crowns from ignition, yet still maintain a desirable spatial and biological diversity of shrub species.

Livestock Grazing

Livestock grazing will be utilized to reduce ladder fuels and forest shrub density. Livestock have historically been used in the watershed as a means of vegetation management. They can be utilized as a primary or secondary treatment of vegetation. Livestock grazing will be for a short duration to meet the desired condition, which will eliminate the potential for over grazing and harm to natural systems. Large livestock (such as cattle) will not be allowed within WLPZ's.

Pile Burning

Pile burning may be used in conjunction with mechanical and hand treatments to reduce ground fuel loading. When vertical continuity is reduced by adding fuels to the horizontal fuel loads, only the crowning index is reduced but not the risk of high severity fire. Pile burning is used to eliminate overstocked vegetation from the natural system and thus increase fire resilience.

Prescribed Fire

Prescribed fire is a very cost and time efficient management tool. The native species within the project boundary have all evolved with and are adapted to frequent fire intervals. Using low intensity, more frequent prescribed fires allows native species to thrive and can also reduce invasive species populations. All prescribed fires will be subject to local and state regulation to maintain air quality and reduce fire escape risk.

Herbicide

Herbicide treatments will follow all state rules and regulations and product labeling. Herbicides may be used to control species that are unresponsive to other treatments or to reduce secondary treatments. Herbicide treatments will not occur within the WLPZ.

Road Maintenance

Road maintenance is necessary as management activities take place and equipment is moved around. The entire project takes place on private dirt roads that require seasonal and annual maintenance. Road maintenance will include maintaining current roads and opening pre-existing logging roads for equipment and personnel access. These roads will likely need some work for hydrologic disconnect and surface grading following management activities and prior to the wet season. This road maintenance and improvement will assist wildfire fire fighting personnel with safe ingress and egress should a wildfire occur in the area.

Invasive Management

An integrated pest management approach, including the use of livestock grazing, prescribed fire, pile burning, herbicide, mechanical and hand treatments would be utilized for management of invasive species such as, but not limited to, Himalayan Blackberry, Scotch Broom, Spanish Broom, French Broom, Yellow Star Thistle, Klamath Weed, and other non-native species occurring in the project area. The need for management of invasive species far outweighs the temporary disturbance to the system. Fifty-percent (50%) of the canopy will be left within the WLPZ for shade and bank stability.

ENVIRONMENTAL SETTING OF THE PROJECT REGION

Big Chico Creek is part of the southern Cascade Range. The headwaters of Big Chico Creek originate on Colby Mountain at 5,973', and flows are contributed from surface runoff of snowmelt, rain, and groundwater from springs. The headwaters are dominated by manzanita shrub fields and pine-fir forests. Big Chico Creek flows generally southwest through a mix of volcanic mudflow and basalt formations, and fossiliferous sandstone formations, to the bottomlands of the Sacramento Valley and ultimately into the Sacramento River. The watershed is unusual in that almost every single acre is inside a single county (Butte County, California) and in that the entire forested upland portion of the watershed is divided among just 15 landowners, providing outstanding opportunities for watershed-scale conservation. Big Chico Creek is home to numerous sensitive species, including freshwater mussels, small populations of spring-run Chinook salmon, western pond turtles, and foothill yellow-legged frog. The watershed is the ancestral home of Yana (*i.e.*, Yahi) and Kojomkawi (*i.e.*, Konkow) speaking peoples represented today by several bands within the county and surrounding areas.

Members of those bands continue to maintain a relationship with this landscape as a place of residence, ceremony, harvesting, stewardship, and other traditional activities.

The region has a Mediterranean climate with rainy, mild winters and extremely hot, dry summers. Annual precipitation averages between 40-60 inches, followed by a 6-to-9-month dry season. The wet season produces vigorous vegetation growth that may be subject to seasonal drought, and prone to fire. California native plants have evolved with relatively frequent fires, and in many cases require fire or fire byproducts to remain healthy or to reproduce. This fire history includes lightning and anthropogenic sources, and it is certainly true for the Big Chico Creek Watershed. Frequent burning by local Indigenous peoples created a landscape that was fire-maintained by low to moderate intensity fires that self regulated. Woodland conditions were historically open with grass and herbaceous undergrowth and scattered shrubs, which resulted in a fire resistant and resilient landscape. While fire suppression policies have been in place for more than a century, there is a history of wildfires and prescribed burns within the Big Chico Creek watershed. The most recent large fire adjacent to the project area was the Musty Fire in 1999, which was caused by lightning. This fire had variable effects on vegetation within the landscape including the fragmentation of some chaparral dominated areas and crown mortality in some of the hardwood trees, which have since regenerated from basal sprouting. The resulting community still exhibits standing dead biomass in some areas. Almost the entire upland portion of the Big Chico Creek watershed has been designated by CALFIRE as a “high” or “severe” wildfire hazard zone.

The goal of this project is to restore habitats within the project area to more historic conditions, through a variety of integrated management techniques. Current initiatives are focused on strategic fuels reduction areas that will slow or halt fire movement in the Big Chico Creek Watershed to minimize risk to the surrounding communities. The purpose of this CEQA evaluation is to analyze the potential environmental impacts of a proposed 1,500-acre fuel reduction and forest/woodland health improvement project located in the Big Chico Creek watershed as indicated on the attached maps (*See Figures 1 and 2*).

DESCRIPTION OF THE LOCAL ENVIRONMENT

Elevations range from 2,500 feet at the ridgetop on the east side end of the project area to 900 feet at the southern end where Big Chico Creek exits the project area. The soils within the project area have texture ranging from loamy through fine and can be shallow to very deep. The 1,500-acre project site, based on the California Department of Fish and Wildlife (CDFW) California Wildlife Habitat Relationship System (CWHR) is primarily Sierran Mixed Conifer (SMC) and Montane Hardwood Conifer (MHC). Conifer tree species include Ponderosa pine, Douglas fir, incense cedar, and a small number of white fir. Hardwoods include Black oak, particularly in damper draws. Understory vegetation is mostly scattered woody shrubs including manzanita, ceanothus, poison oak, toyon, buckeye, pacific dogwood, western redbud, Himalayan and California blackberry. The ground cover is a diverse mix of annual and perennial grasses and wildflowers, mostly native.

At lower elevations of the project area below 1,500 feet the vegetation community transitions to Montane Hardwood (MHW) and Blue Oak Woodland (BOW) comprised of a pronounced hardwood tree layer with a shrub stratum and sparse herbaceous layer. Tree species include Canyon Live Oak, Blue Oak, Douglas-fir, California-laurel, California black oak, Gray Pine, Incense cedar, Big Leaf Maple and Ponderosa Pine. Blue oak is particularly dominant on south facing slopes with shallow soils. These Montane Hardwood communities are in various stages of succession. There are small patches of Mixed Chaparral (MCH) dominated by shrubs. Brush and ground cover species found with the hardwood and chaparral habitats are similar to those found in the conifer habitats. The majority of the project area has a thick, dense, understory that poses a significant fire hazard.

There are also strips of Montane Riparian (MRI) vegetation along Big Chico Creek and some of the tributaries to Big Chico Creek. This vegetation community consists of dense groves of broad-leaved, winter deciduous trees mixed with conifers and a sparse to heavy understory. Some of the project area is very steep, including vertical rock outcrops classified as Barren (BAR), consisting primarily of rock with scattered shrubs, forbs, and grasses. Open meadows consisting of Annual Grasslands (AGS) and Perennial Grasslands (PGS) are scattered throughout the project area consisting of grasses (annual and perennial) and forbs. There are no remaining perennial springs. Seasonal seeps and ephemeral wetlands may develop after prolonged rainfall.

CURRENT LAND USE AND PREVIOUS IMPACTS

Until the late nineteenth century, the site was primarily used by Indigenous peoples as part of their daily lives. They maintained open, sunny mixed conifer/oak woodland conditions with regular, low-intensity fire. The chaparral communities were maintained in a fine grain mosaic interspersed with grasses and forbs. Collectively, these fire maintained areas achieved numerous ecocultural objectives including high-quality food, medicine, and fiber. The tending to these places was disrupted by American settlement. In the late 1800s and 1900s, the site was considered valuable cattle and sheep ranching land, indicating that grass was far more abundant than it is today. Several old homesteads and cattle camps can be found across the landscape, at sites where there is currently no available water even though old maps sometimes show a named or unnamed spring. This indicates that historic springs dried up in the last century, which is consistent with encroaching brush reducing the water yield. As ranching became increasingly less profitable, BCCER was formed with the purchase of the Simmons ranch in 1999 and the Henning ranch in 2001, and other parcels within the project area were sold for private recreational and residential use.

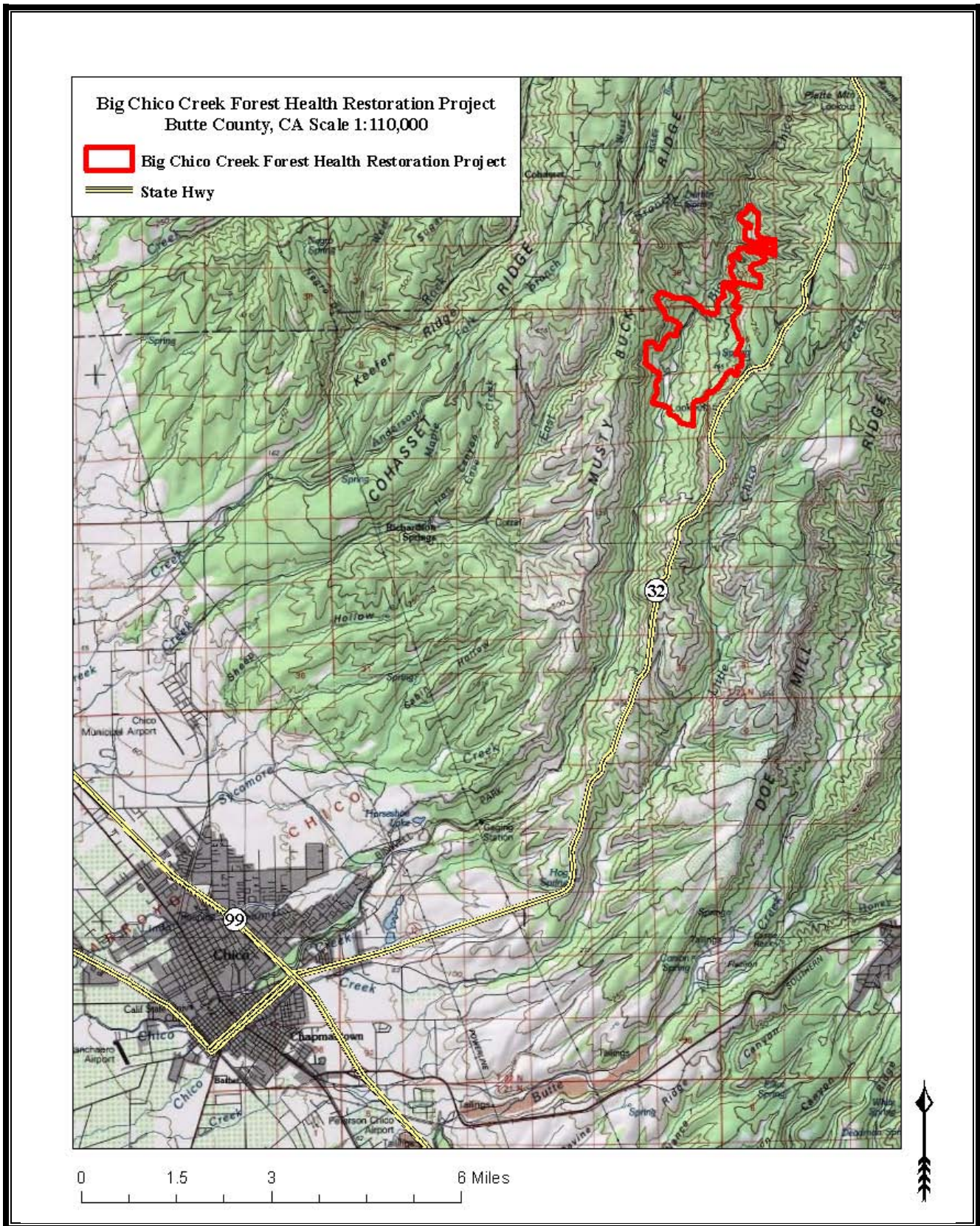


Figure 1. Project Location Map #1 of 1.

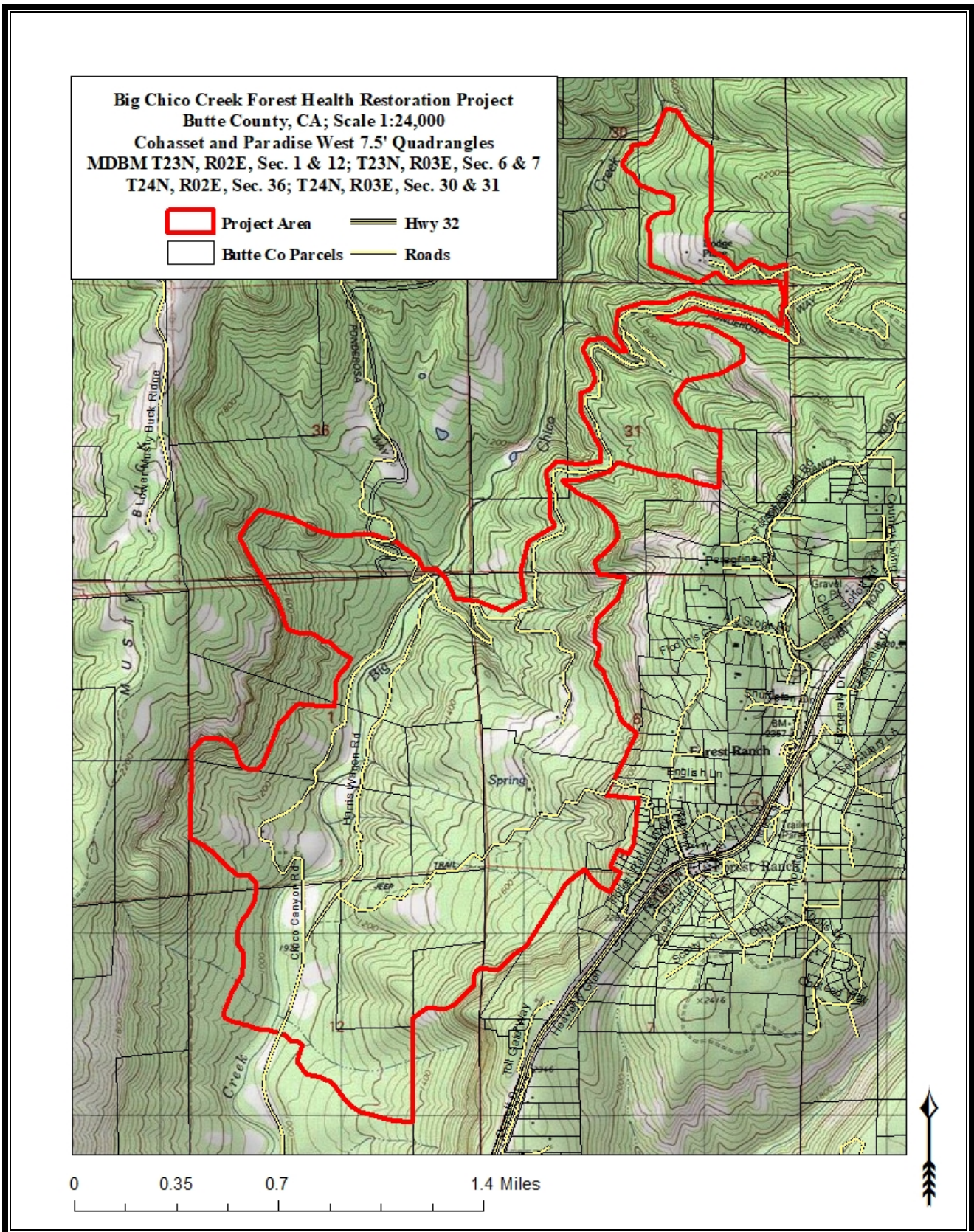


Figure 2. Project Location Map #1 of 2.

ENVIRONMENTAL PERMITS

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

- Smoke Management Plan(s) approved by Butte County Air Quality Management District
- Prescribed Burn Plan(s) approved by CAL FIRE

MITIGATION MEASURES

The following 15 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: AGR – 1: Tree protection – Pile burning and broadcast fire: Pile burning and broadcast burning shall be conducted in a manner which will not damage residual trees and reproduction. Conifer and oak trees will be protected through use of a cool prescription and/or chaparral understory will be cleared around trees for protection. Fire will be maintained at a low intensity that is not expected to harm trees.

Mitigation Measure #2: AIR-1: Permits: The proposed treatments are not expected to adversely affect air quality standards, regional haze, and wilderness air quality related values, because of laws, rules, regulations and mitigation measures that would be implemented. Prescribed burning is regulated by the BCAQMD in compliance with the state smoke management plan, Title 17. Fire managers are required to meet all air district standards and therefore the prescribed burning operations are presumed to conform to the Clean Air Act.

Mitigation Measure #3: BIO – 1: Terrestrial and Aquatic Wildlife Resources: Best Management Practices (BMPs) will be applied for protecting wildlife and wildlife habitat, including:

- **New wildlife findings:** In the event of a verified threatened, endangered or sensitive species occurrence prior to or during project implementation, the appropriate limited operating periods would apply based on consultation with CDFW. Other mitigations may take place as agreed upon in consultation with CDFW.
- **Snags:** Retain snags when possible for wildlife habitat.
- **Structure trees:** Retain and protect high value wildlife habitat trees (trees with multiple tops, broken tops, rot, cavities, and other formations) that create structure for nests and dens.

Mitigation Measure #4: BIO-2 Elderberry Shrub Protection: Elderberry shrubs shall be marked within all project areas prior to implementation. No elderberry shrubs shall be removed or disturbed during project implementation.

Mitigation Measure #5: BIO-3: Botanical Resources: Special status plants species including populations of *Erythranthe glaucescens* (Shield-bracted monkeyflower – Rank 4.3), *Lilium humboldtii ssp. Humboldtii* (Humboldt Lily - Rank: 4.2), and *Astragalus pauperculus* (Depauperate milk-vetch - Rank: 4.3) identified during botanical surveys conducted for this project or during project layout will be flagged prior to project implementation and avoided, with the exception of broadcast fire.

Mitigation Measure #6: BIO-5: *Noxious Weeds*: Prevent spread of invasive species with equipment: Use contract clauses to require that the activities of contractors are conducted to prevent and control the introduction, establishment, and spread of aquatic and terrestrial invasive species. For example, where determined to be appropriate, use agreement clauses to require contractors to abide by vehicle and equipment cleaning requirements/standards prior to using the vehicle or equipment within BCCER.

Mitigation Measure #7: BIO-5: *Staging areas*: Do not stage equipment, materials, or crews in areas infested with invasive plant species where there is a risk of spread to areas of low infestation.

Mitigation Measure #8: CUL-1: *Avoidance of Cultural Resources*: Cultural resources present within the project area have not been formally evaluated to determine eligibility for listing on the CRHR. For the purposes of this project these cultural resources will be assumed potentially eligibility of state and federal registers and be flagged prior to project implementation and avoided. Project proponents will ensure that cultural resources are not adversely affected by ground disturbing activities. If cultural resources cannot be avoided and ground disturbance will occur within the recorded site limits than the site(s) will be formally evaluated to determine if they meet the regulatory criteria for eligibility to the CRHR.

Mitigation Measure #9: CUL-2: *Unanticipated Discovery of Cultural Resources*: If a cultural resource is discovered within a project area after the project has been approved, the following procedures apply:

1. Project activities within 100 feet of the newly discovered cultural resource shall be immediately halted.
2. A qualified professional archaeologist shall be immediately notified.
3. The archaeologist shall evaluate the new discovery and develop appropriate protection measures.
4. The archaeologist shall investigate how the project was reviewed for cultural resources to determine if the cultural resource should have been identified earlier.
5. The archaeologist shall ensure that the newly discovered site is recorded and its discovery and protection measures are documented in the project files.
6. If the newly discovered site is a Native American Archaeological or Cultural Site, the Archaeologist shall notify the appropriate Native American tribal group and the NAHC, if appropriate.

Mitigation Measure #10: CUL-3: *Encountering Native American Remains*: Although unlikely, if human remains are encountered, all work must stop in the immediate vicinity of the discovered remains and the County Coroner and a qualified archaeologist must be notified immediately so that an evaluation can be performed. If the remains are deemed to be Native American and prehistoric, the Native American Heritage Commission must be contacted by the Coroner so that a “Most Likely Descendant” can be designated and further recommendations regarding treatment of the remains is provided.

Mitigation Measure #11: GEO-1: *Prescribed fire control line construction*: Fire control lines are a concern for hydrology and soil quality risks, whether put in by hand or using mechanical means. They will be rehabilitated for drainage using best management practices (BMPs). Fire line

construction should be in accordance with slope restrictions (Mitigation Measure #12) and Water Protection BMPs (Mitigation Measure #13).

Mitigation Measure #12: GEO-2: Slope restrictions: Ground-based equipment would be restricted to slopes less than 50 percent. Exceptions may be made for short pitches of 100 feet slope distance, up to 75 percent slope.

Mitigation Measure #13: HYD-1: Project Best Management Practices (BMPs): Protect water quality through the use of best management practices (BMPs) to prevent water quality degradation and to meet state water quality objectives relating to non-point sources of pollution. Best management practices utilized for this project are procedures and techniques that are incorporated in project actions and have been determined by the State of California to be the most effective, practicable means of preventing or reducing the amount of pollution generated by nonpoint sources to a level compatible with water quality goals.

Watercourse and Lake Protection Zones (WLPZ) will be classified based on the California Forest Practice Rules §936.5 – Procedures for Determining Watercourse and Lake Protection Zones Widths and Protective Measures. WLPZs shall be identified on the ground with flagging prior to implementation of treatments. These zones will be:

Watercourse Classification	Slope 0-30%	Slope 30-50%	Slope >50%
Class I (Anadromous Salmonids) – Big Chico Creek	150'	150'	150'
Class I (Non-Anadromous)	75'	100'	150'
Class II (including all springs with surface water)	50'	75'	100'
Class III	25'	50'	50'

The standard best management practices for protecting water quality include:

- Trees will not be removed from the core zone of Big Chico Creek (30' from creek). Trees greater than 8" dbh will not be removed from the inner zone (30 – 70' from the watercourse) and a 70% overstory canopy cover will be maintained. A 50% overstory canopy cover will be retained in the outer zone (70 – 100' from the watercourse) in a well-distributed multi-storied stand configuration composed of a diversity of species similar to that found before the start of operations and wind firm trees will be favored.
- Within the WLPZ, at least 50% of the total canopy covering the ground 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. The residual overstory canopy shall be composed of at least 25% of the existing overstory conifers.
- No heavy equipment shall operate within the WLPZ except on existing roads and crossings. Light weight equipment may operate within the WLPZ when conditions are dry within the WLPZ. Exposed soils within WLPZ shall be 90% covered with operational slash or hay/straw to a minimum 2" depth prior to the winter period (Nov. 15 – April 1).
- No equipment shall refuel, be cleaned, or lubricated within the WLPZ. No equipment may operate within the core zone of Big Chico Creek (0-30' from creek).
- Road based equipment being used for project implementation shall not be used during any time of the year when soils are saturated and excessive damage can occur as well as the potential discharge of sediment to watercourses.
- There will be no mechanical fireline construction within the WLPZ.

- No ignitions of broadcast (prescribed) burns would occur within the WLPZ. Broadcast burning would be allowed to back burn into the WLPZ, but in order to maintain stream temperatures and avoid sediment discharge to Class I and II streams piles and broadcast prescribed burns are restricted within the WLPZ to the following distances from the stream:

Watercourse Classification	Slope 0-30%	Slope 30-50%	Slope >50%
Class I (Anadromous Salmonids) – Big Chico Creek	100-150'	100-150'	100-150'
Class I (Non-Anadromous)	50-75'	66-100'	100-150'
Class II (including all springs with surface water)	33-50'	50-75'	66-100'

Mitigation Measure #14: FIRE-1: Prescribed burn plan: Mitigation measures within the prescribed burn plan will include:

- Burning can be scheduled for fall months into winter. Pile burning may occur during the spring months with the approval of the project area supervisor. The actual burn days will be dependent upon ARB Forecasts and National Weather Service (NWS) forecasts that are consistent with the burn prescription. There is no limitation on the time of day of burning.
- The Cohasset RAWS station will be used for pre and post-ignition weather data collection for the project. During burning, belt weather kits or electronic weather meters (Kestrels) will be used to collect and monitor weather conditions.
- Temperature, relative humidity, and wind speed/direction data will be collected during burning. Weather data will be collected every hour and information will be recorded along with fire behavior details.
- Weather data will be sampled at least three days prior to and three days after burning. Post burn sampling may be more or less depending on burn down and predicted weather.
- Request NWS spot forecasts at least three days before and three days after burn is completed. Post-burn forecasts are especially important for early fall when post-burn winds could cause control problems.
- No burning will be conducted if Red Flag Warnings or Watches are in place or being discussed. Ridge top winds in excess of 20 mph should be watched closely, especially during the early fall and late spring periods.
- Forecasts must be watched for any mention of east or northeast winds.

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 Aesthetics, Agriculture Resources, Energy, Geology and Soils, Land Use Planning, Mineral Resources, Noise, Population and Housing, Public Facilities, Recreation, Tribal Cultural Resources, and Utilities.
2. The proposed project will have a less than significant impact on Greenhouse Gas Emissions, Hazards and Hazardous Materials, Transportation, and Wildfire.
3. Mitigation is required to reduce potentially significant impacts related to Air Quality, Biological Resources, Cultural Resources, Hydrology and Water Quality, and Tribal Cultural Resources.

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

<input type="checkbox"/> Aesthetics	<input type="checkbox"/> Greenhouse Gas Emissions	<input type="checkbox"/> Public Services
<input type="checkbox"/> Agriculture Resources	<input type="checkbox"/> Hazards & Hazardous Materials	<input type="checkbox"/> Recreation
<input checked="" type="checkbox"/> Air Quality	<input checked="" type="checkbox"/> Hydrology and Water Quality	<input type="checkbox"/> Transportation
<input checked="" type="checkbox"/> Biological Resources	<input type="checkbox"/> Land Use and Planning	<input checked="" type="checkbox"/> Tribal Cultural Resources
<input checked="" type="checkbox"/> Cultural Resources	<input type="checkbox"/> Mineral Resources	<input type="checkbox"/> Utilities and Service Systems
<input type="checkbox"/> Energy	<input type="checkbox"/> Noise	<input type="checkbox"/> Wildfire
<input type="checkbox"/> Geology and Soils	<input type="checkbox"/> Population and Housing	<input type="checkbox"/> Mandatory Findings of Significance

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: David Lee
 Title: BCRCD Chairman

 Date

Environmental Checklist and Discussion

AESTHETICS

a) Except as provided in Public Resources Code § 21099, would the project have a substantial adverse effect on a scenic vista?	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The combination of fuel and vegetation changes within and surrounding the project area during the past century has resulted in a landscape that is less resilient to wildland fire, drought, insects, and disease. The lack of management activities has contributed to the current condition. During treatment activities and immediately afterward, changes to the visual quality of the landscape may be observable. However, the area will not be 100% cleared through management operations and untreated areas will be left to provide textural variety.

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?	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Proposed treatments are intended to improve heterogeneity across the landscape with respect to density, species, and reduced fuels and will benefit the visual objectives in the project area. A variety of plant communities varying in size, age, and structure provide diversity in the visual character of the area. Reducing the possibility of stand replacing fires, disease or insect mortality, and improving the resiliency of the vegetation to climate change would improve and maintain the aesthetic integrity of the project area.

Reducing the competition between vegetation would enhance the long-term aesthetics by promoting healthy stands of conifers, hardwoods, brush, grasslands, and riparian areas. Effects from the proposed activities would only serve to enhance and benefit the resources in the area, including visual quality, and reduce the possibility of losing the entire area again to wildfire. The project area is not visible from any scenic highway or designated scenic vista point.

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?	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Portions of the project area could be visible to members of the public from Hwy 32, about 1.5 miles away, but the project will not substantially degrade the aesthetic quality of the view.

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?	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Prescribed fire activities associated with the project could create a faint temporary glow on some nights, but the glow will not be substantial and affect day or nighttime views of the area.

AGRICULTURAL RESOURCES

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?	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The project is not located on land identified as Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland).

b) Would the project conflict with existing zoning for agricultural use or a Williamson Act contract?	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The majority of the project area is zoned AG, Agriculture. The BCCER portion of the project is zoned RC, or Resource Conservation. A portion of the project on the north end is zoned, TM, or Timber Mountain. As such, the project is consistent with the existing zoning and Williamson Act contracts.

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
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The project is also not on land zoned for timber production and would not cause rezoning of forest land.

d) Would the project result in the loss of forest land or conversion of forest land to non-forest use?	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The 1,500-acre project site will promote and improve forest land by removing competition and improving the chances that forest resources are not lost as a result of a potential catastrophic wildfire. The proposed action is intended to remove small diameter trees, and enough encroaching brush and chaparral to achieve a healthy and resilient landscape reflected in a fine grain mosaic of conifer and oak woodland habitats that is reflective of traditional knowledge and historic photographs of this area. It is intended that by facilitating this vegetation composition and structure a dynamic ecological community will be achieved that is fire resistant and adaptive to future environmental change (i.e., warmer and drier conditions or climate extremes). This should result in healthier stands of oak/gray pine woodlands due to reduced competition with brush that are less likely to succumb to a future wildfire due to reduced fuels and lower burn severity. These changes could result in more forestland (oak/pine woodland) in the project area, but not less.

	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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The project takes place entirely onsite and requires no improvement or expansion of auxiliary facilities; therefore, the project has no foreseeable indirect, offsite, or cumulative impacts that could degrade or convert forestlands or agricultural lands.

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?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Project prescribed burning would produce PM10. Prescribed burning is regulated by the Butte County Air Quality Management District (BCAQMD) in compliance with the state smoke management plan, Title 17. Prescribed burn projects must submit a Smoke Management Plan to BCAQMD for review and approval. The plan is developed to minimize air quality impacts of the project. Burning is done on approved burn days as determined by BCAQMD. This process ensures that there are not any significant smoke impacts to public health from the project.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
b) 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?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

The air in Butte County does not meet the State or federal health based standards for ozone or fine particulate matter (PM2.5). Throughout the Northern Sacramento Valley Air Basin the major contributor to air pollution is the motor vehicle.

Federal standards have been established for seven pollutants:

1. Carbon monoxide

2. Lead
3. Nitrogen dioxide
4. Ozone
5. Respirable particulate matter less than 10 microns in diameter (PM10)
6. Fine particulate matter less than 2.5 microns in diameter (PM2.5), and
7. Sulfur dioxide

California state standards exist for all of these, plus four more:

1. Sulfates
2. Hydrogen sulfide
3. Vinyl chloride (chloroethene), and
4. Visibility reducing particles

Table 1: Butte County – State and Federal Ambient Air Quality Attainment Status:

Pollutant	State Designation	Federal Designation
1-hour ozone	Nonattainment	—
8-hour ozone	Nonattainment	Nonattainment
Carbon monoxide	Attainment	Attainment
Nitrogen Dioxide	Attainment	Attainment
Sulfur Dioxide	Attainment	Attainment
24-Hour PM10	Nonattainment	Attainment
24-Hour PM2.5	No Standard	Attainment
Annual PM10	Attainment	No Standard
Annual PM2.5	Nonattainment	Attainment

Source: Butte County AQMD 2018

There are no class I airsheds within the project area.

Effects to air quality and visibility could result from prescribed burning; and a very small increase in air pollutants could result from equipment use under the proposed action.

Effects to air quality could result from fugitive dust caused by project implementation. Best management practices (BMPs) will be implemented in order to minimize impacts. Fugitive dust generally quickly settles back down to the ground and typically does not spread far downwind.

Potential adverse effects from equipment used in project implementation would be very small as the equipment would mostly operate in remote areas that are not occupied. Limited amounts of equipment would be used over a broad area and equipment emissions would disperse quickly.

Effects to visibility from project prescribed burning would be temporary and minimized by burning only during designated burn days when adequate weather conditions would disperse smoke quickly. Most prescribed burning would occur on a single day or over several days. Fire managers are

required by the air district to plan for controlling smoke emissions through contingency planning as part of the smoke management plans.

Project emissions would temporarily increase air pollutants in the airshed and Butte County. However, their direct, indirect and cumulative effects would be regulated by the BCAQMD in order to prevent adverse impacts and exceedances of health standards. The proposed prescribed fire treatments would reduce future potential wildfire smoke.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
c) Would the project expose sensitive receptors to substantial pollutant concentrations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Due to the above factors and the remoteness of the location, the project will not expose sensitive receptors to substantial pollutant concentrations.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
d) Would the project result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The project will not result in emissions other than those mentioned above.

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?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The project area is located within the Big Chico Creek Watershed across multiple property boundaries. The Big Chico Creek was the traditional homeland of Yana and Konkow people who lived within and surrounding the property. Their traditional cultural practices included burning, coppicing, and digging; all of which are an integral process within this landscape, but perhaps most important was burning. Due to selective pressures of this activity, the ecosystems within this landscape were largely shaped by the patterning of fire spatially and temporally across the seasons and years, thereby selecting species that are resilient to fire. Beginning in the 1840's cattle ranches and homesteads were established within the area, and their land use practices also shaped the ecosystems. Fire continued to be utilized by these settlers, but for more limited reasons (e.g., rangeland maintenance and forage production). This different application of fire coupled with more intensive use has altered the native vegetation and ecosystem dynamics. For instance, the change in fire regime and practice has led to habitat conversion (e.g., valley oak woodlands converting to canyon live oak dominated forests, and the expansion of chaparral). Some of these changes can be observed through comparison of historic Wieslander Vegetation Type Mapping project's vegetation surveys and photographs. The concomitant effects of grazing and fire has also enabled the

establishment, and in some cases dominance, of non-native vegetation (e.g., yellow star thistle [*Centaurea solstitialis*]). Shifts in policy ultimately led to the curtailment of prescribed fire within this landscape, with some of the last large prescribed fires occurring in the vicinity of lower Musty Buck Ridge in the late 1980's. With the absence of prescribed fire, wildfire (both natural and human caused) has had varying footprints within the Big Chico Creek Canyon. Specifically, the Musty fire in 1999 burned extensively through the Big Chico Creek Ecological Reserve (BCCER) and adjacent properties with variable intensity and severity.

Since establishment of BCCER much has been done to enhance the ecosystems through vegetation management activities including reintroduction of native grasses, establishment of shaded fuel breaks along most interior roads and trails, and prescribed fire. The adjacent landowners have also worked to manage the landscape through clearing defensible space, battling invasive species and maintaining roads. BCCER was identified as an ongoing fire and fuels reduction project in the Butte County Community Wildfire Protection Plan and Butte Unit Plan beginning in 2005. In 2010, the activities evolved from fuels reduction to the implementation of an annual prescribed fire program, which has led to approximately 200 acres per year of grassland, meadows, oak woodlands, and other habitats being sustainably managed with fire to ensure ecological resiliency while reducing wildland fire risk.

Botanical Resources: The vegetation communities of the proposed project area are diverse. Dominant vegetation within the project area includes annual grasslands, black oak and canyon live oak woodlands, mixed conifer-hardwood forest, Sierra mixed-conifer forest, and scrub communities dominated by buck brush, deer brush, scrub oak, and manzanita.

While most of the species found in the shrub layer are native species, the herbaceous layer is generally dominated by non-native species. Some of the common non-native species include yellow starthistle (*Centaurea solstitialis*), hedgehog dogtail (*Cynosurus echinatus*), wild oats (*Avena fatua*), filaree (*Erodium spp.*), ripgut brome (*Bromus spp.*), and common hedge-parsley (*Torilis arvensis*). Meanwhile, common native species include purple needlegrass (*Nassella pulchra*), blue wild rye (*Elymus glaucus*), deergrass (*Muhlenbergia rigens*), and gum plant (*Grindelia camporum*). Generally, these native species respond positively to prescribed fire (Hankins 2015).

Wildlife Resources: BCCER was created to protect habitat for spring run Chinook salmon, and most of the stewardship actions involved in managing BCCER are ultimately linked to conservation of that species. This stewardship approach also benefits many other terrestrial and aquatic species. As a protected area with ongoing stewardship and research activities occurring, the knowledge of species occurrences across BCCER is well known. While a great diversity of wildlife utilize BCCER and adjacent properties, a 12 quad map review generated through the RareFind and California Natural Diversity Database (CNDDB) website maintained by the California Department of Fish and Wildlife (CDFW), suggested multiple species potentially occurring in the project area. Based on known species occurrences spring run Chinook salmon, steelhead, and valley elderberry longhorn beetle are known from, or expected to occur within the project boundary. Critical habitat for spring run Chinook salmon and Steelhead also exist within Big Chico Creek. Big Chico Creek and its adjacent lands are situated within the range of the East Tehama Deer Herd. This herd is of management concern to the CDFW. This is the state's largest migratory herd of deer and its numbers have diminished over the previous few decades. The Butte County 2030 General Plan places the BCCER and adjacent landowners within the critical winter habitat zone on its maps for

the herd. Through existing stewardship activities BCCER provides excellent habitat for both resident and migratory deer.

Some additional animal species observed on the site include: American black bear (*Ursus americanus*), mountain lion (*Felis concolor*), gray fox (*Urocyon cinereoargenteus*), jackrabbit (*Lepus californicus*), wild turkey (*Meleagris gallopavo*), California quail (*Callipepla californica*), and bobcat (*Lynx rufus*).

Sensitive Biological Resources: A wildlife and botanical survey were conducted for this project and the results are summarized in this section. The purpose of these surveys is to assess the effects of the project on several categories of sensitive species. This includes federally threatened, endangered, proposed, and candidate species, as well as California threatened, endangered, species of special concern, and rare plant species. Species listed as endangered by the U.S. Fish and Wildlife Service (Federal) and California Department of Fish and Wildlife (State) are species currently in danger of extinction throughout all or a significant portion of their range. Species listed as threatened are likely to become endangered within the foreseeable future throughout all or a significant portion of their range. A proposed species is any species that is proposed in the Federal Register to be listed as a threatened or endangered species under the Endangered Species Act (50 CFR 402.03). A candidate species is a species for which the U.S. Fish and Wildlife Service has on file enough information to warrant or propose listing as endangered or threatened. California species of special concern are wildlife species at risk of becoming threatened or endangered. The California Native Plant Society (CNPS) has developed an inventory of rare plants that is widely accepted as the standard for information on the rarity and endangerment status of California flora.

All federal and state threatened endangered, proposed, candidate or sensitive species that could potentially occur within the project area were considered. After reviewing the CNDDDB and available endangered species data from the USFWS and CDFW and comparing this with records maintained by the CSUC Ecological Reserves, 9 plants and 14 animals are known or expected to be present within project area as identified in Table 1 (Wildlife) and Table 2 (Botanical). Of these species, the most likely to be encountered in the project area is the Valley elderberry longhorn beetle. Three species in Table 2 were found to be present in the project area. Several healthy populations of *Erythranthe glaucescens* (CNPS rank 4.3) were found on rock outcroppings where water seeps through and in adjacent to seasonal streams. *Lilium humboldtii* ssp. *humboldtii* (CNPS rank 4.2) was found throughout the project area. One population of *Astragalus pauperculus* was found on a sandstone rock outcrop within a meadow on the east side of Big Chico Creek.

Table 2: Wildlife species known or expected to occur within the project area

Species	Status	Habitat	Potential for Occurrence	Impact
Insects				
Valley elderberry longhorn beetle <i>Desmocerus californicus dimorphus</i>	FT	This species lives out its entire life cycle on elderberry plants.	There is the potential for this species to be present on the site as a large elderberry shrub is present within the proposed area. However, unpublished data (Hankins) suggest the species will benefit from prescribed burning activities. Fire is unlikely to consume elderberry shrubs unless they are senescent. Beetles occur on living shrubs.	Possible

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			Elderberry generally responds vigorously to fire by germination and sprouting. Mitigation measures have been incorporated to protect Elderberry bushes during mechanical, hand treatments, and herbicide applications.	
Fishes				
Steelhead trout <i>Oncorhynchus mykiss irideus</i>	FT	This salmonid is an anadromous species that fulfills part of its life-cycle in freshwater streams and rivers and part in the ocean.	Although this species is found in the project area, mitigation measures designed to protect watercourses have been incorporated in to the project design to ensure that there is no potential for this project to have an effect on the species.	None
Chinook salmon -- spring-run <i>Oncorhynchus tshawytscha</i>	FT, ST	This salmonid is an anadromous species that fulfills part of its life-cycle in freshwater streams and rivers and part in the ocean.	Although this species is found in the project area, mitigation measures designed to protect watercourses have been incorporated in to the project design to ensure that there is no potential for this project to have an effect on the species.	None
Amphibians				
Western spadefoot <i>Spea hammondi</i>	SSC	This species frequents open grasslands or woodlands and spawns in seasonal ponds or streams.	This species has not been observed at BCCER, but it has been observed in other areas of Big Chico Creek Watershed. It is possible that the project area may contain habitat for the species, but given the life history of the species, it is unlikely to be adversely impacted due to the incorporation of mitigation measures that protect watercourses, springs, and wet areas.	Possible
Foothill yellow-legged frog <i>Rana boylei</i>	ST (Cand.)	They inhabit partially shaded, rocky perennial streams and their life cycle is synchronized with the seasonal timing of streamflow conditions. They breed in streams with riffles containing cobble-sized or larger rocks as substrate. These frogs need perennial water where they can forage through the summer and fall months.	This species has been observed on BCCER and other areas of the Big Chico Creek watershed. Mitigation measures designed to protect watercourses, springs, and wet areas make it unlikely that the species will be adversely impacted by project activities due to their association with water.	Possible

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Cascades frog <i>Rana cascadae</i>	SE (Cand.)	A range of aquatic habitats. Reproduction occurs in shallow still-water. They overwinter in aquatic sites that do not freeze solid like deep loose silt at the bottom of a pond or near springs.	Species is unlikely to be present in the project area. Project is outside the historic range for this species.	Unlikely
Reptiles				
Western pond turtle <i>Actinemys marmorata</i>	CSC, FS	This species lives in and near large slow-water pools where basking spots are available. Eggs are laid uphill of the water up to 100 yards away.	This species has been observed at BCCER And neighboring properties. Mitigation measures that protect watercourses, springs, and wet areas will make it unlikely that this species will be impacted by project activities.	Unlikely
Coast horned lizard <i>Phrynosoma blainvillii</i>	SSC	Occurs in valley foothill hardwood, conifer and riparian habitats, as well as in pine-cypress, juniper and annual grassland habitats. Inhabits open country, especially sandy areas, washes, flood plains and wind-blown deposits in a wide variety of habitats.	Prefers open areas that will not be disturbed by project activities.	Unlikely
Birds				
California spotted owl <i>Strix occidentalis occidentalis</i>	CSC, FS	This species is closely related to the Northern spotted owl and has a similar life history utilizing mature forests for habitat.	This species has been observed at the BCCER, but not within the project area. While suitable habitat exists, the primary use of this area would be for foraging outside of the breeding season. The closest known nest site is 2 miles northeast of the project area near Platte Mtn. lookout.	Possible
Yellow-breasted chat <i>Icteria virens</i>	CSC	This species is a migrant bird which winters in Mexico and Guatemala. It utilizes dense shrubs in riparian forest to lay and hatch its young.	The species may occur in the Ecological Reserve; Mitigation measures protecting riparian zones, where this species is more likely to be encountered, will make it unlikely that this species will be impacted by project activities.	Unlikely
Bald eagle <i>Haliaeetus leucocephalus</i>	SE	Bald eagles occupy various woodland, forest, grassland, and wetland habitats. Large nests are normally built in the upper canopy of large trees, typically conifers.	This species may occasionally transit through the project area typically during winter and spring. There is potential for the species to roost and forage during these periods, but it is unlikely to nest within the project area. The proposed activity will provide improved foraging conditions. No adverse impacts are likely.	None

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Northern goshawk <i>Accipiter gentilis</i>	SSC	Generally, prefer dense forests with large trees and relatively high canopy closures like late successional forest stands.	Not observed within the project area. This species may occasionally transit through the project area to forage, but suitable nesting habitat is not present. The proposed project will provide improved foraging conditions. No adverse impacts are likely.	Unlikely
California black rail <i>Laterallus jamaicensis coturniculus</i>	ST	Primarily in the tidal salt marshes of the northern San Francisco Bay however some populations exist in freshwater marshes of the Sierra Nevada foothills.	One observation in the Big Chico Creek watershed at lower elevations in Upper Bidwell Park 25-30 years ago. Prefers wet habitats that will be protected by project mitigation measures.	Unlikely
Great gray owl <i>Strix nebulosa</i>	FE	Prefer forest and meadow associations across their range and nest in mature old growth coniferous and deciduous forests	Not observed within the project area. Very rare. Foraging habitat may occur within the project area, but suitable nesting habitat is not present. The proposed project will provide improved foraging conditions. No adverse impacts are likely.	Unlikely
Mammals				
Gray wolf <i>Canis lupus</i>	FE, SE	Large territories with a variety of topographic features. Packs follow ungulate seasonal migrations.	The closest pack (Lassen Pack) has yet to be tracked or spotted in Butte County.	Unlikely
Sierra Nevada red fox <i>Vulpes vulpes necator</i>	FC, ST	High mountains of the Sierra Nevada in open conifer woodlands and mountain meadows near treeline.	No suitable habitat within the project area. Nearest observation 13 miles northeast of project area in Butte Meadows.	None
Fisher – west coast DPS <i>Pekania pennanti</i>	ST	High cover and structural complexity in large tracts of mature and old growth forests	No suitable habitat within the project area.	None
Western red bat <i>Lasiurus blossevillii</i>	SSC	Roosts in trees and sometimes shrubs on habitat edges adjacent to streams fields or urban areas streams or fields.	There is the potential for this species to be present in the project area. Smoke impacts may cause bats to flush from their roost sites, but is temporal in nature. No adverse impacts are likely.	Unlikely
Pallid bat <i>Antrozous pallidus</i>	CSC, FS	This species frequents dry rocky areas and is very sensitive to human disturbance	There is the potential for this species to be present in the project area. Smoke impacts may cause bats to flush from their roost sites, but is temporal in nature. No adverse impacts are likely.	Unlikely

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<p>Townsend's big-eared bat <i>Corynorhinus townsendii</i></p>	<p>CSC, FS</p>	<p>This species is most commonly found in coniferous forests and although they are not quite as sensitive to human disturbance as the pallid bat, prolonged disturbance will cause the bat to vacate its roost</p>	<p>There is the potential for this species to be present in the project area. Smoke impacts may cause bats to flush from their roost sites, but is temporal in nature. No adverse impacts are likely.</p>	<p>Unlikely</p>
<p>Sierra Nevada mountain beaver <i>Aplodontia rufa californica</i></p>	<p>CSC</p>	<p>Not related to true beavers, this nocturnal rodent prefers moist cool forests.</p>	<p>Although this species has not been observed at BCCER, it is found nearby and could utilize the area. Based on the species preferred habitat, it is not likely to be affected by the current project</p>	<p>Unlikely</p>

Table 2: Status Codes

FE – Federally endangered

FT – Federally threatened

FC – Federal candidate

FS – Federally sensitive

ST – State threatened

SE – State endangered

CSC – CA species of special concern

Table 3: Botanical species known or expected to occur within the project area

Scientific Name	Plant Communities	Blooming Period	Elevation Range (ft)	CNPS List
<i>Allium sanbornii</i> var. <i>sanbornii</i>	Serpentine outcroppings	May-Sept	900 - 4200	4.2
<i>Allium jepsonii</i>	Open, serpentine or volcanic slopes, flats	May-Jul	1000-2000	1B.2
<i>Arctostaphylos mewukka</i> ssp. <i>truei</i>	Chaparral, forest openings	Feb-Jun	900 - 4050	4.2
<i>Astragalus pauperculus</i>	Open, vernal moist, volcanic clay	Mar-Jun	120 - 3600	4.3
<i>Azolla microphylla</i>	Ponds, slow streams, freshwater- marsh	N/A	0-4000	4.2
<i>Balsamorhiza macrolepis</i>	Open grassy or rocky sites, valleys	Mar-Jun	0 - 4200	1B.2
<i>Botrychium ascendens</i>	Moist meadows, open woodland near streams or seeps	N/A	5000-10,500	2B.3
<i>Botrychium crenulatum</i>	Saturated hard water seeps and stream margins	N/A	5000-12,000	2B.2
<i>Botrychium minganense</i>	Meadows, open forest along streams or around seeps	N/A	5000-10,000	2B.2
<i>Brodiaea rosea</i> ssp. <i>vallicola</i>	Grassland	Apr-Jun	0-1100	4.2
<i>Brodiaea sierrae</i>	Open areas in chaparral, foothill woodland (dry meadows), generally on soils derived from basic and ultramafic intrusive rocks	June-July	540 - 3000	4.3
<i>Bulbostylis capillaris</i>	Open damp/dry sandy-gravelly soil	June-Aug	900 - 6600	4.2
<i>Calochortus syntrophus</i>	Stony sandstone (Kilare series) in blue-oak woodland	May-Jun	1500-5500	1B.1
<i>Calycadenia oppositifolia</i>	Grassland, grassy openings in oak woodland	Apr-Jul	150 - 2700	4.2
<i>Calystegia atriplicifolia</i> spp. <i>buttensis</i>	Dry rocky places in open forest, chaparral	May-July	1800 - 3600	4.2
<i>Campylopodia stenocarpa</i>	Unknown		unknown - unknown	2B.2
<i>Cardamine pachystigma</i> var. <i>dissectifolia</i>	Shady grassy woodlands on serpentine	Feb-Apr	1600 - 3400	1B.2
<i>Carex geeyeri</i>	Open forest, slopes	May-Aug	3000-7000	4.2
<i>Carex limosa</i>	Sphagnum bogs	Jul-Sep	4000-9000	2B.2
<i>Carex xerophila</i>	serpentine outcroppings	Mar-Jun	1350 - 2300	1B.2
<i>Castilleja rubicundula</i> var. <i>rubicundula</i>	Grassland	Apr-Jun	0 - 2700	1B.2
<i>Clarkia gracilis</i> ssp. <i>albicaulis</i>	Grasslands at about 1500'	May-Jun	1500 - 1500	1B.2
<i>Clarkia mildrediae</i> ssp. <i>mildrediae</i>	yellow pine forest	Jun-Aug	1350 - 5100	1B.3
<i>Clarkia mildrediae</i> ssp. <i>lutescens</i>	Yellow-pine forest	Jun-Jul	1500-5500	4.2
<i>Clarkia mosquinii</i>	Dry, rocky places, probably foothill woodland	May-Jul	540 - 3600	1B.1
<i>Claytonia palustris</i>	Marshy meadows, springs, streambanks	May-Aug	3000-8000	4.3
<i>Claytonia parviflora</i> ssp. <i>grandiflora</i>	Vernal moist, often disturbed sites	Feb-Apr	450 - 3600	4.2
<i>Cryptantha crinita</i>	Rocky volcanic soils, gravelly streambanks, gravel bars, generally foothill woodland	Mar-Jun	300-4000	1B.2
<i>Cryptantha rostellata</i>	Open, rocky, dry sites, sparse grassland, chaparral, foothill woodland	Apr-Jun	120 - 2400	4.2
<i>Cypripedium fasciculatum</i>	Mesic to moist, shady conifer forest	Mar-Aug	300 - 6000	4.2
<i>Delphinium uliginosum</i>	Streambanks, chaparral, grassland, on serpentine	May-Jun	1300-2000	4.2
<i>Drosera anglica</i>	Swamps, peatlands, often with Sphagnum	Jun-Aug	4200-6500	2B.3
<i>Erigeron inornatus</i> var. <i>calidipetris</i>	Loose sand, lava beds, depression edges, forest	Jun-Aug	3500-6500	4.3
<i>Erigeron petrophilus</i> var. <i>sierrensis</i>	Rocky foothills to montane forest, sometimes on serpentine	Jun-Oct	900 - 5700	4.3
<i>Eriogonum tripodum</i>	Serpentine	May-Jul	(330) 1000	4.2
<i>Eriogonum umbellatum</i> var. <i>ahartii</i>	Serpentine outcroppings	Jun-Sept	1200 - 3000	1B.2
<i>Eriophorum gracile</i>	Wet meadows, bogs	May-Jul	2000-9500	4.3
<i>Erythranthe glaucescens</i> (formerly <i>Mimulus</i>)	Seeps, streambanks	Mar-Jun	0 - 1800	4.3
<i>Erythranthe inconspicua</i>	Near hillside streams or seeps, in partial shade	Apr-Jul	650-7000	4.3

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<i>Euphorbia hooveri</i>	Vernal pools	Jul-Sep	0-850	1B.2
<i>Frangula purshiana ssp. ultramafica</i>	Open conifer forest, montane chaparral, seeps, serpentine	Apr-Jun	2600-6400	1B.2
<i>Fritillaria eastwoodiae</i>	Grassland and oak woodland	Mar-Jun	0 - 4500	3.2
<i>Fritillaria pluriflora</i>	Extremely heavy soils like adobe, including on serpentine	Feb-Apr	0 - 2700	1B.2
<i>Githopsis pulchella ssp. serpentinicola</i>	Serpentine, lone formation, and similar	May-Jun	900 - 1920	4.3
<i>Hesperexax caulescens</i>	Shrink-swell clay in vernal pools, and sometimes serpentine	Mar-Jun	0 - 900 (1500)	4.2
<i>Hesperocyparis bakeri</i>	Mixed-evergreen forest, open slopes, flats, often on serpentine	N/A	3600-6000	4.2
<i>Hibiscus lasiocarpus var. occidentalis</i>	Freshwater wetlands, wet banks, marshes	Jul-Nov	0-300	1B.2
<i>Imperata brevifolia</i>	Springs, wet meadows, floodplains	Sept-May (cool season)	0 - 1500	2B.1
<i>Juncus leiospermus var. leiospermus</i>	Vernal pools and vernal moist places	Apr-Jun	940 - 1500	1B.1
<i>Layia septentrionalis</i>	Serpentine or sandy soils	Apr-May	300 - 2700	1B.2
<i>Leptosiphon ambiguus</i>	Grassy areas on serpentine	Mar-Jun	0 - 3000	4.2
<i>Lewisia kelloggii ssp. hutchisonii</i>	Decomposed granite, slate, volcanic rubble, conifer forest	Jul-Aug	6000-7000	3.2
<i>Lilium humboldtii ssp. humboldtii</i>	Dry wooded areas	May-Jul	(600) 1800 - 3300	4.2
<i>Limnanthes floccosa ssp. californica</i>	Vernal pool edges	Mar-May	0-300	1B.1
<i>Limnanthes floccosa ssp. floccosa</i>	Vernal pool edges	Mar-May	0-2000	4.2
<i>Lliamna bakeri</i>	Mtn slopes, juniper woodland, lava beds	Jun-Sep	3200-8200	4.2
<i>Mielichhoferia elongata</i>	Rocks containing copper	not known -	not known	4.3
<i>Monardella venosa</i>	Grassland, openings in chaparral	Jun-Jul	150 - 1200	1B.1
<i>Navarretia heterandra</i>	Heavy soil, vernal pools, wet or drying flats	Apr-Jun	0 - 3300	4.3
<i>Packera eurycephala var. lewisrosei</i>	Serpentine and other rocky places	Mar-Jul	300 - 4500	1B.2
<i>Paronychia ahartii</i>	Vernal pool edges but also well-drained rocky slopes, volcanic uplands	Mar-Jun	0 - 1500	1B.2
<i>Penstemon personatus</i>	Yellow-pine, montane forests	Jul	3500-6000	1B.2
<i>Piperia coleman</i>	Open conifer forest, scrub	Jun-Aug	4200-6500	4.3
<i>Polygonum bidwelliae</i>	Thin volcanic soils esp. on ridges	Apr-Jul	180 - 3600	4.3
<i>Rhynchospora californica</i>	Marshes, seeps, Meadows and seeps	May-Jun	0-650	1B.1
<i>Rhynchospora capitellata</i>	Wet meadows, fens, seeps, marshes	Mar-Jun	0 - 6000	2B.2
<i>Rupertia hallii</i>	Woodland openings	Jun-Aug	0 - 6750	1B.2
<i>Sidalcea gigantea</i>	Moist to wet forested slopes, seeps, stream margins, meadows, mid to upper conifer forest	June-Aug	(1920) 2700 - 4950	4.3
<i>Sidalcea robusta</i>	Dry banks in transition from blue oak woodland to upslope mixed woodland	Jun	300 - 1200	1B.2
<i>Silene occidentalis ssp. longistipitata</i>	Chaparral, conifer forest	Jun-Aug	2300-7500	1B.2
<i>Stellaria longifolia</i>	Moist areas	May-Jul	~3000	2B.2
<i>Stellaria obtusa</i>	Moist areas in woodland, shaded edges of creeks	May-Jul	5000-6500	4.3
<i>Streptanthus drepanoides</i>	Open chaparral or Jeffrey-pine woodland, on serpentine	May-Jul	800-6000	4.3
<i>Streptanthus longisiliquus</i>	Openings in pine forest, oak woodland	May-Jul	1300-5500	4.3
<i>Stuckenia filiformis ssp. alpina</i>	Shallow, clear water of lakes, drainage channels	May-Jul	1000-7050	2B.2
<i>Tuctoria greenei</i>	Vernal pools	May-July	0 - 3150	1B.1
<i>Utricularia intermedia</i>	Shallow (< 1 m) water	Jul-Sep	4000-8900	2B.2

CNPS – California Native Plant Society rare plant codes:

Rareness:

- 1B: Plants rare, threatened, or endangered in CA and elsewhere
- 2B: Plants rare, threatened, or endangered in CA, but common elsewhere
- 3: Review plants about which more information is needed.
- 4: Watch list plants of limited distribution

Threat Ranks:

- .1 – Seriously threatened in CA
- .2 – Moderately threatened in CA
- .3 – Not very threatened in CA

Wildlife Resources

Direct and Indirect Effects Common to All Wildlife Species: All proposed treatments could result in disturbance from human presence, habitat alteration, prescribed fire and noise. The duration of disturbance, caused by the presence of people and machinery, may cause disturbance to wildlife accustomed to lower levels of activity. Mechanized equipment may generate noise sufficient to disturb nesting wildlife and could cause nest site abandonment if conducted without restrictions. Therefore, standard management requirements include limited operating periods when disturbance to wildlife is identified as a concern. Direct disturbance, including mortality to individual animals addressed in this report is unlikely, due to survey efforts for selected species and incorporation of limited operating periods where appropriate. If presently unknown wildlife are discovered prior to or during implementation and species identified warrants a limited operating period, protections would be implemented.

Cumulative Effects Common to All Wildlife Species: The existing condition reflects the changes of all activities that have occurred in the past. The analysis of cumulative effects evaluates the impact on sensitive species from the existing condition within the analysis area. Overall, for all species, cumulative effects could occur with the incremental loss of the quantity and/or quality of habitat.

A near absence of landscape level, low- intensity surface fires contributed to increased stand densities of small diameter trees and brush making these areas more susceptible to high intensity wildfire and subsequent conversion to a habitat less suitable for wildlife. These habitat shifts affect species abundance and diversity of the landscape. The proposed project will produce a mosaic of habitats suitable for a higher diversity of species

Species Specific Determinations – Wildlife: Implementing the project may have a temporary impact on species such as the Valley Elderberry Longhorn Beetle (VELB) and the foothill yellow-legged frog (FYLF). However, in the case of the elderberry shrub (*Sambucus nigra*), which provides habitat for the VELB, **Mitigation Measure #4 – Elderberry Shrub Protection** (details on page 11) has been incorporated to protect elderberry shrubs, and observation indicate that elderberry exhibits enhancement from the addition of fire, and therefore positive impacts rather than adverse (Hankins 2013).

The impact to FYLF is expected to be less than significant because the species' life history is closely tied to water and **Mitigation Measure #13: HYD-1: Project Best Management Practices** (detailed on page 13) has been incorporated to protect watercourses and the species that inhabit these zones through the use of Watercourse and Lake Protection Zones (WLPZs).

Cumulative effects to Wildlife Resources: The primary activity that may affect wildlife species within the project boundary involve the manipulation of habitat conditions through hand thinning, herbicide, prescribed fire, and grazing to improve native species habitat, reduce the risk of high intensity catastrophic wildfire, and ensure fire resilience to the surrounding community.

The proposed action represents the minority of total effects from all other actions in combination. Small-magnitude short-term contributions from the project contribute to potential long-term benefits. It is assumed that present and future actions on all lands can, at times, produce negative impacts to aquatic biological resources. There is no expectation that any known thresholds for analysis species would be exceeded by the cumulative effects from all actions. A long-term benefit to aquatic habitat is anticipated as the area trends toward pre-fire conditions.

Botanical Resources

Direct and Indirect Effects: Direct effects occur when plants are physically impacted by management activities. Proposed activities may affect rare plants by physical damage. Indirect effects are those that are separated from an action in either time or space. Habitat components including soils, shading, and species composition of the plant and pollinator community may directly and indirectly be altered by the proposed actions. These effects can be beneficial or detrimental to rare plants, and may include increased soil erosion, increased light reaching the ground, introduction or promotion of conditions favorable for non-native invasive plants, effects to pollinator species, or other changes to rare plant habitats. The project carries a risk of spreading or introducing noxious weeds; however, the risk is significantly reduced by implementing the project mitigation measures for preventing and controlling these invasive species. Noxious weeds are not expected to increase in areas from disturbed treatment areas or roads and trails due to this project.

Species Specific Determinations – Botany: Three species on the target list above were found to be present in the project area. Several healthy populations of *Erythranthe glaucescens* (CNPS rank 4.3) and *Lilium humboldtii* ssp. *humboldtii* (CNPS rank 4.2) were found throughout the project area. One population of *Astragalus pauperculus* was found on a sandstone rock outcrop within a meadow on the east side of Big Chico Creek. **Mitigation Measure #5: BIO-3: Botanical Resources** detailed on page 11 have been developed to protect these and other sensitive botanical resources.

Mitigation measures for their protection have been developed to protect these occurrences.

Cumulative effects – Botanical Resources: The additive effects of past actions (wildfires, wildfire suppression, timber harvest, nonnative plant introductions and livestock grazing) have shaped the present landscape and corresponding populations of rare plants. However, data describing the past distribution and abundance of rare plant species is extremely limited, making it impossible to quantify the effects of historic activities on the resources and conditions that are present today.

Undoubtedly, some plant species have always been rare due to particular ecological requirements or geographic isolation. It is also likely that past actions have caused some species to become rarer and encouraged others to become more common. Therefore, in order to incorporate the contribution of past activities into the cumulative effects, this analysis uses the current abundance and distribution of rare plant species as a baseline for the existing condition shaped by the impacts of past actions.

Past, present and future activities have and will continue to alter rare plant populations and their habitats to various degrees. Within the project boundary, these management activities include goat grazing for fuel reduction, wildfire, fire suppression, prescribed fire, and road maintenance. However, the approach taken in this analysis is that, if direct and indirect adverse effects on rare plant species in the analysis area are minimal or would not occur, then they would not contribute substantially to cumulative effects on the species. In addition, the effects of future projects would likely be minimal or similar to those described in this analysis if existing management objectives and policies (such as field surveys, protection of known rare species locations and noxious weed mitigations) remain in place.

For sensitive plant species, when the effects of these past, present and reasonably foreseeable future actions are combined with the effects predicted for the current proposed action, the total would still be minor and insignificant, with the possibility of some individuals being impacted, but no downward trends expected for any occurrences.

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?	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Mitigation Measure #13: HYD-1: *Project Best Management Practices* (detailed on page 13) has been incorporated to protect watercourses and the species that inhabit these zones through the use of Watercourse and Lake Protection Zones (WLPZs).

Six habitat communities identified as sensitive by the California Department of Fish and Wildlife are found in adjacent quad maps to the project area: Great Valley Cottonwood Riparian Forest, Great Valley Mixed Riparian Forest, Great Valley Valley Oak Riparian Forest, Northern Basalt Flow Vernal Pool, Northern Hardpan Vernal Pool, and Northern Volcanic Mud Flow Vernal Pool. Vernal pools have not been known to exist within the project boundary. Great Valley Mixed Riparian Forest and Great Valley Valley Oak Riparian Forest have the potential to occur in the project area if riparian habitats are allowed to be managed and both are known to respond positively to prescribed fire (Hankins 2013, 2015). It is believed that the reintroduction of fire into this habitat community will enhance its overall health by reducing competition from more aggressive species, such as canyon live oak (*Quercus chrysolepis*).

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?	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The project area does encompass some seasonal wetlands, such as meadows and springs. However, **Mitigation Measure #13: HYD-1:** *Project Best Management Practices (BMPs)* detailed on page 13 involving the protection of water resources will eliminate any potentially significant effects to wetlands, seeps and watercourses in the project area.

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?	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

The proposed project area lies within the Butte County General Plan Critical Winter Habitat of the East Tehama Deer Herd. The Butte County 2030 General Plan (Butte County 2018) addresses biological resources on lands within the county’s jurisdiction. Of the goals found within the plan, Goal COS-10 is applicable to this project: “Facilitate the survival of deer herds in winter and critical winter migratory deer herd ranges.” As stated previously, the CDFW and Butte County have identified the critical winter range to include the BCCER. Consequently, Policy COS-P10.1 applies:

Clustered development projects that are designed to accommodate herd migration patterns shall be allowed and encouraged, with remaining areas protected under conservation easements, within the winter and Critical Winter Deer Herd Migration Area Overlays in order to protect migratory deer herd ranges.

The proposed project does not conflict with the local policy. The policy was drafted to influence development projects to accommodate the herd’s needs, and this project is not development, and it is likely to enhance habitat for the herd. Although the herd uses the area, any adverse impact from the implementation of the project will be temporary in nature. However, the expected positive impacts include enhanced forage and open understory, enhancing habitat for the herd in the long-term.

There could be short-term, transient impacts on chaparral-nesting songbirds but these are expected to be less than significant due to the small size of the project area relative to the abundant chaparral habitat in the area.

	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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

See answer to question d) regarding the East Tehama Deer Herd. Butte County has no oak or native tree protection ordinance save during property development (construction); this project does not involve property development, rezoning, or construction.

	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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Natural Community Conservation: Although not yet approved and implemented the Butte Regional Conservation Plan is a Natural Community Conservation Plan that seeks to identify specific habitat types within the region that hold unique value for conservation. Crucial habitat types identified by the plan that are present in the Big Chico Creek watershed include: grassland without vernal pools, blue oak woodland, mixed oak woodland, emergent wetland, chaparral, conifer dominated forest, and valley oak riparian forest. Even though some identified crucial habitats do exist within the Big Chico Creek watershed, many exist outside the plan boundary.

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?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The project is located in the ancestral home of Yana (i.e., Yahi) and Kojomkawi (i.e., Konkow) speaking people represented today by several bands within the county and surrounding areas. Local Indigenous peoples frequently burned creating a fire resistant and resilient landscape that was fire-maintained by low to moderate intensity fires that self regulated. Perhaps the first contact between these Tribes and Europeans

occurred in 1811, when Padre Abella explored the San Joaquin and Sacramento Valleys. In 1832-3, John Work traveled through the northern Sacramento Valley as part of a fur trapping expedition for the Hudson Bay Company (Riddell 1978). Members of his party had malaria resulting in a pandemic that had a catastrophic effect on native peoples. The mass insurgence of Euroamericans during the Gold Rush in 1848-9 led to additional waves of disease spread, violence, and environmental destruction. In 1851, Native Americans were force to move on reservations.

Three historic themes relevant to the history of Big Chico Creek Canyon include: lumber and logging, homesteading, and livestock ranching. The Gold Rush (1848-9) brought a wave of immigrants to California. Locally, Big and Little Butte Creeks were among some of the richest gold mining localities in the county. The area of Big Chico Creek, having a fundamentally different geology, was spared the effects of these mining efforts. The opening of the Humboldt Road in 1864 made available vast tracts of previously inaccessible timberlands. Shipping logs with horse drawn wagons along the Humboldt Wagon Road was inefficient and a timber companies sought a better system to transport lumber to sawmills in Chico. The Butte Flume and Lumber Company constructed the Big Chico Creek Flume between 1872 and 1874. The 38-mile long flume ran through Big Chico Creek canyon and was used to transport roughcut lumber from sawmills in the mountains to the community of Chico. An engineering marvel of the time, the flume was constructed in a V-shape, four to five feet wide at the top with an average drop of 27 feet per mile. The flume flowed continually and a series of flume tenders stations (cabins) were set up at intervals along the route to support the operation. A telegraph line was put along the flume to connect to communicate between mills and flume tenders stations. The Flume was operational from 1872 to 1907 (Dennison and Nopel 1998:50-55, Hutchinson 1974:12-21).

The Homestead Act of 1862 accelerated the settlement of the western territory by granting family s 160 acres of surveyed public lands for settlement. Claimants were required to “improve” the plot by building a dwelling and cultivating the land and after 5 years the original filer was entitled to the property, free and clear, except for a small registration fee. A number of homesteads are present within and adjacent to the project area (Hess 2011). Many of these homesteaders conducted livestock ranching, including the Lucas’ family that owned much of the land that is now BCCER and had one of Butte County’s more successful ranching operations, prevailing over 1,000 acres (BCCER 2009v).

Direct and Indirect Effects: Direct effects to cultural resources are those that physically alter, damage, or destroy all or part of a resource; alter characteristics of the surrounding environment that contribute to the resource’s significance; introduce visual or audible elements out of character with the property or that alters its setting; or resource neglect to the extent that it deteriorates or is destroyed. An archaeological survey of the project area was conducted by Alta Archaeological Consulting in March/April 2020. A total of 23 cultural resources were identified within the project area as a result of a records search and archaeological field survey. Mitigation Measures recommended in the survey report have been incorporated into project design to protect identified sites and potential inadvertent discoveries. These include: **Mitigation Measure #8: CUL-1: Avoidance of Cultural Resources**; **Mitigation Measure #9: CUL-2: Unanticipated Discovery of Cultural Resources**; and **Mitigation Measure #10: CUL-3: Encountering Native American Remains** all detailed on page 12. The project as presently designed is not expected to have an adverse effect on archaeological or cultural resources.

Cumulative Effects: Successful utilization of standard protection measures will result in no significant cumulative impacts to heritage resources within the project area.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
b) Would the project cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

See answer above to question (a).

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
c) Would the project disturb any human remains, including those interred outside of formal cemeteries?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Mitigation Measures recommended in the survey report have been incorporated into project design to protect identified sites and potential inadvertent discoveries. These include: **Mitigation Measure #8: CUL-1: Avoidance of Cultural Resources**; **Mitigation Measure #9: CUL-2: Unanticipated Discovery of Cultural Resources**; and **Mitigation Measure #10: CUL-3: Encountering Native American Remains** all detailed on page 12.

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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The project is in a remote location and will require transport of personnel and equipment to the project site. The project will not result in wasteful or inefficient energy use because equipment can be securely left on site overnight and between project phases, saving on travel fuel. The project is likely to result in slowing the rate of wildfire spread and providing a defensible space where crews can stop fire before it spreads between the communities or Cohasset and Forest Ranch; therefore, the project could reduce the overall amount of energy and fuel spent combating wildfires. The project will not violate or obstruct any State or local renewable energy or energy efficiency plan; all operations will comply with law.

There will be minimal impact to energy resources from this project and potentially energy savings resulting from a reduction in wildfire fighting energy needs due to the resulting fuel break.

	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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The project will not violate or obstruct any State or local renewable energy or energy efficiency plan; all operations will comply with law.

GEOLOGY AND SOILS

- 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
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The Big Chico Creek watershed is located in a region that includes the interface between the Sierra Nevada Range to the south, and the remnant volcanic flows of the Cascade Range to the north. Big Chico Creek originates in volcanic rocks, referred to as the Tuscan Formation. The Tuscan Formation, about 4 million years old, is the dominant geologic formation in the watershed as it is the most recent layer of material deposited on the landscape.

The soils within the vicinity of the project area, derived over time from the parent geologic material, are primarily gravelly loams. Soils are primarily moderately deep to deep (42 – 82”) with a few areas along the cliffs where soil depth can be 0-9”. The soils fall into eight classifications (NRCS 2020):

Table 4: Soil Classifications within the project area.

Soil #	Soil Classification	Acres in Project Area	Percentage of Project Area
625, 626, 627, 628, 632, 633, 634, 635, 636, 637, 641	Ultic-Haploxeralfs	466.5	31.1%
629, 630, 631	Slideland gravelly loam	369	24.6%
642, 643, 644, 645	Chinacamp gravelly loam	483	32.2%
647, 648, 649	Coalcanyon taxadjunct very gravelly loam	49.5	3.3%
652	Schott	12	.8%
730, 731	Tusccoll	52.5	3.5%
720	Dystoxerepts -Haploxeralfs	13.5	.9%
733	Haploxeralfs, terrace	54	3.6%
	TOTAL	348	100%

A significant portion of the soil profile includes weathered volcanic rock and breccia. Soil texture is primarily well-drained gravelly loams. Erosion hazard rating is “low” for slopes under 30% (42% of the project area), “moderate” for slopes under 50% (34% of the project area), and “high” for slopes over 50% (24% of the project area). There are no known geologic hazards that would limit operation in the project area.

Although the project is in a seismically active area (as is true for all of Northern California), the project does

not include any blasting, new construction, or any other impact strong enough to influence seismic activity.

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
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Although the project is in a seismically active area (as is true for all of Northern California), the project does not include any blasting, new construction, or any other impact strong enough to influence seismic activity.

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
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Although the project is in a seismically active area (as is true for all of Northern California), the project does not include any blasting, new construction, or any other impact strong enough to influence seismic activity.

d) Would the project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving landslides?	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Land management operations associated with the project are unlikely to increase the risk of landslide in the area. Small landslides and slumps are a normal part of the local landscape. The remote location further decreases the impact of any possible landslide.

e) Would the project result in substantial soil erosion or the loss of topsoil?	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Erosion is sometimes increased after a fire, including after prescribed fire. However, because prescribed fires on the project are likely to be relatively small and patchy, erosion impacts should be less than significant. Furthermore, any post-fire erosion impacts from the project are expected to be less significant than impacts from the no-project alternative, i.e., catastrophic wildfire consuming close to 100% of the accumulated fuels on the project site.

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?	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Land management operations associated with this project are unlikely to increase the risk of landslide in the area. Small landslides and slumps are a normal part of the local landscape. The remote location further decreases the impact of any possible landslide.

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
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

There is no building construction involved with this project.

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
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The project does not involve the installation of septic tanks or alternative waste water disposal systems.

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
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

There are no known unique paleontological resources/sites or unique geologic features within the project area.

GREENHOUSE GAS EMISSIONS

a) Would the project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Three of the most important greenhouse gases (GHG) resulting from human activity are carbon dioxide (CO₂), methane (CH₄) and nitrous oxide (N₂O). They are produced by both natural processes and human activity. Greenhouse gases play a role in the natural environment by absorbing the sun's heat. As the sun's energy radiates back from the Earth's surface toward space, these gases trap the heat in the atmosphere keeping the planet's surface warmer than it would otherwise be. Increases of atmospheric greenhouse gases result in additional warming of the Earth's atmosphere.

Burning of vegetation as proposed in this project will result in greenhouse gas emissions, as well as a very small increase could result from equipment use. The annual averaged emissions of CO₂ from wildfires in California are significant (24 million metric tons CO₂ per year; equivalent to 6% of the fossil fuel burning (FFB) emissions annually). This ratio is subject to substantial variation. Whereas ffb emissions are fairly constant throughout the year, one bad wildfire month during the year can result in the majority of the CO₂ emission resulting from wildfires for the year. For example, major wildfires in September 2006, including the Day Fire in Southern California produced an estimated 16 million metric tonnes CO₂ for that month,

equivalent to approximately 50% of estimated total monthly FFB emissions for the entire state (Wiedinmyer and Neff 2007). Far more acres are burned each year in wildfires than are burned in prescribed fires. To the extent that prescribed fire can lessen the intensity or reduce the acres burned in wildfires, prescribed fire can temporarily reduce the carbon emissions from the wildland.

Historic pictures and accounts indicate that the project area at the time of European settlement in the 19th and early 20th century was more of an open conifer and oak woodland where periodic wildfire (and fires started by indigenous peoples) could creep through the understory at low intensity. The project area today is characterized by a decrease in average tree size, increase in the number of trees per acre, and a dense understory of evergreen sclerophyll shrubs in genera such as *Adenostoma*, *Ceanothus*, and *Arctostaphylos*, that now dominate many sites at low to middle elevations throughout California. Noted for its intense fire behavior, these sites have been classified as an intermediate fire return interval system (FRI of 20-100 years) that typically burns in stand-replacing crown fires (Conrad and Weise 1998).

Plants in this ecosystem are adapted to this fire regime. Fire adaptations include vigorous stump sprouting and dormant seeds that build up during non-fire years and require fire for scarification. Many of the shrubs promote fire through production of dead highly flammable branches and production of resins on their leaves.

Fires occurring at intervals greater than 20 years are often high intensity because of the large amount of fuel existing in shrub tops. Many nutrients are locked in the foliage. Through burning, these nutrients are recycled back in to the soil. After fires, forbs are usually profuse on the newly opened floor. After a year, the plant community is dominated by annual grasses. Five years after a fire, shrubs once again dominate the ecosystem. Fertilization increases leaf area production and capacity to sequester carbon (Mader 2007). Prescribed fire returns a portion of the nutrients stored in the biomass and litter to the soil, thereby fertilizing the remaining vegetation and increasing the capacity to sequester carbon.

On average, the biomass accumulation of habitats like those in the project area is about 15 to 20 tons per acre (Bolsinger 1989). The carbon component of the biomass accounts for about 50% of the mass. Therefore, the biomass contains 7.5 to 10 tons per acre of carbon (27.5 to 36.7 tons per acre CO₂ equivalent) in biomass. At some point the carbon stored in the biomass will be released through respiration, decay, or combustion. Although some of the carbon will be added to the soil, most will be released to the atmosphere.

Over time the carbon that is stored in vegetation will be released as part of the normal carbon cycle. Carbon will also be sequestered over time as new vegetation grows as long as the land remains productive. Prescribed fire and forest/woodland fuel reduction treatments are ways to help maintain those carbon stocks over time. By reducing the probability of catastrophic wildfire, management operations can increase the probability of survival for some of the vegetation within the project area, as well as, vegetation adjacent to the project, allowing the remaining vegetation to continue to sequester carbon. The carbon released by the management treatments will be resequenced by the remaining vegetation and new vegetation following the treatment. This has the potential to reuse the massive increase in short term emissions from wildfire and spread emissions over a longer time period while allowing sequestration to occur in the remaining vegetation.

Forest management activities are generally used to reduce the fuel load of the forest floor and coarse woody debris, as well as a portion of the above ground biomass. The purpose of the fire/thinning is to reduce the risk of large damaging fires by creating conditions that increase effectiveness of fire suppression. Prescribed fire typically does not affect soil carbon due to lower burn temperatures than wildfire. Prescribed burning returns some carbon dioxide, methane, nitrous oxide, and particulate matter to the atmosphere. Combustion

generally is more complete than wildfire, which releases higher concentrations of the other greenhouse gases and particulate matter (Mader 2007).

California’s wildlands are going to burn and the carbon is going to be released. Through prescribed fire and forest management land managers can have a say in the timing and quantity of some of those releases. Land managers can also lessen the impacts or provide benefits for other environmental resources. Fire hazard reduction may be an objective of prescribed fire and forest thinning; however, other objectives are met as well, such as wildlife habitat improvement or range improvement. If a wildfire does happen to enter an area that was treated, the wildfire may be contained sooner with reduced area burned and consequently reduced carbon emissions. The reduced number of acres or fire intensity will have benefits to other resource, including environmental resources, public health, and public and firefighter safety.

Less than significant effects to greenhouse gases and carbon sequestration could result from prescribed burning; and a very small increase could result from equipment use under the proposed action when compared to the CA Air Resources Board approved 2020 emissions limit of 427 million metric tonnes of CO2. Prescribed burning in the project area would reduce the potential of high-intensity wildfires for several years and correspondingly reduce potential adverse smoke events. After project treatments are completed a substantial amount of carbon would remain sequestered below and above ground in the project area. In addition, project treatments would accelerate carbon sequestration within the project over the long term.

Cumulative effects: Cumulative effects include a discussion of the combined, incremental effects of human activities. For green house gas emissions and carbon sequestration, the area for consideration is the airshed and at the county level. Past and present emission producing activities and carbon sequestration are considered as the current condition of the air and carbon resource. Project emissions would temporarily increase greenhouse gas emissions in the airshed and Butte County. However, their direct, indirect and cumulative effects would be regulated by the Butte County Air Quality Management District in order to prevent adverse impacts and exceedances of health standards. The proposed treatments would reduce future potential wildfire smoke and greenhouse gas emissions, and reduce potential loss of sequestered carbon.

	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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The Butte County Climate Action Plan (CAP) outlines an action strategy for reducing GHG emissions 16.5% below 2006 levels by 2020. It applies across the unincorporated areas of Butte County, which means it applies to the project area. The project does not conflict with or obstruct the implementation of any of the Plan’s action items regarding either GHG reductions or climate change adaptation. CAP adaptation measure A.2 calls on the county to “identify fuel reduction and fuel break sites in addition to those listed in the LHMP”; this project does so.

HAZARDS AND HAZARDOUS MATERIALS

a) Would the project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Project operations would involve the routine transportation, use, or disposal of gasoline, oil and diesel used in the power equipment and as a fuel for torches, and herbicides for noxious weed treatments. Operations will follow all applicable state and federal laws.

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
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Equipment used to implement the project will be fueled with diesel fuel. A spill of this fuel could be hazardous to the environment. **Mitigation Measure #13: HYD-1: Project Best Management Practices (BMPs)** on page 13 is designed to ensure that an accidental spill will not harm the environment.

All personnel will wear the appropriate personal protection equipment. Equipment used on this project will not be serviced in locations where grease, oil, or fuel could pass into a watercourse. The project does not present any unusual risks because all fuels will be handled safely and in accordance with standard best practices. Furthermore, even in a worst-case spill scenario, the impacts of a spill of 10-100 gallons of diesel or gasoline, the maximum likely to be present on site at any time, in a remote area far from sensitive perennial water resources and even farther from any human habitation are not likely to be significant.

The proposed project includes the use of herbicides to control invasive weeds. The proposed applications would comply with all applicable state and federal regulations for the safe use of pesticides (including label requirements).

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?	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The project is not within ¼ mile of a school.

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?	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The project is not located on a hazardous materials site.

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?	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The project is not inside the Airport Overlay for any airport under the Butte County General Plan, and it is not within 2 miles of any airport.

f) Would the project impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The project does not interfere with an evacuation plan because the project will never block or close any public road, and because, in the case of an emergency requiring evacuation, only a few people would be on the project site, so their evacuation would only add one or two vehicles to the remote rural roads that service the area. This increase in evacuation traffic would be insignificant. The project is intended to slow future wildfire rate of spread, giving Cohasset and Forest Ranch residents *more* time to evacuate during any future wildfire event.

g) Would the project expose people or structures, either directly or indirectly, to a significant risk of loss, injury, or death involving wildland fires?	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

The project involves some prescribed fire, i.e., intentional fire ignition. However, the ignitions will take place under such controlled conditions and with such advanced levels of professional supervision that the risk of wildfire escape is not significant. While about 1-1.5% of prescribed fires do escape control, the vast majority of human-caused wildfires do not start as prescribed fires. Furthermore, the project will decrease future wildfire hazards. This is because the thinner, patchier fuel profile post-project is expected to slow future wildfire rate of spread, *decreasing* the exposure of people and structures to risks from wildfire.

HYDROLOGY AND WATER QUALITY

a) Would the project violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The project area is within the Big Chico Creek Watershed (HUC 10 – 1802015705), within the Big Chico Creek – Sacramento River watershed (HUC 8- 18020157). The project watershed is functioning properly and exhibits high geomorphic, hydrologic and biotic integrity relative to its natural potential condition. The drainage network is generally stable. Physical, chemical, and biologic conditions suggest that soil, aquatic,

and riparian systems are predominantly functional in terms of supporting beneficial uses. The beneficial uses for the watershed identified within the Central Valley Regional Water Quality Control's Basin Plan (CVRWQCB 2016) for the Sacramento River Basin and San Joaquin River Basin, include:

- AGR – Irrigation and Stock Watering
- REC 1 – Water Contact Recreation, Canoeing and Rafting
- REC 2 – Other Non-contact Water Recreation
- WARM – Warm Freshwater Habitat
- COLD – Cold Freshwater Habitat
- MIGR – Habitat suitable for salmon and steelhead Migration
- SPWN – Habitats suitable for reproduction and early development of salmon and steelhead
- WILD – Support terrestrial or wetland ecosystems

No municipal watersheds occur within the project area.

Big Chico Creek is on the 303(d) list for California impaired waters for mercury from an unknown source. Project activities will not result in additional impacts to these listings.

Big Chico Creek is a Class 1 watercourse, as defined by the California Forest Practice Act. There are several Class 2 and Class 3 watercourses that are tributaries to Big Chico Creek within the project area. Watercourse and Lake Protection Zones (WLPZ's) will be flagged along watercourses, and project activities within these zones will be limited to those that do not have the potential to impact water quality (*See Mitigation Measure #13: HYD-1: Project Best Management Practices* on page 13). Proposed hand-based activities such as hand-thinning, hand-piling and hand-grubbing have a negligible footprint and therefore are not included in this analysis.

Prescribed fire projects have been designed with a 100'+ buffer to any perennial stream, and backing fire will be used into ephemeral drainages to reduce the intensity of fire, and thus of siltation, in drainages. No discernible direct or indirect effects to water quality would be expected as live vegetation within the buffer would be left to function as a sediment filter strip.

Light weight tracked equipment may be used within the Watercourse, Lake Protection Zone (WLPZ). Every effort will be made to minimize impacts by limiting entries, turns and operations to dry periods. Excessively disturbed areas (e.g. machine tracks) would be rehabilitated after conclusion of operations with compacted straw mulch, and/or slash over 90% of the area at a 2 inch depth (*See Mitigation Measure #13: HYD-1: Project Best Management Practices* on page 13).

Cumulative effects: Direct and indirect effects from proposed vegetation treatments are minimal and short in duration, and therefore long term cumulative effects are not expected.

Implementing best management practices and project mitigation measures such as streamside equipment exclusion zones would effectively protect streams from excessive project generated sediment, assuring that cumulative effects of the project do not adversely affect beneficial uses of water.

The design of this project is such that minimal effects to hydrology resources would be expected from the proposed action as discussed above. Possible effects to water quality and riparian areas depend upon the extent and intensity of the treatments particularly those involving ground disturbances. Potential effects on

water quality and cumulative watershed effects may include increases in sediment delivered to streams. Some of the riparian areas may be lightly burned, but the effect should not be significant. Although a short-term degradation could occur, reintroduction of fire into this landscape and movement toward a more natural fire regime would have a long-term benefit. Mitigation measures and best management practices all contribute to the prevention of sediment delivery to streams and impacts to riparian areas. The amount of actual sediment delivery is expected to be negligible. Therefore streams, water bodies and riparian area are expected to experience minimal, short-term and negligible effects.

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?	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The project involves no on-site water pumping and the off-site water pumping to fill water tender trucks will not be significant.

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?	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The project will not alter drainage patterns or streamcourses or install any new impervious surfaces.

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?	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The project will not alter drainage patterns or streamcourses or install any new impervious surfaces.

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
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The project will not alter drainage patterns or streamcourses or install any new impervious surfaces.

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
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The project will not alter drainage patterns or streamcourses or install any new impervious surfaces.

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
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The project is not in a flood hazard, tsunami, or seiche zone.

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
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The project does not obstruct implementation of a water quality control plan or sustainable groundwater management plan.

LAND USE AND PLANNING

a) Would the project physically divide an established community?	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

There is no established community within the project site.

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?	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Project activities will not alter any existing land use. The project complies with zoning and plan designations as documented in the Butte County General Plan (2010).

The project site is located on lands zoned and designated under the Butte County General Plan for Resource Conservation (RC), Agriculture (AG), and Timber Mountain (TM). The purpose of the RC zone is to protect

and preserve natural, wilderness, and scientific study areas that are critical to environmental quality within Butte County. Standards for the RC zone are intended to protect sensitive natural resources and to provide limited recreational and commercial recreational uses for the enjoyment of Butte County residents and visitors. Permitted land uses in the RC zone include livestock grazing and limited recreational and commercial recreational uses that do not detract from the area’s value for habitat, open space, or research.

The purpose of the AG zone is to support, protect, and maintain a viable, long-term agricultural sector in Butte County. Standards for the AG zone maintain the vitality of the agricultural sector by retaining parcel sizes necessary to sustain viable agricultural operations, protecting agricultural practices and activities by minimizing land-use conflicts, and protecting agricultural resources by regulating land uses and development intensities in agricultural areas. Permitted uses include crop cultivation, animal grazing, stock ponds, and agricultural processing. More intensive agricultural activities, such as animal processing, dairies, hog farms, stables, forestry and logging, and mining and oil extraction, are permitted with the approval of a Conditional Use Permit.

The purpose of the TM zone is to preserve Butte County’s valuable timber resources and to protect both the economic and environmental value of these lands. Standards for the TM zone are intended to support the growing and harvesting of timber, pulp woods, and other forestry products for commercial purposes. Permitted uses include logging, timber processing, crop cultivation, agricultural processing, and the management of forest lands for timber operations and animal grazing. Extractive uses that are generally compatible with forestry operations, including mining and oil and gas extraction, are conditionally permitted in the TM zone.

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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The project site does not contain any known mineral resources of value or of local importance.

	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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The project does not change the future availability of any mineral resources.

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	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

other applicable local, state, or federal standards?

Project implementation will require equipment use. Once the work is complete, the project site will return to its natural state with no new sources of noise other than those already existing. There will be temporary noise during project implementation, but the project noise should dissipate before reaching local communities.

	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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The land management activities contemplated in the project description will not generate groundborne noise or vibrations.

	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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The project is not within an airport land use plan overlay or within 2 miles of any airport.

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)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

There are no proposed activities that would directly or indirectly promote population growth in the area.

	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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The proposed project activities will not result in the displacement of people or housing

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
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The project will not impact the provision, or the need for governmental facilities. The project will not impact existing fire protection services.

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
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The project will not impact the provision, or the need for governmental facilities. The project will not impact existing police protection services.

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
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The project will not impact the provision, or the need for governmental facilities. The project will not impact existing school services.

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
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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

The project will not impact the provision, or the need for governmental facilities. The project will not impact existing park services.

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
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The project will not impact the provision, or the need for governmental facilities. The project will not impact existing public facilities.

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
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

BCCER is the only portion of the project area that is available for public access. All public access to BCCER is walk-in only from the gated area off of Hwy 32 unless granted access otherwise. Hiking, flower, and wildlife observing are compatible with the educational goal of the reserve. It is the policy of the BCCER to allow recreational activities that are compatible with BCCER’s primary goals of preservation, research, and education. Pets are not allowed within the Reserve.

Hunting by humans has been part of the reserve ecosystem since pre-contact times. Currently the reserve conducts limited, lottery-based, hunt programs for deer and turkey in specific zones only. Big Chico Creek in the reserve (and most of Upper Bidwell Park) is open to fishing with single-hook artificial lures and zero limit from Nov. 1 through April 30. Only artificial lures with barbless hooks may be used. (Refer to CDFW Fishing Regulations). Closure during spring, summer, and fall protects highly vulnerable populations of spring-run Chinook salmon, foothill yellow-legged frogs, and western pond turtles and reduces trampling when riparian vegetation is actively growing. Swimming at the reserves is prohibited to protect sensitive aquatic species, including Western pond turtles, Spring-run Chinook salmon, foothill yellow-legged frogs, and riparian habitat.

The proposed vegetation treatments may indirectly affect the recreation setting within the project area by changing the scenic qualities within the treatment areas. The prescribed burning activities would create blackened areas on the landscape. These effects would be short term.

Other long-term benefits of the proposed action, including a more diverse, resilient and sustainable ecosystem, and reduction in the risk of negative impacts from severe wildfire, have the potential to indirectly benefit recreation by helping to maintain the settings and opportunities currently valued by the public for recreation within BCCER. Studies suggest that less intense fires may have beneficial economic effects on outdoor recreation, whereas intense fires may have detrimental effects (Vaux, Gardner and Mills 1984).

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
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The project does not include, construct, or expand any recreational facilities.

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
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

There are seasonal private roads within the project area that are accessed through locked property gates and are used only by those with permission to access the properties. The project does not alter any existing roadways. Because of locked gates, these internal roads have no users other than those with permission. Therefore, this project will have no impact on traffic circulation patterns.

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
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

While this project will require some vehicle miles traveled, the increase will be temporary and project-focused and will not exceed a threshold of significance. The project will not result in any sustained change in vehicle miles traveled in the region.

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
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The project does not include any alteration in the design or use of existing transportation systems.

d) Would the project result in inadequate emergency access?	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

No road, including internal roads, will be altered in such a way as to decrease emergency access.

TRIBAL CULTURAL RESOURCES

<p>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)?</p>	<p>Potentially Significant Impact</p> <input type="checkbox"/>	<p>Less Than Significant with Mitigation Incorporated</p> <input type="checkbox"/>	<p>Less Than Significant Impact</p> <input type="checkbox"/>	<p>No Impact</p> <input checked="" type="checkbox"/>
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The Cal FIRE Native American contact list (Cal FIRE 2020) and CA Native American Heritage Commission contact list (NAHC 2020) identifies the following Tribes and tribal groups as having aboriginal ties to, and interest in, projects that occur in Butte County:

- Berry Creek Rancheria of Maidu Indians,
- Butte Tribal Council,
- Enterprise Rancheria of Maidu Indians,
- Greenville Rancheria of Maidu Indians,
- Konkow Valley Band of Maidu
- Maidu Cultural and Development Group,
- Mechoopda Indian Tribe of Chico Rancheria,
- Mooretown Rancheria
- Tsi Akim Maidu
- United Auburn Indian Community of the Auburn Rancheria

These Tribes and groups have sacred sites that are not always identified through archaeological surveys, including cemeteries, places of prayer, and unique geologic features that are important to their creation stories and history. Scoping letters, including a description of the proposed action, request for confidential information, and an internet link with additional project information was mailed and emailed to the Tribes and groups listed above, as well as the Native American Heritage Commission (NAHC) on February 27, 2020. One comment was received from NAHC stating that their search of the sacred lands file was negative. Responses received from Butte Tribal Council and Mooretown Rancheria stated that the project was within Mechoopda territory. The Mechoopda Tribe is an active partner in cultural burns at BCCER and supportive of efforts to restore habitats within the Big Chico Creek watershed to pre-contact conditions. One of BCCER’s main goals is to provide for the safe and permanent re-introduction of prescribed and cultural fire as a stewardship tool.

The project will enhance living cultural resources (e.g. plants and animals). **Mitigation Measure #8: CUL-1: Avoidance of Cultural Resources; Mitigation Measure #9: CUL-2: Unanticipated Discovery of Cultural Resources; and Mitigation Measure #10: CUL-3: Encountering Native American Remains** all detailed on page 12. would be employed and applied to all cultural resources within the project area, including those identified by Tribes as significant. The project would have a positive indirect effect on cultural resources because of reduced potential for high intensity wildfire.

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
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The project will enhance living cultural resources (e.g. plants and animals). **Mitigation Measure #8: CUL-1: Avoidance of Cultural Resources; Mitigation Measure #9: CUL-2: Unanticipated Discovery of Cultural Resources; and Mitigation Measure #10: CUL-3: Encountering Native American Remains** all detailed on page 12 will be employed and applied to all cultural resources within the project area, including those identified by Tribes as significant. The project would have a positive indirect effect on cultural resources because of reduced potential for high intensity wildfire.

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
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The project will not result in the relocation or construction of new utilities.

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
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The project is a restoration project that will not affect utilities.

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
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The project does not involve the use of utilities or public service systems.

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
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The project will not generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure

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
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The project will comply with federal, state, and local management and reduction statutes and regulations related to solid waste.

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
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Historic pictures and accounts indicate that the project area at the time of European settlement in the 19th and early 20th century was more of an open conifer/oak woodland where periodic wildfire (and fires started by indigenous peoples) could creep through the understory at low intensity. The project area today is characterized by a higher density of smaller diameter trees, with a dense understory of evergreen sclerophyll shrubs in genera such as Adenostoma, Ceanothus, and Arctostaphylos, that now dominate many sites at low to middle elevations throughout California. Noted for its intense fire behavior, these sites have been classified as an intermediate fire return interval system (FRI of 20-100 years) that typically burns in

stand-replacing crown fires (Conrad and Weise 1998).

Plants in this ecosystem are adapted to this fire regime. Fire adaptations include vigorous stump sprouting and dormant seeds that build up during non-fire years and require fire for scarification. Many of the shrubs promote fire through production of dead highly flammable branches and production of resins on their leaves.

A variety of forest management and fuel reduction techniques, including prescribed burning, will be used to reduce the fuel load of ground fuels, coarse woody debris, as well as a portion of the above ground biomass. The purpose of these proposed treatments is to reduce the risk of large damaging fires by creating conditions that increase effectiveness of fire suppression.

Through forest management, land managers can have a say in the timing and intensity of the fire. Land managers can also lessen the impacts or provide benefits for other environmental resources. Fire hazard reduction may be an objective of this project; however, there are other objectives such as wildlife habitat improvement, range improvement, enhancement of the Reserves appearance, and improved visitor safety by reducing the amount of dead and dying vegetation. If a wildfire does happen to enter an area that was treated, the wildfire may be contained sooner with reduced area burned at high intensity. The reduced number of acres or fire intensity will have benefits to other resource, including environmental resources, public health, and public and firefighter safety. Deer Creek GIS conducted a simulation of fire behavior pre-treatment and post-treatment, depicting the increased time fire fighters would have for an initial attack before a fire starting in the Big Chico Creek canyon reached the community of Forest Ranch (*See* Figure 3 and 4). The fire spread model assumes 30mph uphill winds, and burns for 120 minutes. Assumed fuel moistures for 1, 10, and 100hr fuels are 3, 4, and 5%. Spotting distances are assumed to be about 800 feet, and probability of ignition for spots is 80%. Thinning and burning would raise the crown base height to 6 feet, surface fuels in pine/oak areas would be dominated by oak litter, areas of heavy brush would be set back to light brush, and no surface fuel changes would occur in areas mapped as grass.

The project places such small and incidental demands on local roads and fire protection services that it will not substantially impair an adopted emergency response plan or emergency evacuation plan.

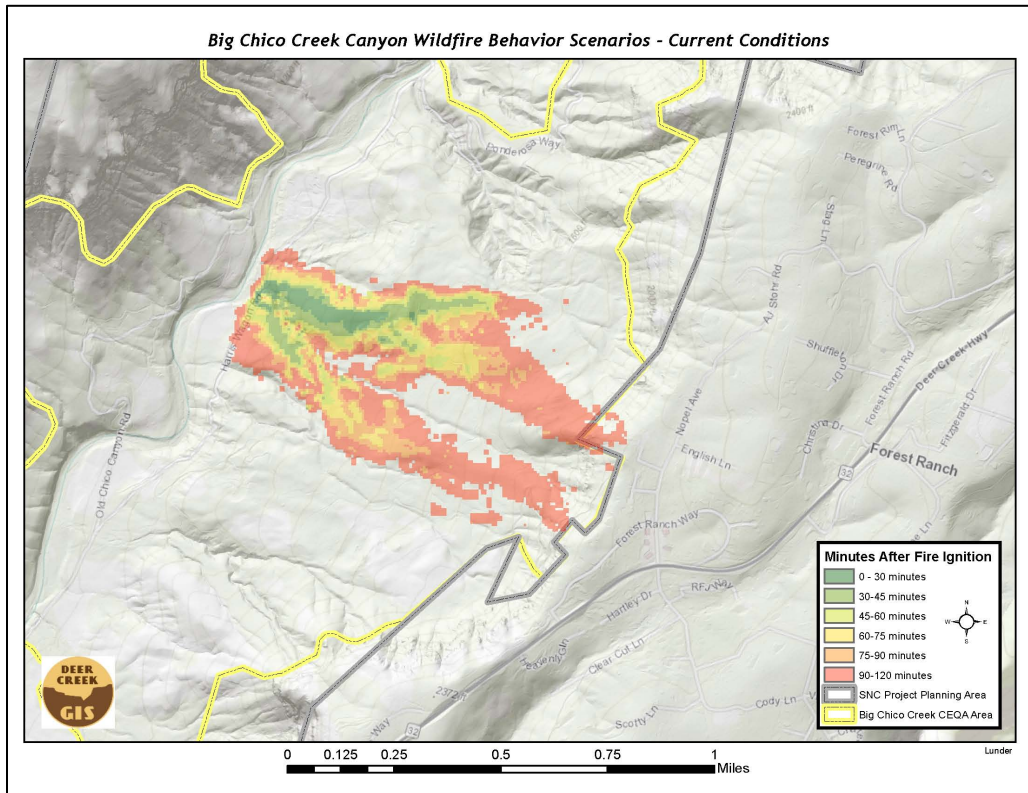


Figure 3: Pre-treatment wildfire behavior scenario - current conditions.

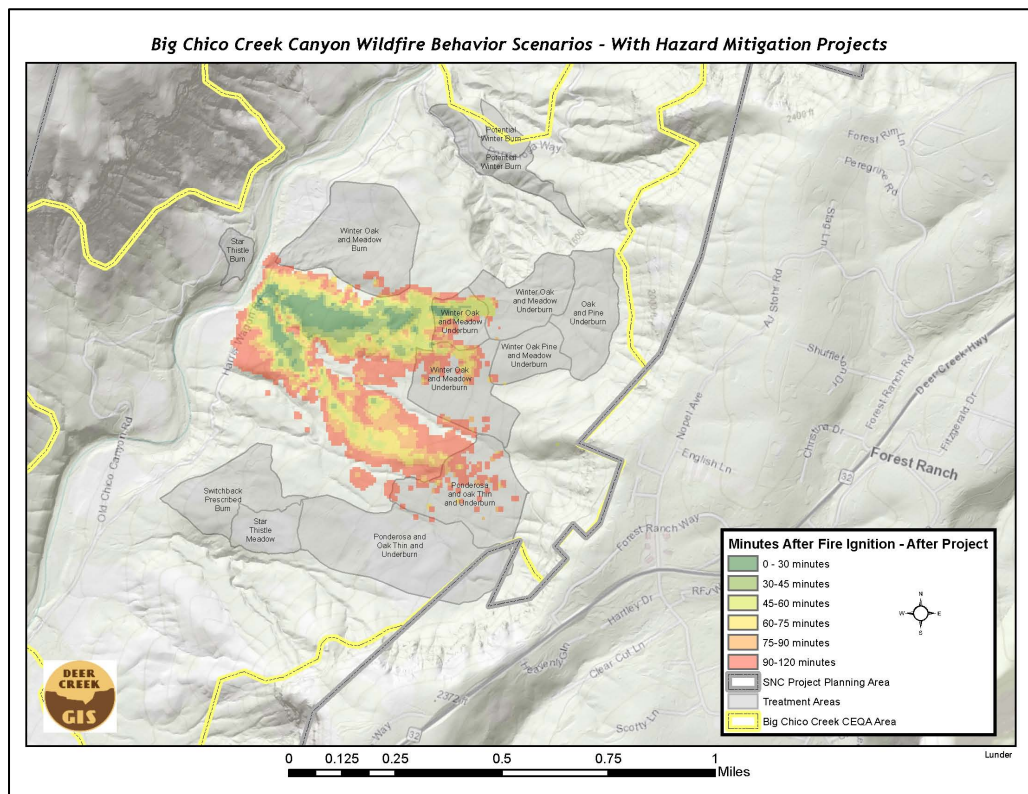


Figure 4: Post-treatment wildfire behavior scenario with hazard mitigation projects.

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
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The desired fire intensity is low to moderate for proposed prescribed fires. A prescribed burn plan will be developed for each proposed prescribed fire prior to implementation that outlines the parameters (timing, weather, fuel moisture, etc...) necessary to implement the project to ensure that the fire remains low to moderate intensity and does not escape the project perimeter as well as identify protocols should the fire escape. All prescribed fire activities carry a risk of fire escape, but the project design has reduced this risk below a significant level. By conducting burns in the off-season and with highly trained fire professionals on site, the project reduces the risk of wildfire below the level of risk associated with the no-project alternative. Spotting outside of fire lines should not be a problem with correct firing methods and weather patterns as prescribed in the burn plan. Tree ringing (clearing fuel away from the base of trees) in advance of burning will reduce tree mortality and spotting potential. Perimeter fire lines (roads and existing trails) will be in place and black line will be added to strengthen control lines as needed. Furthermore, by reducing fuels while leaving slope and other factors unchanged, the project will reduce, not exacerbate the effects of any future wildfire.

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?	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

The project will require some road maintenance, which comes with an extremely small incidental fire risk. Most project personnel will be trained fire professionals, which reduces the risk that the project will start an uncontrolled wildfire.

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?	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

All prescribed fire carries some risk of increased runoff and siltation during subsequent storms, but the project's remote location and buffers to perennial streams reduce the hazard of runoff/flooding and landslides resulting from the prescribed fire component of the project. Furthermore, by reducing the likely

severity of future fires, the project reduces the future flooding/landslide hazard to people and structures downstream, compared to the no-project alternative.

MANDATORY FINDINGS OF SIGNIFICANCE

- 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?

Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

The project is an ecological enhancement project intended to increase habitat suitability for a wide range of native species while reducing invasive species. The project restores regular, low-intensity fire to a landscape that has been fire-excluded since the 19th century in some areas of the project; the implementation of forest management techniques and intentional reintroduction of patchy fire is expected to promote biodiversity as it has done on countless other sites across California. The project will result in some species being less abundant and some being more abundant, but these shifts in abundance will be within the natural range of variation and will not lead to listing of any species. Careful study has resulted in a project design extremely unlikely, in the opinion of wildlife and botany specialists, 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 to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal.

According to the opinions of numerous tribal cultural resources experts, the project, with mitigations incorporated, will reintroduce a Native American land management tool to the landscape and not eliminate any important examples of the major periods of California history or prehistory.

As stated above, all prescribed fire carries some risk of (1) wildfire escape, and (2) increased runoff and siltation during subsequent storms. Design features incorporated into this project reduce these risks below a level of significance. For example, the project’s remote location and buffers to perennial streams reduce the hazard of runoff/flooding and landslides resulting from prescribed fires. Furthermore, by reducing the likely severity of future fires, the project reduces the future flooding/landslide hazard to people and structures downstream, compared to the no-project alternative. As another example, by conducting burns in the off-season and with highly trained fire professionals on site, the project reduces the risk of wildfire below the level of risk associated with the no-project alternative.

With the implementation of mitigation measures included in the Initial Study, the proposed project would not degrade the quality of the environment; result in an adverse impact on fish, wildlife, or plant species including special status species, or prehistoric or historic cultural resources.

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
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

The project is part of a wider program of fire reintroduction across the Reserve, across Butte County, and across the Sierra Nevada. Wide-scale reintroduction of prescribed fire is a stated goal of the State of California, as expressed in mandates of the California Board of Forestry/CAL FIRE, the Sierra Nevada Conservancy, the Department of Conservation, and numerous other agencies. The cumulative effects of this wide-scale prescribed fire reintroduction will be, overall, ecologically positive. Cumulative negative impacts could include that some species will be less abundant, some drainages could experience transient peaks in siltation, and some air quality impacts could be felt by sensitive populations. However, these impacts will be less than significant when compared to the likely catastrophic wildfire impacts of *not* reintroducing prescribed fire.

Individual impacts are limited with this project and cumulatively are not considerable when viewed in connection to past or future projects.

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
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

This project does not have environmental effects which will cause substantial adverse effects on human beings.

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: *AGR-1* Tree protection – Pile burning and broadcast fire: Pile burning and broadcast burning shall be conducted in a manner which will not damage residual trees and reproduction. Conifer and oak trees will be protected through use of a cool prescription and/or chaparral understory will be cleared around trees for protection. Fire will be maintained at a low intensity that is not expected to harm trees.

Schedule: During project implementation

Responsible Party: Butte County Fire Safe Council (BCFSC) staff and project contractors

Verification of Compliance:

Monitoring Party: BCFSC

Initials: _____

Date: _____

Mitigation Measure #2: *AIR-1* Permits: Mitigation measures include complying with air quality permits issued by BCAQMD for all prescribed burning. A Smoke Management Plan would be required prior to any prescribed fire. The smoke management plan is reviewed and approved by BCAQMD.

Schedule: Prior to project implementation

Responsible Party: BCFSC and the BCAQMD

Verification of Compliance:

Monitoring Party: BCFSC

Initials: _____

Date: _____

Mitigation Measure #3: *BIO-1* Terrestrial wildlife BMPs: Best Management Practices will be applied for protecting wildlife and wildlife habitat, including:

- **New wildlife findings:** In the event of a verified threatened, endangered or sensitive species occurrence prior to or during project implementation, the appropriate limited operating periods would apply. Other mitigations may take place as agreed upon in consultation with CDFW.

- **Snags:** Retain snags when possible for wildlife habitat.
- **Structure trees:** Retain and protect high value wildlife habitat trees (trees with multiple tops, broken tops, rot, cavities, and other formations) that create structure for nests and dens.

Schedule: During project implementation

Responsible Party: BCFSC and project contractors

Verification of Compliance:

Monitoring Party: BCFSC

Initials: _____

Date: _____

Mitigation Measure #4: *BIO-2 Elderberry Shrub Protection:* Elderberry shrubs shall be marked within all project areas prior to implementation. No elderberry shrubs shall be removed or disturbed during project implementation.

Schedule: Prior and during project implementation

Responsible Party: BCFSC and project contractors

Verification of Compliance:

Monitoring Party: BCFSC

Initials: _____

Date: _____

Mitigation Measure #5: *BIO-3: Botanical Resources:* Special status plants species including populations of *Erythranthe glaucescens* (Shield-bracted monkeyflower – Rank 4.3), *Lilium humboldtii ssp. Humboldtii* (Humboldt Lily - Rank: 4.2), and *Astragalus pauperculus* (Depauperate milk-vetch - Rank: 4.3) identified during botanical surveys conducted for this project or during project layout will be flagged prior to project implementation and avoided, with the exception of broadcast fire.

Schedule: Prior and during project implementation

Responsible Party: BCFSC and project contractors

Verification of Compliance:

Monitoring Party: BCFSC

Initials: _____

Date: _____

Mitigation Measure #6: *BIO-4 Noxious Weeds:* Prevent spread of invasive species with equipment: Use contract clauses to require that the activities of contractors are conducted to prevent and control the introduction, establishment, and spread of aquatic and terrestrial invasive species. For example, where determined to be appropriate, use agreement clauses to require contractors to abide by vehicle and equipment cleaning requirements/standards prior to using the vehicle or equipment within BCCER.

Schedule: Prior to and during project implementation

Responsible Party: BCFSC and project contractors

Verification of Compliance:

Monitoring Party: BCFSC

Initials: _____

Date: _____

Mitigation Measure #7: *BIO-5 Staging areas:* Do not stage equipment, materials, or crews in areas infested with invasive plant species where there is a risk of spread to areas of low infestation.

Schedule: Prior to and during project implementation

Responsible Party: BCFSC and project contractors

Verification of Compliance:

Monitoring Party: BCFSC

Initials: _____

Date: _____

Mitigation Measure #8: CUL-1: Avoidance of Cultural Resources: Cultural resources present within the project area have not been formally evaluated to determine eligibility for listing on the CRHR. For the purposes of this project these cultural resources will be assumed potentially eligibility of state and federal registers and be flagged prior to project implementation and avoided. Project proponents will ensure that cultural resources are not adversely affected by ground disturbing activities. If cultural resources cannot be avoided and ground disturbance will occur within the recorded site limits than the site(s) will be formally evaluated to determine if they meet the regulatory criteria for eligibility to the CRHR.

Schedule: Prior to and during project implementation

Responsible Party: BCFSC and project contractors

Verification of Compliance:

Monitoring Party: BCFSC

Initials: _____

Date: _____

Mitigation Measure #9: CUL-2: Unanticipated Discovery of Cultural Resources: If a cultural resource is discovered within a project area after the project has been approved, the following procedures apply:

1. Project activities within 100 feet of the newly discovered cultural resource shall be immediately halted.
2. A qualified professional archaeologist shall be immediately notified.
3. The archaeologist shall evaluate the new discovery and develop appropriate protection measures.
4. The archaeologist shall investigate how the project was reviewed for cultural resources to determine if the cultural resource should have been identified earlier.
5. The archaeologist shall ensure that the newly discovered site is recorded and its discovery and protection measures are documented in the project files.
6. If the newly discovered site is a Native American Archaeological or Cultural Site, the Archaeologist shall notify the appropriate Native American tribal group and the NAHC, if appropriate.

Schedule: During project implementation

Responsible Party: BCFSC and project contractors

Verification of Compliance:

Monitoring Party: BCFSC

Initials: _____

Date: _____

Mitigation Measure #10: CUL-3: Encountering Native American Remains: Although unlikely, if human remains are encountered, all work must stop in the immediate vicinity of the discovered remains and the County Coroner and a qualified archaeologist must be notified immediately so that an evaluation can be performed. If the remains are deemed to be Native American and prehistoric, the Native American Heritage Commission must be contacted by the Coroner so that a “Most Likely Descendant” can be designated and further recommendations regarding treatment of the remains is provided.

Schedule: During project implementation

Responsible Party: BCFSC and project contractors

Verification of Compliance:

Monitoring Party: BCFSC
 Initials: _____
 Date: _____

Mitigation Measure #11: GEO-1 Prescribed fire control line construction: Fire control lines are a concern for hydrology and soil quality risks, whether put in by hand or using mechanical means. They need to be rehabilitated for drainage using best management practices (BMPs). Fireline construction should be in accordance with all equipment restrictions.

Schedule: Following project implementation
Responsible Party: BCFSC and project contractors

Verification of Compliance:

Monitoring Party: BCFSC
 Initials: _____
 Date: _____

Mitigation Measure #12: GEO-2 Slope restrictions: Ground-based equipment would be restricted to slopes less than 35 percent. Exceptions may be made for short pitches of 100 feet slope distance, up to 50 percent slope.

Schedule: During project implementation
Responsible Party: BCFSC and project contractors

Verification of Compliance:

Monitoring Party: BCFSC
 Initials: _____
 Date: _____

Mitigation Measure #13: HYD-1: Project Best Management Practices (BMPs): Protect water quality through the use of best management practices (BMPs) to prevent water quality degradation and to meet state water quality objectives relating to non-point sources of pollution. Best management practices utilized for this project are procedures and techniques that are incorporated in project actions and have been determined by the State of California to be the most effective, practicable means of preventing or reducing the amount of pollution generated by nonpoint sources to a level compatible with water quality goals.

Watercourse and Lake Protection Zones (WLPZ) will be classified based on the California Forest Practice Rules §936.5 – Procedures for Determining Watercourse and Lake Protection Zones Widths and Protective Measures. WLPZs shall be identified on the ground with flagging prior to implementation of treatments. These zones will be:

Watercourse Classification	Slope 0-30%	Slope 30-50%	Slope >50%
Class I (Anadromous Salmonids) – Big Chico Creek	150'	150'	150'
Class I (Non-Anadromous)	75'	100'	150'
Class II (including all springs with surface water)	50'	75'	100'
Class III	25'	50'	50'

The standard best management practices for protecting water quality include:

- Trees will not be removed from the core zone of Big Chico Creek (30’ from creek). Trees greater than 8” dbh will not be removed from the inner zone (30 – 70’ from the watercourse) and a 70% overstory canopy cover will be maintained. A 50% overstory canopy cover will be retained in the outer zone (70 – 100’ from the watercourse) in a well-distributed multi-storied stand configuration composed of a diversity of species similar to that found before the start of operations and wind firm trees will be favored.
- Within the WLPZ, at least 50% of the total canopy covering the ground 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. The residual overstory canopy shall be composed of at least 25% of the existing overstory conifers.
- No heavy equipment shall operate within the WLPZ except on existing roads and crossings. Light weight equipment may operate within the WLPZ when conditions are dry within the WLPZ. Exposed soils within WLPZ shall be 90% covered with operational slash or hay/straw to a minimum 2” depth prior to the winter period (Nov. 15 – April 1).
- No equipment shall refuel, be cleaned, or lubricated within the WLPZ. No equipment may operate within the core zone of Big Chico Creek (0-30’ from creek).
- Road based equipment being used for project implementation shall not be used during any time of the year when soils are saturated and excessive damage can occur as well as the potential discharge of sediment to watercourses.
- There will be no mechanical fireline construction within the WLPZ.
- No ignitions of broadcast (prescribed) burns would occur within the WLPZ. Broadcast burning would be allowed to back burn into the WLPZ, but in order to maintain stream temperatures and avoid sediment discharge to Class I and II streams piles and broadcast prescribed burns are restricted within the WLPZ to the following distances from the stream:

Watercourse Classification	Slope 0-30%	Slope 30-50%	Slope >50%
Class I (Anadromous Salmonids) – Big Chico Creek	100-150’	100-150’	100-150’
Class I (Non-Anadromous)	50-75’	66-100’	100-150’
Class II (including all springs with surface water)	33-50’	50-75’	66-100’

Schedule: Prior and during project implementation

Responsible Party: BCFSC and project contractors

Verification of Compliance:

Monitoring Party: BCFSC

Initials: _____

Date: _____

Mitigation Measure: FIRE-1 Prescribed burn plan: Mitigation measures within the prescribed burn plan will include:

- Burning can be scheduled for fall months into winter. Pile burning may occur during the spring months with the approval of the project area supervisor. The actual burn days will be dependent upon ARB Forecasts and National Weather Service (NWS) forecasts that are consistent with the burn prescription. There is no limitation on the time of day of burning.
- The Cohasset RAWS station will be used for pre and post-ignition weather data collection for the project. During burning, belt weather kits or electronic weather meters (Kestrels) will be used to collect and monitor weather conditions.

- Temperature, relative humidity, and wind speed/direction data will be collected during burning. Weather data will be collected every hour and information will be recorded along with fire behavior details.
- Weather data will be sampled at least three days prior to and three days after burning. Post burn sampling may be more or less depending on burn down and predicted weather.
- Request NWS spot forecasts at least three days before and three days after burn is completed. Post-burn forecasts are especially important for early fall when post-burn winds could cause control problems.
- No burning will be conducted if Red Flag Warnings or Watches are in place or being discussed. Ridge top winds in excess of 20 mph should be watched closely, especially during the early fall and late spring periods.

Forecasts must be watched for any mention of east or northeast winds.

Schedule: Prior to project implementation

Responsible Party: BCFSC in coordination with CAL FIRE

Verification of Compliance:

Monitoring Party: BCFSC

Initials: _____

Date: _____

A copy of the completed MMRP will be forwarded to: Butte County Resource Conservation District (BCRCD), 150 Chuck Yeager Way, Suite A, Oroville, CA 95965.

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Confidentiality Agreement

Pacific Southwest Region, USDA Forest Service

This Confidentiality Agreement is to be used for authorized release of data about archaeological resources and historic properties on National Forest System lands administered by the USDA Forest Service, Pacific Southwest Region.

USFS authorization for release of data:

- Special Use Permit
- Contract
- Agreement document
- Letter
- Other written document (describe):

Name of USFS authorizing unit: Plumas National Forest **Date of USFS authorization:** On the date of the Heritage Program Manager's signature below.

Purpose for release of data (include brief explanation):

- Cultural resource management investigation – Inventory and Evaluation
- Planning – Butte Co. Resource Conservation District Undertakings within the Plumas NF.
- Scientific research
- Other:

Explanation: Cultural resource data managed by the Plumas NF are required for effective project planning and cultural resource management purposes for undertakings proposed, planned and implemented on Forest Service administered lands by the Butte Co. RCD.

Project name for release: Butte Co. RCD undertakings within the Plumas NF (blanket). The Butte Co. RCD will request cultural resource data from the Plumas NF on a project-by-project basis.

Type of data released (identify each released):

- Site record(s) consulted:
- Site record(s) copied:
- Project report(s) consulted:
- Project report(s) copied:
- Map(s) consulted:
- Map(s) copied:
- Other consulted:
- Other copied:

Requester's Contact Information

Name: David Lee, Chair, Board of Directors, and Acting Director

Affiliation: Butte County Resource Conservation District

Business address: 150 Chuck Yeager Way, Oroville, CA 95965

E-mail address: bcrd@carcd.org

Business phone: (530) 693-3173

I, the undersigned, have been granted access to the above listed information about archaeological resources and/or historic properties on National Forest System lands. I understand that the data received about the nature or character of sites, site locations, and site ownership are confidential, pursuant to the Archaeological Resources Protection Act and the National Historic Preservation Act. These data are to be kept CONFIDENTIAL and used only for the purposes granted in the written release; they are not to be made public, given to unauthorized persons, or used for any other purposes. I understand that any confidentiality breach shall be pursued by the USDA Forest Service to the full extent of applicable laws and regulations. The Plumas National Forest may revoke this agreement at any time.

Signature: _____ Date: _____.

Dave Lee
Chair, Board of Directors
Butte County Conservation District

Release of this information conforms to standards and guidelines developed by the Plumas National Forest and/or the Pacific Southwest Region, USDA Forest Service. It also meets the intent and objectives of laws and regulations pertaining to the release of confidential/sensitive cultural resource data.

Signature: _____ Date: _____.

Daniel Elliott
Heritage Program Manager
Plumas National Forest

Print Application

RFP Title: Recreational Trails and Greenways Grant Program

Project Title: Magalia and Paradise Lake Loop and Butte County Rail Trail Project

Estimated Date of Completion: 10/30/2021

Funds Requested(\$): 507,392.00

Other Sources of Funds(\$): 162,182.00

Total Budget(\$): 669,574.00

Applicant Organization: Paradise Recreation and Park District

Applicant Address: 6626 Skyway , Paradise , CA - 95969

Federal Tax ID: 94600300

County: Butte **City/Town:** Magalia

Project Address: Lakeridge and Skyway

Senate District: 04, 04, 01

Assembly District: 03, 03, 01

US Congressional District: 01, 01,

Project Description:

The Project creates a multi-use trail loop that connects the disadvantaged community of Magalia to recreation resources. The project provides legal access for the public and emergency vehicles, protects drinking water quality, and expands successful vegetation management efforts. The trail uses a curvilinear, natural surface design that will attract a variety of users and abilities and enhance the quality of life for citizens with limited recreational opportunities. The Paradise Recreation and Park District and strong partners are actively working to develop this network. The project furthers the creation of a backbone trail to connect Sterling City to Chico along the historic Butte County Railroad. Segments (Yellowstone Kelly Trail and Comanche Creek Trail) have already been developed. Future trail buildout (with the development of underground utility and park trails), will create a regional system that promotes sustainable economic opportunities and promote healthy life-styles.

Latitude: 39.81600000 **Longitude:** -121.589910000 **Coordinates Represent:** Trailhead
Coordinates Determined Using: mapping tool

Project Director (Applicant's Representative Authorized in Resolution) (Signature required at bottom of this page)

Name: Dan - Efseaff **Title:** Project Director: Authorized Representative
Phone: 530-872-6393 **Email:** defseaff@paradisepprd.com

Project Manager - Person with day to day responsibility for project (if different from authorized representative)

Name: Dan - Efseaff **Title:** Project Manager: Day to day contact
Phone: 530-872-6393 **Email:** defseaff@paradisepprd.com

I certify that the information contained in this project application, including required attachments, is complete and accurate

Signed: _____ **Date:** 10/16/19
Applicant's Authorized Representative as shown in Resolution

Print Name: Daniel Efseaff **Title:** District Manager

Application Overview

RFP Title: Recreational Trails and Greenways Grant Program
Submitting Organization: Paradise Recreation and Park District

Submitting

Organization

Division:

Project Title: Magalia and Paradise Lake Loop and Butte County Rail Trail Project

Project Description: The Project creates a multi-use trail loop that connects the disadvantaged community of Magalia to recreation resources. The project provides legal access for the public and emergency vehicles, protects drinking water quality, and expands successful vegetation management efforts. The trail uses a curvilinear, natural surface design that will attract a variety of users and abilities and enhance the quality of life for citizens with limited recreational opportunities. The Paradise Recreation and Park District and strong partners are actively working to develop this network. The project furthers the creation of a backbone trail to connect Sterling City to Chico along the historic Butte County Railroad. Segments (Yellowstone Kelly Trail and Comanche Creek Trail) have already been developed. Future trail buildout (with the development of underground utility and park trails), will create a regional system that promotes sustainable economic opportunities and promote healthy life-styles.

Water System ID:

District Office:

APPLICANT DETAILS

Applicant Organization: Paradise Recreation and Park District

Applicant Organization

Applicant Organization

Division:

Applicant Address: 6626 Skyway , Paradise , CA - 95969

PROJECT LOCATION

Latitude : 39.816000000 **Longitude:** -121.589910000

Watershed: Feather River and Butte Creek

County: Butte

Estimated Date of Completion: 10/30/2021

Project Address (or nearest cross street):

Lakeridge and Skyway

Nearest City/Town: Magalia

Coordinates Represent: Trailhead

Coordinates mapping tool

Determined Using:

PROJECT BUDGET

Funds Requested(\$): 507,392.00

Other Sources of Funds(\$): 162,182.00

Total Budget(\$): 669,574.00

Funding Program

Proposition 68

Applied

Yes

Project Management Role	Title	First Name	Last Name	Phone	Fax	Email
Project Director: Authorized Representative	District Manager/PRPD	Dan	Efseaff	530-872-6393	530-872-6393	defseaff@paradisepprd.com
Project Manager: Day to day contact	District Manager/PRPD	Dan	Efseaff	530-872-6393	530-872-6393	defseaff@paradisepprd.com

Applicant Information

Name: Paradise Recreation and Park District

Person Submitting Information

Submitter Name: Daniel Efseaff

Division:
Address: 6626 Skyway Paradise, CA , 95969
Federal Tax ID: 94600300

Submitter 530-872-6393
Phone:
Submitter
Fax:
Submitter defseaff@paradisepd.com
Email:

Legislative Information	Primary	Additional District(s)
Senate District	04	04,
Assembly District	01	03,
US Congressional District	01	01,

Contacts	Name	Phone	Email
Paradise Recreation and Park District	Dan Efseaff	530-872-6393	defseaff@paradisepd.com

Cooperating Entities	Role	Name	Phone	Email
Paradise Recreation and Park District	Landowner, Cooperator	Kevin Phillips	530-877-4971	kphillips@paradisepd.com
Butte County	Cooperator	Doug Teeter	530-872-6304	DTeeter@buttecounty.net
Town of Paradise	Cooperator	Lauren Gill	530-872-6291	lgill@townofparadise.com
Butte County Resource Conservation District	Cooperator	Wolfy Rougle	530-693-3173	wolfy@bcrd.org
Bureau of Land Management	Landowner, Cooperator	Sara Acridge	530-224-2180	sacridge@blm.gov

Pre Submission Attachment Title	Phase	Submission Period	Date & Time
2. Site Plan (Detail of Magalia and Paradise Lake Loop Trail)	PHASE1	PRE SUBMISSION	10/16/2019 1:58:09 PM
2. Site Plan (Overview of Planned Regional Trails)	PHASE1	PRE SUBMISSION	10/16/2019 1:57:13 PM
3. Photographs (5 photos)	PHASE1	PRE SUBMISSION	10/16/2019 2:08:56 PM
3. Photographs (large)	PHASE1	PRE SUBMISSION	10/16/2019 2:01:42 PM
4. Cost Estimate	PHASE1	PRE SUBMISSION	10/16/2019 4:33:51 PM
5. Community Engagement Summary	PHASE1	PRE SUBMISSION	10/16/2019 4:35:19 PM

Download all Pre Submission Attachments



Post Submission Attachment Title	Phase	Date & Time Attached
No Post Submission Attachments Available to Display		

Questionnaire - Phase1

4 *Eligibility, Statutory Requirements and Project Need (i=italics)*

STEP 1: PROJECT PROPOSAL

Project Summary

Describe the discrete project including expected project deliverables and current site conditions.

Answer: The Project creates a 20-mile multi-use trail loop that connects the disadvantaged community of Magalia to recreation resources. The project provides legal access for the public and emergency vehicles, protects drinking water quality, and expands successful vegetation management efforts. The trail uses a curvilinear, natural surface design that will attract a variety of users and abilities and enhance the quality of life for citizens with limited recreational opportunities. The Paradise Recreation and Park District and strong partners are actively working to develop this network. The project furthers the creation of a backbone trail to connect Sterling City to

Chico along the historic Butte County Railroad. Segments (Yellowstone Kelly Trail and Comanche Creek Trail) have already been developed. Future trail buildout (with the development of underground utility and park trails), will create a regional system that promotes sustainable economic opportunities and promote healthy life-styles. The trail will ease the burden of access to the limited trails and amenities in the area, and provide an amenity that helps promote healing through nature and promote a healthy connection to nature in a community traumatized after the Camp Fire. Our District is prepared to use our Healing Through Nature Program to expand trails experiences.

The trail provides emergency access for fire crews, a base from which to provide shaded fire breaks and fuels reduction options to reduce fire risk, drinking water quality benefits (replace unsanctioned, ad hoc trails with designed trails that reduce erosion and larger buffer to water sources).

Amenities will include trail head improvements (trash cans, parking, restroom, drinking water, and interpretive, kiosk and waypoint signage). These measures will create a regional destination that provides easy access for nearby residents and solves local transportation access to parks and commercial areas.

Project Questions

Applicants must answer the following questions, as applicable. If a question does not apply to the project, indicate "Not Applicable" with a brief explanation. Do not leave blank fields.

Eligibility, Statutory Requirements and Project Need

1 Explain how the project will provide recreational non-motorized infrastructure development and enhancements.

Answer: We are proposing a 20 mile trail system that will link trail users to public lands in the area. The amenities proposed include a natural surface trail loop (with options for the future to expand). While there are trails in the area, few have basic amenities or even signage. Public land is often blocked or without basic signage. Even long-time trail users are not certain if a trail is sanctioned and use welcome. This project will link trails and gravel roads into a system to create improved safe access, and also fosters expectations of stewardship and respect for private property through interpretive signs, maps, and trail expectations. The project will plants native plants in erosion prone areas or as an enhancement (or in some cases, help guide users to the right path), and will also install drinking water, trash cans, and public parking to enhance access on this amazing loop. In addition, the District will harness the efforts of interested agencies and leverage resources from other developments (funding sources, volunteer program, additional partners) which may allow us to create a more mature, encompassing trail system.

2 Explain how the project will promote new or alternate access to parks, waterways, outdoor recreational pursuits, and forested or other natural environments.

Answer: The project creates unprecedented non-motorized connectivity for residents to lakes, parks, views, and undeveloped park land (slated for development as a community center, playfields, play structures, picnic sites, nature trail, and other amenities). Along local rural roads, safe bike and pedestrian access is not an option. Roads have no bike lanes, sidewalks, or even shoulders; safe alternative transportation is not viable. This solves that basic need and also opens up public land for public use. With future additions, the trail will connect to the Yellowstone Kelly Trail, which will provide bike path access the length of Paradise. Beyond the immediate connections, the trail will connect to gravel roads that lead to thousands of acres of US Forest Service and Bureau of Land Management ownership. The trail provides easy access from neighborhoods (walk or ride out your door) while also creating a loop that will have regional interest. And fits within our long-term goal to create amenities and attractions to support recreation based, sustainable economic opportunities that will help our local economy.

3 Explain how the project will encourage health-related opportunities for Californians to reconnect with nature.

Answer: The Camp Fire incurred tremendous trauma on the community. Even before the Camp Fire, Butte County registered the highest ACES (Adverse Childhood Experiences) scores in the state and the lowest rate of high school graduates going to college. The 2018 Camp Fire impacts will traumatize children and families for decades. It is time to invest in this impacted area by providing outdoor experiences to connect residents to nature. The trail provides a natural opportunity with minimal barriers and as a regional draw will attract people from outside of the immediate area.

In addition, the District received funding (\$100K) to develop a county wide program for to develop innovating

ways to integrate environmental education into the fabric of community services to support a holistic approach to education, health and wellness, and resiliency in the face of climate change impacts. We anticipate that this project will yield opportunities to engage youth with the development of the project and once completed provides an outdoor lab for field trips and reflection.

In addition, other major parks in the area, such as Bidwell Park, are plagued with signs of overuse: degradation of trails, soils, native plants, and the overall trail experience. This project will provide Californians an opportunity for appealing alternatives and will alleviate overcrowding and overuse.

4 Explain how the project builds on regional and interconnected trail networks to provide new or improved access to parks, waterways, outdoor recreation, forested and other natural environments.

Answer: Project will provide a backbone for a real trail system. While there are trails in the area, they are plagued by poor signage, poor design, and limited public access. This trail would be the most significant piece added to the beginnings of the reconnected, historic Butte County Rail Trail. The Yellowstone Kelly Trail (Paradise) and Comanche Creek Trail (Chico) are aligned on the former Butte County Railroad, The Railroad historically connected Sterling City with the Diamond Match Company in Chico. The project provides another phase toward a regional trail that will provide residents with daily access and potentially attract regional tourism. The District is working on unique solutions (such as using existing ROW or recently installed underground utilities to connect the trail.

5 How will the project provide recreational non-motorized infrastructure and trails that lead to safer interconnectivity among parks, waterways, and natural areas?

Answer: Currently, the Magalia area has no bike lanes and only a few sections of connected sidewalk. The area has few shoulders along busy right of ways. Pedestrians and bike riders either must use the road or travel along ditches. While there are a few trails on public property they are not designed, are not connected to other properties, and have few signs or maps. This project solves some of these basic problems with an interconnected trail system that will directly connect some neighborhoods to park, public land access, and even safer routes to schools and stores. While this is not a paved trail, it will provide a natural experience and we believe may allow residents easier access to stores than even the roadway. The trail will connect to existing trails, creating an instant network. Maps, kiosks, waypoints, and online resources will allow residents to be aware of trails, trail stewardship, and the importance to honor private property near the trail.

6 Explain how the project connects to needs identified in an existing and approved local, or regional trails plan.

Answer: This project supports a number of important local planning documents. As the Butte County Resource Conservation District (2018) prepared the Butte County Trails Plan: A Framework for Collaboration notes: "Trails are key to Butte County's quality of life. Improving our trail system would return significant public health benefits, stimulate economic development, increase the revenue base for local government, and help protect communities from wildfire. The Butte County General Plan recognizes the importance of trails -- and it also recognizes that a great trail system can only be achieved through collaboration." Trails are an important feature identified in the Butte County General Plan 2030 which directed Butte County staff to "cooperate with appropriate agencies to conduct a countywide trail planning study." In addition, this project supports recovery projects from the Long-Term Community Recovery Plan (2019) developed for the Town of Paradise following the Camp Fire. After a robust community engagement process, the document lays out a consensus vision for rebuilding the town and surrounding area. In particular, the plan identifies trails, fuels management, and developing the area as an Outdoor Destination. The plan explicitly notes the connection to the Yellowstone Kelly trail as an important foundation of this strategy. In addition, public input to the District's Master Plan (2016) notes that trails and supporting amenities were one of the most important new features for the District to support.

7 If the project is serving a disadvantaged or severely disadvantaged community, identify which type of community.

Answer: I

Answer: The project serves a severely disadvantaged community.

Using the DAC Mapping Tool, most of the trail is adjoining or on a 2016 Census Block with a Mean Household Income (MHHI) of just \$29,398, about 44% of the 2017 US Census Bureau Median Household income for California (\$67,169). The project will benefit this neighborhood the most. Even moving out to a roughly 4-mile radius of the site, the population (over 26,000 people) is just above the mark (61%) for severely disadvantaged community (a weighted MHHI of \$41,292).

This trend also bears out using the California Parks and Recreation (CPR) Community Fact Finder. Although we picked a point that serves as the main trailhead area, indicating a MHHI that is above the severely disadvantaged community definition (69%), moving the centroid to other trail locations or trailheads will show areas of reduced income (for example an MHHI of \$39,421 may be found just north of the location that we selected). Rather than game the location, we selected the main trailhead area, which indicates that over 20% of the population is at poverty, with significant youth (14%) and senior populations (36%). Using either method indicates that the project serves severely disadvantaged or disadvantaged communities.

8 If the project is serving a disadvantaged or severely disadvantaged community, explain how the project is serving the community and list the direct benefits provided. (see definition of Serving a Disadvantaged or Severely Disadvantaged Community in Appendix P).

Answer: Based on a 2018 NRPA demographic study of the undeveloped Lakeridge park (one of the trailhead locations) in Magalia, over 22,650 residents live within a 15-minute drive of the facility (over 10,000 within 10 minutes). While the population may have shifted as a result of the Camp Fire, the needs for facilities have only grown. The project provides several benefits:

- Safe walkable and bikeable access from neighborhoods to the future park site and near stores.
- A connected loop that provides unique access to public lands to provide access to fishing, playstructures, existing trails, views, and paddling access.
- Attract positive uses and public surveillance of areas formerly occupied by homeless encampments and other uses.
- Healthy exercise options and a more positive interactions with the natural environment.
- Opportunity for the District to provide low-cost programs and events (i.e. regular walking events, bike programs, etc.) for residents.

9 If the project is not serving a disadvantaged community, describe how the 20 percent match requirement will be met.

Answer: Project will clearly serve a disadvantaged community. We will likely attract additional funding to support this project if needed.

10 Describe how the public will benefit from the project.

Answer: The project:

- Provides the opportunity for residents to enjoy inexpensive recreation and improved connections to neighbors.
- Allows more positive uses and reduces illegal activities such as illegal camping, dumping, and drug manufacture.
- Provides designed natural surface trails that will improve water quality by reducing erosion and creating a buffer to a drinking water source.
- Allows for fire and trail crew access for emergencies, fuels management, and maintenance.

11 Explain how the project addresses a critical statewide need.

Answer: This project creates a model, multi-use park development that provides a clear statement for climate adaptation especially for a changing fire regime and the ability of a community to protect against fire, but also to provide much needed safe haven in case of an event. This project will provide defensible space on a steep slope, upwind area and fits well into the fire priorities of the area (enhances the ability of Magalia Reservoir to limit the spread of wildfire). In addition, the park development is likely to be more watershed friendly (storm-water and more green/open space) than the slated development of all commercial use of the property. Finally, as Butte County has the highest rate of Adverse Childhood Experiences, this provides a safe venue to allow families access to exercise and reconnecting with nature.

12 How will the project provide workforce education and training, contractor, and job opportunities for disadvantaged communities? If not practicable, explain why.

Answer: If the project is approved, we foresee a variety of opportunities for workforce education and opportunities as part of the project. The District currently works with several work training organizations (Alliance for Work Force Development, Displaced Farm workers, Work Training Center, and service-learning organizations) some of these organizations provide employment to displaced workers from the Camp Fire. Currently, we are working with displaced farmworkers on a variety of projects that include trails building. This funding should overlap with the initiation of this project. We will also reach out to local schools to complete some aspects of the trail building and design. In addition, the District is developing a volunteer program and part of that effort will be the training of a crew to service trails (this was also a need noted in the Butte County Trails Plan (2018). Furthermore, we

are working with Outdoor Education for All and Chico State Ecological Reserves to develop a healing forest training program and crew, which will provide training and opportunities for stewardship.

13 Describe how the following is included in the project design; if not feasible, explain why:

a. Efficient use and conservation of water supplies.

b. Use of recycled water.

c. Stormwater capture to reduce stormwater runoff, reduce water pollution and/or recharge groundwater supplies.

d. Provision of safe and reliable drinking water supplies to park and open-space visitors.

Answer: Much of the trail will be within sight of a municipal drinking water source for the area. Therefore, protection of this important water source and reduction of erosion is paramount in this project. The project will create trails that will shed water and avoid crossings to minimize erosion. We will provide the public with drinking water at two locations (a water re-filling station at Paradise Lake and a potable water retrofit of an existing well at Coutolenc Park). The parking area will utilize best management practices and will be designed with pervious surfaces and likely a bio-swale and/or a stormwater and infiltration basin.

14 What will happen to the project if grant funding is not awarded (e.g., loss of matching funds, impacts on overall project vision, project momentum, timing difficulties, etc.)?

Answer: Support of this project will demonstrate compelling support for the future of this community that undergone a significant trauma following the Camp Fire and loss of recreational resources and facilities in Paradise. Magalia has been underserved for public recreational facilities for decades. There is tremendous momentum for this project following energized public meetings and completion of the Butte County Trails Plan in 2018. We will endeavor to move forward with this project, but funding especially large-scale funding will make a huge positive impact for the community and beyond and develop a significant trails resource that will serve as a hub for a future regional trail system. Movement with minimal funding and volunteers will likely take decades, whereas we expect full completion in less than 3 years.

Innovative Transportation Projects for Disadvantaged Youth (if applicable)

15 Describe how the project provides new and expanded outdoor experiences for disadvantaged youth?

Answer: This opens public land and nature to a community with few opportunities. Post Camp Fire the Community suffers from a collective emotional and mental health issues (stress, Post-Traumatic Stress Disorders (PTSD), sleepless nights, family conflicts, "fire brain"). Addiction and other issues are of great concern throughout the community. This is now a community even more in need with the loss of emergency room, mental health, and even dental service. Some developed recreational opportunities resided on private homeowner's association land (facilities not to the public).

16 Explain how the project is innovative in providing services to disadvantaged youth?

Answer: Butte County is the third poorest county per income capita in the State. County youth have the highest ACES (Adverse Childhood Experiences) scores in the state (survey was completed prior to the near failure of Oroville Dam and Camp Fire in 2013) and the lowest rate of high school graduates going to college. The 2018 Camp Fire impacts will traumatize children and families for decades. It is time to invest in this less populated area of the state by providing positive environmental experiences to connect youth and residents to the natural resources in the area in a positive manner.

The District is working on innovative programs for youth and developing and more fully utilizing facilities that provide social and outdoor experiences. We have received funding to develop an innovative healing through nature program and this trail will likely be an important venue. We are developing funding to support these goals and expect to move forward in a relatively short period of time. For example, once Lakeridge Park is developed it will provide a community center and programs (including nature experiences and hiking and biking classes and meet-up experiences). The District will also be offering water sports programming (for example, kayaking instruction and regular paddling opportunities) and at Paradise Lake. We also provide camps at Camp Coutolenc. A connecting trail potentially removes transportation barriers and provides

17 Describe how this project might be used as a model or easily transfer to other communities and/or organizations or explain the unique conditions in the community that make this project a good fit.

Answer: The project provides an excellent model for 1) innovative multi-use land management that incorporates community fire risk reduction measures into the public use, 2) community engagement and partnership building to complete the trail (the project will pool resources of federal and local agencies, along with citizens and non-

profit organizations on a significant project), and 3) develop the trail in community areas to provide a safe alternative transportation option in a foothill community.

Statutory and Program Priorities

18 What is the status of Applicant's consultation with the California Conservation Corps or a certified community conservation corps about the project?

Answer: We have spoken informally with the local CCC, while they may provide some clearing and fire fuels reduction, we will file for consultation with CCCs on the trail work. We believe that this will be a flagship project that the CCC will be interested in participating.

19 How does the project leverage private, federal or local funding?

Answer: The project will leverage investments in public land (local districts and federal government). We are also developing major funding to develop a community park and natural area at Lakeridge Park (Magalia). This will serve as a major trailhead and departure point for the trail. We also will utilize Alliance for Workforce development crews on this project if the funding coincides with our current partnership. We received funding for a healing though nature program that will allow use of the trail. In addition, we will utilize a very eager local volunteer force to complete some of the work and engage on the project.

20 Describe any water efficiencies, stormwater capture for infiltration or reuse, or carbon sequestration and greenhouse gas emissions reduction features included in the project design. If not feasible, explain why.

Answer: Estimates of carbon release from the Camp and Woolsey Fires amounts to roughly all annual emissions in California related to electricity production. Because this project builds in a corridor for shaded fuels management and a sustainable defensible border, this project may reduce the impacts from the release of carbon associated with catastrophic wildfire. In addition, the trail itself may reduce car trips and encourage bike and pedestrian use in the area, which is currently extremely dangerous because of the lack of bike lanes and shoulders.

21 What solutions to prevent displacement are included in the project?

Answer: This project will not result in displacement.

22 What features included in the design are intended to maximize safe and equitable access to the project?

Answer: The project will provide neighborhood access straight from the end of people's neighborhood streets into the trail in Magalia. The project includes signs and volunteers that will keep an eye on maintenance issues. Access will also be available from streets.

Project Readiness

23 If the requested funds are insufficient to cover all project costs, what is the funding gap and how will it be bridged?

Answer: The District would welcome at least partial funding and have found potentially private funders that will agree to fill the gap. We have some funding set aside for planning and some trail building at Coutolenc and Lakeridge Parks and are willing to commit District funds in subsequent Fiscal Years.

24 On a scale of 1-10, how ready is the project for implementation?

Answer: 8.500

Answer: We would rate the project as an 8 or 9. The project is ready for implementation. We will need to develop trail alignment, agreements with the Federal agencies (we are working on an agreement with the Paradise Irrigation District), and additional public outreach. We will be able to utilize some of the Environmental Surveys and plans already developed. We have the capacity to implement the project and complete these tasks with willing, enthusiastic partners.

25 Describe the status of the following items, including anticipated timing for completion of each:

- a. Preliminary design.
- b. Environmental documentation (CEQA) (see definition in Appendix P).
- c. Necessary permits and long-term operation and maintenance commitments/ agreements.
- d. Willing seller (for acquisition proposals, e.g., purchase agreement, option, discussions, etc.)
- e. Other funding sources needed to complete the project.

Answer: Some aspects have been initiated and 3 months to complete preliminary design and CEQA. Fortunately, the property is on land in public ownership with recreational uses and several survey have been completed related to the timber harvest plans. While some coordination is required for crossing of roads, the County is very supportive of the project. If awarded, we do not need additional funding sources to begin and have secured some planning, program, and trail building funds.

26 List all entities with jurisdiction over the project and the status of notifications, agreements, meetings, etc.

Answer: The Paradise Recreation and Park District has preliminarily discussed the project with the following organizations: Paradise Irrigation District, US Forest Service, Bureau of Land Management, County of Butte. While we may need some additional agreements, we anticipate that they will be in place prior to the project. We anticipate deeper discussions if the project passes the preliminary test.

Organizational Capacity

27 Describe applicant's experience in completing similar projects.

Answer: Applicant has completed a variety of trails projects and staff have completed a variety of high-profile natural surface trails in the area. The District has a 70-year record of successful completion of multiple deliverable, multimillion-dollar capital projects.

28 Describe applicant's fiscal capacity to carry out the proposed project on a reimbursement basis.

Answer: The District has a healthy cash flow with deposits currently well in excess of \$2 M. Our District can operate on a cash reimbursement basis and we do have additional credit resources to tap into if necessary.

29 Describe applicant's plan for long-term operations and maintenance of the project (see Appendix I for requirements).

Answer: The natural surface trail will require seasonal maintenance. The trash pickup and portable potties will be serviced as needed. We will develop a maintenance manual specifically for the trail. Agencies will likely maintain their own trail as necessary, but we will foster a volunteer organization to help with certain tasks.

30 What is the source of funds for ongoing operations and maintenance?

Answer: The District plans that programs and trail events (i.e. races) from Lakeridge Park and events, rentals, and fees at Paradise Lake will generate income to help pay for maintenance. Operations can absorb the trash pickup and trail surveillance. In addition, our community is starved for such a feature and we have experienced considerable interest with volunteers, and we will develop a volunteer program to provide meaningful tasks to maintain this new amenity.

31 Describe applicant's experience in managing other grant funded projects.

Answer: The District and staff have managed over \$20M in grant funded projects over the last 20 years. We have the accounting and project management capability to successfully complete this project.

Collaboration

32 Describe partnerships with other entities and their corresponding roles in the project.

Answer: As the project continue, we see potential partners including: Boys and Girls Clubs of the North Valley, Butte County 4-H, Butte College, Butte County Behavioral Health, Butte County, Fire Safe Council, Butte County Office of Education, Butte County Public Health, California State University, Chico, Chico Velo Cycling Club, Community Action Agency of Butte County, Inc., Explore Butte County, Gateway Science Museum, Girls on the Run of the North State, Help Central Butte-Glenn 2-1-1, Latinas In Action/Every Kid Outdoors, North Valley Community Foundation, Odyssey Teams, Inc, Outdoor Education For All, Paradise Bikes, Paradise Unified School District, Stream Team, Thrive Homeschool Program and Camp Wild Heart Summer Day Camp, University of California Agriculture and Natural Resources, and the University of California Cooperative Extension.

Many of these groups will use the volunteer, educational, service-learning opportunity that the trail and public access provide. Some of the groups, such as the Butte County Fire Safe Council and Butte County Resource Conservation District will likely provide maintenance and vegetation help.

33 Describe past, current and future community involvement (neighbor/user groups, etc.), outreach, partnerships, and

support for the project.

Answer: We anticipate a vigorous public excitement and participation as the project moves forward. The District conducted community input and planning efforts in the area starting in 2010; and though we did not have funds to develop the park and trails we have continued public engagement, taking advantage of a variety of public venues.

The long shadow of the Camp Fire has brought on an acceleration of opportunities and a rethinking of how the development of parks, recreation, and managing wildland areas within the District boundaries will contribute to fire and climate adaptation.

The Camp Fire aftermath has allowed for PRPD and the Magalia residents to rethink community needs and our response and the District has participated in numerous meetings in 2019 (we can provide an extensive list).

Whereas Paradise was the center of PRPD's operations and Magalia residents' recreational opportunities, the loss of over 90% of structures and the population has changed that reality and prompted us to focus on Magalia and the Upper Ridge, our new center of population within the District. The Community has clearly articulated the need for trails, community space, and the expansion of the original park concepts.

Additional Project Characteristics**34 Describe community stewardship opportunities provided by this project.**

Answer: We expect volunteers from the public and the long list of organizations listed above. We will build the project into our Healing Through Nature program. This will result in several workdays that we foresee extending into the future to maintain the trail.

35 Describe any ADA access and improvements to the project (see definition in Appendix P).

Answer: We will provide ADA parking at Coutolenc Park and a looped trail that will be a natural surface (this may be upgraded if funding allows) with an ADA grade and signage appropriate for all-abilities to make decisions on trail use.

36 Explain how the project incorporates climate adaptation strategies to help protect against climate impacts.

Answer: A significant motivation for this project is to provide access for fuels management projects and emergency access, this is clearly a mitigation that helps support climate adaptation strategies. Reducing erosion and protecting water quality is also measures for the future to protect this important drinking water source.

37 Explain how the project addresses economic, environmental, social, community need, improved physical and mental health or provides benefits not previously discussed.

Answer: We've been explicit about the benefits of this project with the local community and feel that this project contributes to a variety of needs.

38 Describe any other project characteristics not previously discussed that would contribute to the evaluation of the project proposal.

Answer:

Certification And Submission Statement**Please read before signing and submitting application.**

I certify under penalty of perjury:

- The information entered on behalf of Applicant Organization is true and complete to the best of my knowledge;
- I am an employee of or a consultant for the Applicant Organization authorized to submit the application on behalf of the Applicant Organization; and
- I understand that any false, incomplete or incorrect statements may result in the disqualification of this application.

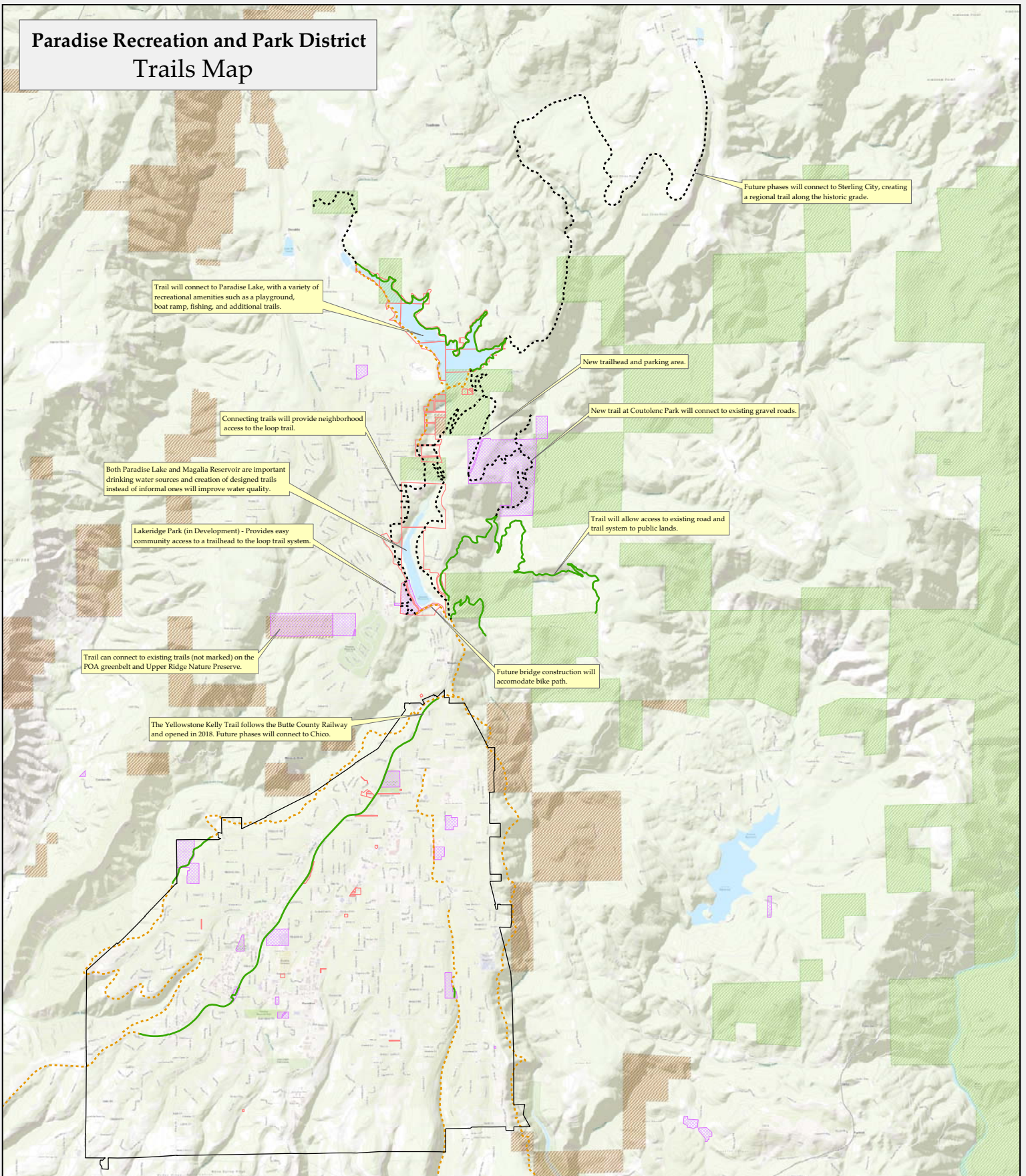
By signing this application, I waive any and all rights to privacy and confidentiality of the proposal on behalf of the applicant, to the extent provided in this RFP.

Submission By: defseaff


Submitter Initials:

Submission Date:




Paradise Recreation and Park District Trails Map

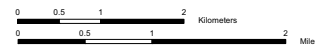


Legend

-  PRPD Recreation Facilities
-  BLM Land
-  US Forest Service
-  Paradise Irrigation District Parcels
-  Town Limits

Trail Status

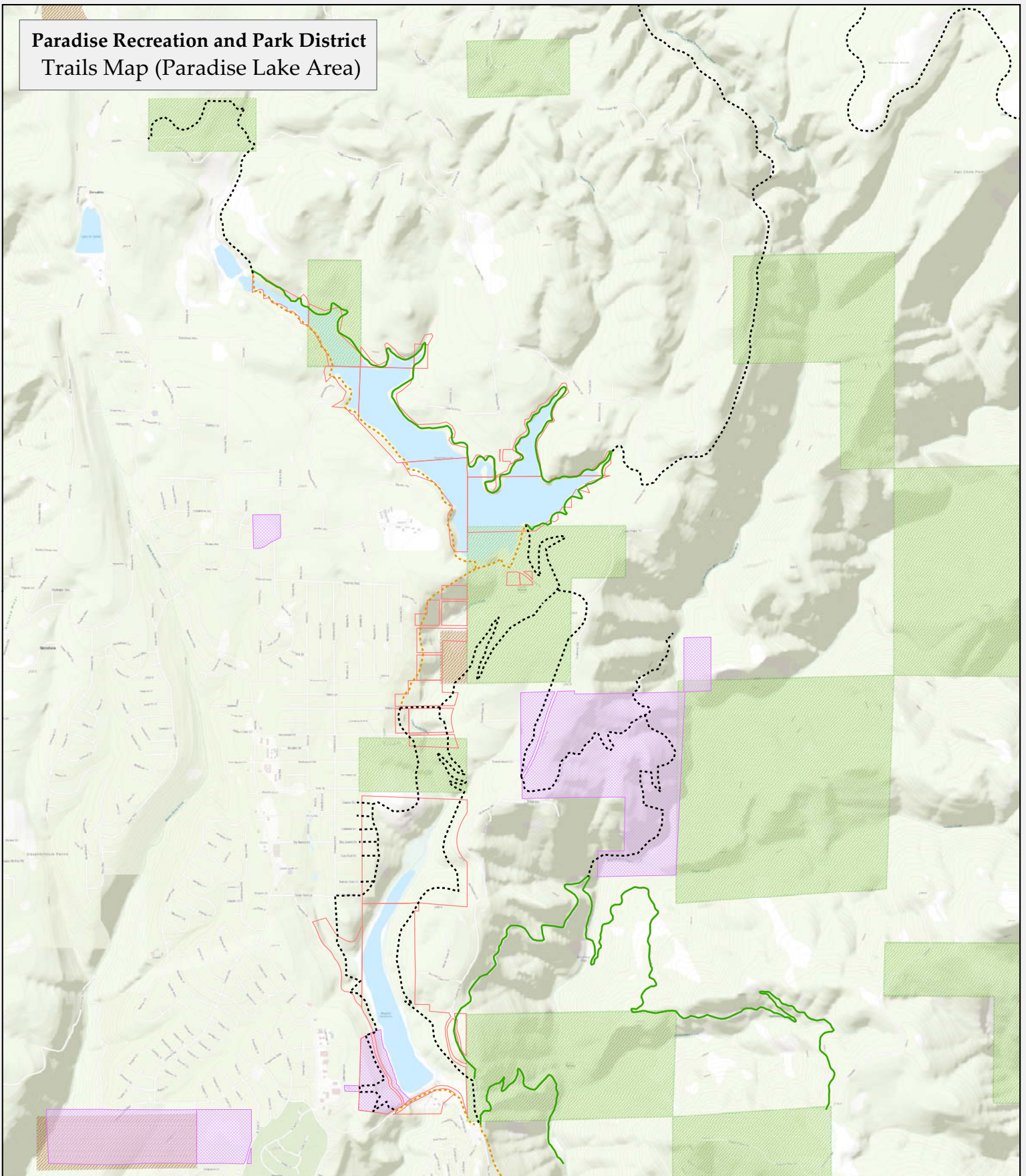
-  Existing
-  Future
-  Proposed







This map is the product of the Geographical Information Center at CSU Chico. Although reasonable efforts have been made to ensure the accuracy of this map, the Town of Paradise and the Geographical Information Center cannot guarantee its accuracy.

Source: Recreation Facility and trail data from Paradise Recreation and Park District. Revisions as of Oct 2018.




Paradise Recreation and Park District Trails Map (Paradise Lake Area)



Legend

-  PRPD Recreation Facilities
-  BLM Land
-  US Forest Service
-  Paradise Irrigation District Parcels
-  Town Limits

Trail Status

-  Existing
-  Future
-  Proposed



This map is the product of the Geographical Information Center at CSU Chico. Although reasonable efforts have been made to ensure the accuracy of this map, the Town of Paradise and the Geographical Information Center cannot guarantee its accuracy.

Source: Recreation Facility and trail data from Paradise Recreation and Park District. Revisions as of Oct 2018.



Figure 1. Pre-Camp Fire photo demonstrates one of the views of Sawmill Peak. The property is also slated for the development of a community park and center for this underserved and disadvantaged community.



Figure 2. Trail expansion at Coutolenc would lead to easier access to the West Branch of the Feather River (picture taken from Coutolenc Park after a rugged cross-country hike down the canyon).

State of California – The Natural Resources Agency
Recreational Trails and Greenways Grant Program (RTGGP)



Figure 3. With a trail along the shoreline, 2 boat launches, a playground, kayaking, and good fishing, Paradise Lake will be a definite destination along the proposed bike loop trail.



Figure 4. Skid trails have created opportunities for trail building. This beautiful view is taken from an access point and could be available to the public (Dogtown Road).



Figure 5. Even though this road dead ends into public (USFS) property, encroachments (fence) and signs (no trespassing or parking) limit public access to land legally available for public use. Maps, outreach, and trailhead signs will encourage responsible use.

10/16/2019

OUTLINE FOR PROJECT SELECTION CRITERIA RESPONSE

Purpose:

SPP applicants may use the following Outline format to respond to the “Project Selection Criteria”.

The “Project Selection Criteria” section is found on pages 14 through 32 of the Application Guide available at parks.ca.gov/spp.

Format Overview:

- ✓ This document gives applicants a template to structure the response to the Project Selection Criteria. Please follow the same Outline to respond.
- ✓ **Please delete the sentences shown in highlight** before sending the application. The sentences shown in highlight are directions copied from pages 14 through 32 of the Application Guide.
- ✓ Most of the required responses will be in a chart format.
 - There is no page limit.
 - Responses can be single spaced or double spaced lines.
 - Please use 12-point font. “Arial” font is preferred.

As a reminder, “technical assistance” for the Project Selection Criteria is available on pages 57 through 69 of the Application Guide available at parks.ca.gov/spp.

OUTLINE FOR PROJECT SELECTION CRITERIA RESPONSE

Applicant Agency/Organization Name: Paradise Recreation and Park District

Project Name: Camp Fire Community Recovery – Lakeridge Park Development

PROJECT SELECTION CRITERION #1 - CRITICAL LACK OF PARK SPACE

Ratio of park acreage per 1,000 residents according to the FactFinder report	FactFinder Report ID Number (found on the top right corner of the report)
0.18	Project ID: 8460

The ratio may be misleading, as it likely includes the abandoned golf course, which does not provide sanctioned public access. More significantly, there are no developed public parks for the 12,000 to 14,000 people that live in Magalia and the Upper Ridge that as an unincorporated (yet relatively densely populated) area has often not received resources.

PROJECT SELECTION CRITERION #2 - SIGNIFICANT POVERTY

A.

Median Household Income according to the FactFinder report	FactFinder Report ID Number (found on the top right corner of the report)
\$46,960	Project ID: 8460

B.

Number of People Living in Poverty according to the FactFinder report	FactFinder Report ID Number (found on the top right corner of the report)
147	Project ID: 8460

PROJECT SELECTION CRITERION #3 - TYPE OF PROJECT

TYPE OF PROJECT	QUALIFIERS
<input checked="" type="checkbox"/> NEW PARK	<p>How the PROJECT SITE qualifies as a NEW PARK:</p> <p>Use of the project site was undeveloped open space and watershed land for the nearby Magalia reservoir. There were no basic improvements or even signs identifying the land in public ownership.</p> <p>We also seek to purchase undeveloped commercial land with recently removed hazard burned and damaged trees.</p> <p>The Paradise Recreation and Park District (PRPD) seeks funding to develop the Lakeridge Park property as a community asset and recreation facility. In 2010, PRPD entered into an agreement with the Paradise Irrigation District (PID) to provide recreation and park uses. PRPD also purchased 1.28 acres to provide “front door” access to the property and completed required sidewalk and driveway improvements.</p> <p>PRPD conducted community input and planning efforts in 2010 and 2011; however, without funds for development, the area has provided only limited walking, hiking, and biking uses. Existing trails weave across the PID property though few people even knew it was slated for park development.</p> <p>In 2018, PRPD earmarked funds for developing a management plan and some minor improvements such as a welcome kiosk, trail signs, maps, and trash cans. We were anticipating developing the conceptual plans for funding.</p> <p>The Camp Fire disrupted those plans.</p> <p>The long shadow of the Camp Fire has brought on an acceleration of opportunities and a rethinking of how the development of parks, recreation, and managing wildland areas within the District boundaries will contribute to fire and climate adaptation.</p> <p>The Camp Fire aftermath has allowed for PRPD and the Magalia residents to rethink community needs and our response.</p> <p>Whereas Paradise was the center of PRPD’s operations and Magalia residents’ recreational opportunities, the loss of over 90% of structures and the population has changed that reality</p>

and prompted us to focus on Magalia and the Upper Ridge, our new center of population within the District. The Community has clearly articulated the need for community space and the expansion of the original park concepts.

We believe that the development of strategically located parks will enhance healthy recreation opportunities, improve fire safety, and provide economic opportunities. Healthy buffers with improved connections to existing roads will improve emergency response and provide the community with increased confidence that well-managed lands will enable safer homes to develop in appropriate areas.

There is no better model for this than the project than the Lakeridge project.

While PRPD is developing separate funding for the wildland area of the property for fuels reduction, trails rehabilitation, invasive plant removal, and climate sensitive replanting efforts, we seek SPP funds for a new developed park that will provide new recreation opportunities and community gathering place that this Community has never known.

Lakeridge Park will transition from the forest into open fields, fire-resistant park amenities and landscaping into the more urbanized area of the community. This will allow for a larger buffer and transition between the wildland and urban interface. The park will be developed as an evacuation center and with shelter in place folded into the design.

In addition, the development of commercial tenants in appropriate areas may allow for income for the District over the next decades to pay for maintenance as the area recovers economically.

Because of the unique circumstances, this is a fast-moving process that creates a unique (urgent) opportunity to expand existing recreation and park properties for this underserved community. Out of the ashes of the destruction, we are working with citizens to develop solutions that fortify and expand fire adaptation, recreational and economic opportunities, and protect resources.

This is an unprecedented opportunity to help a region and community recover from the effects of the Camp Fire, we urge support for the community and this project.

PROJECT SELECTION CRITERION #4 - COMMUNITY BASED PLANNING

A. How many MEETINGS occurred in the CRITICALLY UNDERSERVED COMMUNITY?

MEETING Date/Year	MEETING Type, Venue, Address	Times (am/pm)	Day of Week	Description of MEETING location/time convenience
2011	Public Input meetings to discuss community needs 6626 Skyway,	Various	Various	Series (3+) of Meetings included evenings and were at the Terry Ashe Recreation Center (the nearest local governmental building for Magalia, no local government meeting space)
Jan (various), 2019	Public Display of projects, Paradise Alliance Church/CMA, 6491 Clark Rd. Paradise, CA	Various.	Various	CalPoly and Montana State students and faculty developed designs to support rebuilding efforts in areas impacted by the Camp Fire
Various Public meetings (at least 11) plus 3 steering Committee meetings	Public input. Most at Paradise Alliance Church/CMA, 6491 Clark Rd. Paradise, CA.	Various Mostly evenings (6 or 7 pm to 8 or 9 pm), one at 1:30-4 pm, one at 10 am – noon.	Weekdays T (5), W (1), Th (4), F (1)	Town of Paradise/UDA (consultant) Meeting to support Long-Term Recovery Plan. While the focus was on Paradise, Upper Ridge and Magalia residents also participated and the consultant also incorporated and shared comments with us.
Winter/Spring, 2019	Input meetings. 6626 Skyway Paradise, CA.	Various start times. 9 am to 4 pm.	Weekday. 1 Weekend	Informal meetings with Magalia representatives at Terry Ashe Recreation Center.
6/14/19 7/10/19	Recreation and Park Committee. Field visit (included Magalia, CA). BOD meeting, partner update	4 – 7 pm	Th W	Public meeting to visit potential acquisitions, several stops including Magalia. Public meeting for members of the public to receive an update of their programs and facilities of District partners.

MEETING Date/Year	MEETING Type, Venue, Address	Times (am/pm)	Day of Week	Description of MEETING location/time convenience
6/17/19	Youth Services Summit	10 am – 2:30 pm	M	Meeting to determine organizational and youth (and their service providers) needs for Paradise, Magalia, and Upper Ridge.
7/11/19	Open House and Input 15204 Skyway, Magalia, CA (Seventh Day Adventist Church)	6-8 PM	Th	The Upper Ridge Community Council, the Unmet Needs Roundtable, and Long-Term Recovery Group partnered with agencies to host a Magalia Open House. Main topics included 1) Fire Safety, 2) Communications, and 3) Town Center Development (Parks, infrastructure & business development)

B. For each MEETING listed in the response to 4(A), what method(s) did the APPLICANT or partnering community based organization(s) use to invite RESIDENTS? In the combined set of MEETINGS, was there a BROAD REPRESENTATION of RESIDENTS?

MEETING Date/Year	Description of the method(s) used to invite RESIDENTS to this MEETING.	Number of RESIDENTS who participated in this MEETING.	General description of the RESIDENTS (youth, seniors, families or other groups) who participated in this MEETING.
2011	Public notices	Good participation. Dozens attended and provided contact.	A broad variety of residents participated, but most participants were older adults and seniors.
Jan (various), 2019	Tied in with Town of Paradise meetings and news releases.	At least 60	A variety of local residents engaged in the planning process below.
Various Public meetings (at least 11) plus 3 steering Committee meetings	The consultant used social media and news releases effectively.	At most meetings, hundreds participated amounting to thousands over the	Broad swath of participants. The consultant even added Broadcasting live to reach displaced residents. Please see www.makeitparadise.com

MEETING Date/Year	Description of the method(s) used to invite RESIDENTS to this MEETING.	Number of RESIDENTS who participated in this MEETING.	General description of the RESIDENTS (youth, seniors, families or other groups) who participated in this MEETING.
		course of the meetings.	
Winter/Spring, 2019	Emails to representatives from community organizations	3-4	Adults
6/14/19 7/10/19	Website, news releases, social media, public meeting postings	Over 20 total (only 2 on field trip)	Adults from across the District (Upper Ridge, Magalia, Paradise, Concow, Yankee Hill, Butte Creek Canyon)
6/17/19	Website, email, flyers, word of mouth.	Over 70	Mostly adults from organizations that provide youth services. We will develop a future meeting to share findings.
7/11/19	Email, social media	Over 150	Representative of a variety of Upper Ridge and Magalia residents. Please see www.rebuildingbutte.com for details.

PROJECT SELECTION CRITERION #4 - COMMUNITY BASED PLANNING

- A. During the MEETINGS that occurred in the CRITICALLY UNDERSERVED COMMUNITY, how were the RESIDENTS enabled to DESIGN the PARK using Goals 1-3?

GOAL 1

Selection of the recreation feature(s)

Process: The 2011 meetings developed a modest list of park features (tempered by financial realities) for Lakeridge Park.

One positive impact of the Camp Fire has been the acceleration of opportunities and a rethinking of how the development of parks, recreation, and managing wildland areas within the District boundaries will contribute to fire and climate adaptation. Partner meetings for the long-term disaster recovery and community needs and changing landowner needs have influenced our approach to the Lakeridge Property.

Whereas Paradise was the center of PRPD's operation and source for recreational opportunities for residents, the loss of over 90% of structures has dramatically changed that reality and prompted us to focus on Magalia and the Upper Ridge, our new center of population within the District.

The Community has clearly articulated the need for community space and the expansion of the original park concepts.

As a District with a reputation for being responsive to our citizens and customers, we also receive input and suggestions from the active public on a regular basis and the plans reflect those needs.

As the project matures, we look forward to sharing the next evolution and obtaining additional community input on the conceptual designs.

DESIGN of the RECREATION FEATURE(S)

Process: Residents participated in a conceptual planning process in 2011, where they were able to collectively note priorities. However, the recent process relied on the District participation in partner planning meetings and contact with interested individuals. The disruption of the Camp Fire has prevented a more typical public meeting process. However, in the next few months, we will actively seek input on the developed design concepts with a series of meetings leading to a site visit.

List of design ideas: Input reflected a variety of ideas to make Magalia and the Upper Ridge more self-sufficient and reduce the reliance (and travel) to outside communities for basic recreation and community needs. The ideas include recreational amenities considered basic to many communities, but not available in the community such as courts, playfields, playgrounds, drinking fountains, and picnic sites. Community members also were very enthusiastic about development of a botanical garden. As the botanical garden relied on community support and

volunteers, the model may have to be changed in a post Camp Fire reality. We've modified our approach to provide a native plant demonstration area.

GOAL 2

Location of THE RECREATION FEATURE(S) within the PARK.

Process: Placement was based on the existing property ownership at earlier meetings and utilized guided meetings with schemata and feedback on developed maps. We will need to obtain concurrence with a similar process on an updated vision based on the new potential acquisitions and opportunities that it entails.

List of Reasons: Locations of features reflected a desire of the public to minimize impact to existing trees. With the removal of fire-damaged trees, the addition of new features, and additional high visibility acquisitions, we will need to reimagine the locations.

GOAL 3

Safety and PARK beautification

Process: As above, part of park planning process.

List of safe public use ideas: Some of the ideas concerned homeless encampments and the need for more open vegetation (which will also benefit fire risk reduction).

List of park beautification ideas: Native plant usage, vistas, modern buildings, attention to park vandalism.

PROJECT SELECTION CRITERION #5 - EMPLOYMENT OR VOLUNTEER OPPORTUNITIES

<p>A. Brief Description of the Meaningful Employment or Volunteer outdoor learning opportunities for residents and/or CORPSMEMBERS <u>between June 5, 2018 until PROJECT COMPLETION.</u></p>	<p>B. Number of RESIDENTS and/or CORPSMEMBERS</p>
<p>The project will provide short term construction work. We will also work with university student and faculty volunteers in the design and outreach for the project. Post Camp Fire, many groups and companies have offered volunteer help and clean-up or build days. In response, we also are developing a volunteer and in-kind donation program. Residents have also pledged volunteer service long-term for the park.</p>	<p>About 22-38</p>

C. Outcome of the Corps Consultation Process:

We did not use the consultation review process. We have worked with the Corps on past projects and feel that there are opportunities to work with them in the future on this property. We will reach out to them to see if they can work with us on this project (especially the site preparation, trails, planting, and vegetation work).

Is it feasible for the Corps to work on a project component?	If yes, list the binding/agreed upon services to be performed by the Corps.	If yes, list cost of work for each service	If Corps offered services, but applicant declined, provide reason.
No <input type="checkbox"/> Yes <input type="checkbox"/>	In process		

PROJECT SELECTION CRITERION #6 – PARTNERSHIPS OR COMMITTED FUNDING

A. Name and General Purpose of Organization (specify if it is a HEALTH ORGANIZATION)	B. Partnership Role specific to this PROJECT such as assisting with community based planning, contributing volunteer hours or materials, or funding support
Art from the Ashes	Assistance with development of public art project (and program for youth)
Paradise Irrigation District	Provide 20 acres of land for Park uses.
Sierra Nevada Conservancy Wildlife Conservation Board California Parks and Recreation Society/PlayCore, Butte Strong Foundation, North Valley Community Foundation	Potential funders considering proposals (some in progress but will be submitted within the next month).
Odyssey Teams	Provide guidance on Rope Course Development. Potentially operate classes out of Adventure Park/Ropes Course facility.
Paradise Recreation and Park District	Committed funds to project.

As the project continue, we see potential partners including: Boys and Girls Clubs of the North Valley, Butte County 4-H, Butte College, Butte County Behavioral Health, Butte County, Fire Safe Council, Butte County Office of Education, Butte County Public Health, California State University, Chico,, Chico Velo Cycling Club, Community Action Agency of Butte County, Inc., Explore Butte County, Gateway Science Museum, Girls on the Run of the North State, Help Central Butte-Glenn 2-1-1, Latinas In Action/Every Kid Outdoors, North Valley Community Foundation, Northern California Ballet, Odyssey Teams, Inc, Outdoor Education For All, Paradise Bikes, Paradise Unified School District, Stream Team, Thrive Homeschool Program and Camp Wild Heart Summer Day Camp, University of California Agriculture and Natural Resources, and the University of California Cooperative Extension.

These are just some of the groups that recently connected with the District at the Youth Services Summit in June. These groups expressed a need and interest to utilizing outdoor venues for their programs and the District will be able to fulfill those needs as the long acquisitions and facility development progresses

PROJECT SELECTION CRITERION #7 - ENVIRONMENTAL DESIGN

A. Sustainable Technique	Description of the sustainable technique
1. Reduce water use	<p>The District will conservation through variety of design and cultural practices. A native plant demonstration garden is planned for the site to show and inspire residents to use native plants and reduced water use (native plants will be used in other landscape areas as well).</p> <p>Other examples include, utilizing smart irrigation systems (evapotranspiration (ET) controllers); and use Biochar and other mulches to reduce weed growth, retain water and nutrients and potentially reduce/eliminate chemical applications. We will also install water-less urinals and low flow toilets. We will also consider the use of grey water recovery system depending on the restroom design used.</p>
2. Parking Area runoff reduction	<p>As the park is overlooking the drinking water source at Magalia Reservoir, maintaining high water quality is critical for the project. The parking lot will be designed with the use of pervious surfaces in key areas and a bio-swale and a stormwater and infiltration basin. Likewise, bio-swales and water capture techniques will be considered around the buildings.</p>
4. Education	<p>We will develop a series of signs and tours to educate the public on the techniques and certification on site to provide an improved understanding of environmental designs role in resource use reduction.</p>

PROJECT SELECTION CRITERION #7 - ENVIRONMENTAL DESIGN

B. How will the PROJECT include the following additional techniques that are not listed in question (A) above?

B. Sustainable Technique	Description of the sustainable technique
1. Replanting of trees	At full buildout, the developed area will be planted with over 200 trees. We are seeking additional funding to plant over 10,000 seedlings on the 20 wildland acres. Although the planting may include some conifers, we anticipate the planting of deciduous trees (notably oaks) in response to climate change and fire risk reduction strategies.
2. Improve Wildland Urban Interface	<p>Improvements here may result in the release of carbon associated with catastrophic wildfire. Our vision is to transform the area into a much-improved community buffer. Currently, the zoning allows for a minimal transition from forest to developed structures. We propose a more modern approach with a well-managed forest on the slope overlooking Magalia Reservoir, transitioning to a shaded firebreak, trails, and access road on the top of the slope. This area will give way to developed park features and hardened structures (play fields, park features, parking, pavilion, etc.) and in turn separated by a road to protect structures and lives in this mountain community.</p> <p>Success in this model will have state-wide planning implications.</p>
3. Energy efficiency	Buildings will have ample ambient lighting and skylights. LED lighting and efficient AC units remote programming will be used. We will use well-insulated designs with the latest WUI standards.
3. Natural surface trails	In the more undeveloped area we will utilize techniques that use site building materials to create sustainable trails and design them to minimize soil usage (under other grant).

C. SITES or LEED Certification:

We hope that this project provides a model for mountain communities and so we will apply for both SITES and LEED certification (likely, only the Community Center building may be large enough to qualify for LEED certification). We will favor design professionals with that accreditation or have successfully designed certified buildings, and seek a LEED or SITES certified inspector. We will also reach out to CSU Chico and CalPoly to incorporate favorable designs into our buildings and grounds.

We believe that the measures to use native plants, fire adaptation, forest management, and energy and water efficiency will provide a favorable score and certification.

We will seek certification once the initial engineer designs and costs analysis have been completed (likely within the 1st year of the project). We will comply with the energy and water use monitoring for five years after completion.

PROJECT SELECTION CRITERION #8 – PUBLIC USE FEES AND HOURS OF OPERATION

Describe how youth, seniors, and families affected by poverty will have DAILY ACCESS to the PROJECT SITE by answering the following:

A. Overall PARK Monday through Sunday hours of operation:

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
We expect generous hours: before dawn (many early morning commuters may use the park early) to after dusk (Summer typically 6 am to 8 pm and winter will be 7 am to 6 pm) programs and events will likely allow for extended hours.						

B. Specific hours of operation of grant-funded facilities:

Recreation Feature	Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.
Adventure Park/Ropes Course	Likely open as needed for classes and public admission						
Community Facility	Hours typically 9 am to 5 pm. Events and programming will likely determine evening hours (typically no later than 9 pm).						

C. Entrance or membership fees: Will the public be charged entrance or membership fees to enter the overall park?

The play features and grounds will be open to the public. Special events, drop in sports, classes, and reservations may require fees. The Adventure Park/Ropes Course requires supervision by staff or our contractor and will be a daily or course fee, unless the activity is part of a special District program. We only including funding for a portion of this feature, which will require additional funds.

All other areas will welcome public use during posted hours.

Currently, the Butte Strong fund is providing some cost off-sets for our programs to make it affordable for students. The District has a long tradition of collecting donations for scholarships for youth with financial needs.

Once completed, we will work with the local bus line to create a stop at the park.

PROJECT SELECTION CRITERION #9 – COMMUNITY CHALLENGES, PROJECT BENEFITS, AND READINESS

Challenge	Description of the Challenge
<p>No Town or Community Center</p>	<p>Some residents note that the absence of a centralized commercial district and Community center contributes to a lack of cohesiveness.</p> <p>This project will provide a center and glue to help bring the community together.</p>
<p>No parks and limited recreational opportunities</p>	<p>With well over 10,000 residents, the disadvantaged community of Magalia, is one of the most populous areas in California that is devoid of Parks. The District runs some programs out of school facilities and while there are nearby public federal lands, the community does not have a single developed public park for the general public. At one time a golf course (now defunct) and the Paradise Pines Homeowners Association provided some limited opportunity for residents, but not to the public.</p> <p>Although common in communities of this size thorough the state, the project provides an unprecedented opportunity for this community and may</p>
<p>Unincorporated status limits representation for funding</p>	<p>Although Magalia has some of the highest population densities (by census block) in anywhere in Butte County is an unincorporated area, meaning that the area has less political representation to develop funding support or collect revenue.</p> <p>Based on a 2018 NRPA demographic study of the Magalia site, over 22,650 residents live within a 15-minute drive of the facility (over 10,000 within 10 minutes).</p>
<p>Psychological health and well-being</p>	<p>Post Camp Fire the Community suffers from a collective emotional and mental health issues (stress, Post-Traumatic Stress Disorders (PTSD), sleepless nights, family conflicts, “fire brain”). Addiction and other issues are of great concern throughout the community. This is now a community even more in need with the loss of emergency room, mental health, and even dental services.</p> <p>Lack of services and remote location means that more citizens need more access to help and group healing activities.</p>

Challenge	Description of the Challenge
	While the District has been able to start partnerships with Behavioral Health focused organizations in Paradise, they do not have facilities or a presence in Magalia.
Disruption of support	<p>Citizens have lost support networks and organizations have been disrupted. Residents have lost friends and services once housed in Paradise.</p> <p>A community center will help foster community connections and provide a good base for our other partners to provide services.</p>
Lack of Economic Opportunity	<p>The area has been economically depressed with most people going out of the area for shopping and recreational endeavors.</p> <p>This facility will play a disproportionately positive role toward aiding community health. It will encourage people from outside of the area to visit and keep recreation and dollars local. The facility will likely host events, tournaments, ropes course participants, and farmer's markets. We will likely seek concessionaires and a lease of the ropes course that will help the District recoup costs of operations and help economic development of the area.</p>

A. How will the PROJECT benefit the HEALTH and quality of life for youth, seniors, and families.

HEALTH and quality of life conditions	How the PROJECT will benefit the HEALTH and quality of life for youth, seniors, and families.
Recreational	The project will provide a variety of recreational opportunities (outdoor courts, play fields and structures, indoor and outdoor meeting place) for a community of over 12,000 without basic developed recreational facilities. The proximity will encourage youth and seniors to participate.
Social	As an unincorporated community, the Magalia area does not have a municipal meeting place for community meetings. This facility could fulfill that need for a town center and community gathering place to nurture the community. More importantly, we see the park as an opportunity for the public to interact informally while enjoying the park or events. These connections will help the community heal and improve outcomes for public and behavioral health.
Cultural	The project will have an interactive, site-specific public art work conceived as a touchstone for the community and visitors. This would be located on a vista point and serve as an inspiring and contemplative destination.

HEALTH and quality of life conditions	How the PROJECT will benefit the HEALTH and quality of life for youth, seniors, and families.
	In addition, given the beautiful setting and dearth of options in the northern Sacramento Valley and Foothills, we anticipate that the park will attract outside events. With the indoor and outdoor (simple amphitheater) the facility will provide a venue for cultural events and will welcome the expression and exposure to cultures.
Environmental	<p>Perhaps the largest benefits to the community will be the reduction of catastrophic fire with proper forest management, set-back from high fire prone areas, and use of WUI standards and improved building codes. The site will also model best practices for water runoff management.</p> <p>Lakeridge Park will transition from the forest into open fields, fire-resistant park amenities and landscaping into the more urbanized area of the community. This will allow for a larger buffer and transition between the wildland and urban interface. The park will be developed as an evacuation center and with shelter in place folded into the design</p> <p>We see the site as a model for forest management and also development. This may influence the building in the commercial area of Magalia and serve as a model for foothill communities.</p>
Educational	<p>The building practices and use of native plants provides an opportunity to share cutting edge practices with our community. We anticipate signage and tours to help share that information.</p> <p>In addition, the connection of the developed park to a wildland area with views and interesting plant species provides a great opportunity to draw in the public to the outdoors. Likewise, the ropes course provides a similar draw to experience the outdoors.</p>
Economic (and advancing solutions to prevent displacement, if applicable)	<p>The recreational amenity close to home, will reduce citizens travel costs (or inspire increased activity). We would like to develop a Farmer's market on the site which will provide health and economic benefits.</p> <p>We plan to develop a partnership with a vendor to provide a restaurant or coffee-shop which will greatly enhance the site. The Adventure Park provides an economic draw and potentially steady employment when fully developed.</p>

Evelyn E. Maginnity
Grants Administrator
California Natural Resources Agency
1416 Ninth Street, Suite 1311
Sacramento, CA 95814

Subject: Acknowledgement Letter and Support for the Magalia and Paradise Lake Loop and Butte County Rail Trail Project

Dear Ms. Maginnity:

The Butte County Resources Conservation District Board of Directors wants to express our support for the proposal submitted to the Recreational Trails and Greenways Grant Program by the Paradise Recreation and Park District to create a 20-mile multi-use trail loop in the Disadvantaged Community of Magalia that was devastated by the 2018 Camp Fire.

The Project creates a new recreational resource that connects Magalia to Paradise Lake and expands the existing limited recreational trail opportunities. This project also lays the foundation for future expansions that would create a regional trail system that would promote economic opportunities and enhance community wellness. This project will incorporate a sustainable trail design that will improve water quality, enhance forest health, and provide ingress/ egress for emergency personnel.

Based on public input and recreational needs this project was included in the Butte County Trails Plan that was adopted by the Butte County Board of Supervisors in 2018. Thank you for the opportunity to express our support for the project.

Sincerely,

Dave Lee, BCRCDC Chairman

CLEANUP AND ABATEMENT ACCOUNT

BUTTE COUNTY RESOURCE CONSERVATION DISTRICT

AND

CALIFORNIA STATE WATER RESOURCES CONTROL BOARD



IMPLEMENTATION GRANT

POST CAMP FIRE DIXIE ROAD SEDIMENT REDUCTION PROJECT

AGREEMENT NO. SWRCB0000000000D1911433

GRANT AMOUNT: \$775,198

ELIGIBLE WORK START DATE: MAY 21, 2019
WORK COMPLETION DATE: DECEMBER 31, 2021
FINAL DISBURSEMENT REQUEST DATE: JANUARY 31, 2022
RECORDS RETENTION END DATE: DECEMBER 31, 2028

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AGREEMENT

1. AUTHORITY.

- (a) The State Water Resources Control Board (State Water Board) is authorized, and implements its authority, to provide financial assistance under this Agreement pursuant to Section 13440 et seq. of the Water Code, and Resolution No. 2018-0056.

2. INTENTION.

- (a) The Recipient desires to receive financial assistance for and undertake work required for the Post Camp Fire Dixie Road Sediment Reduction Project according to the terms and conditions set forth in this Agreement.
- (b) The State Water Board proposes to assist in providing financial assistance for eligible costs of the Project in the amount set forth in Exhibit B, according to the terms and conditions set forth in this Agreement.

3. AGREEMENT, TERM, DOCUMENTS INCORPORATED BY REFERENCE.

In consideration of the mutual representations, covenants and agreements herein set forth, the State Water Board and the Recipient, each binding itself, its successors and assigns, do mutually promise, covenant, and agree to the terms, provisions, and conditions of this Agreement.

- (a) The State Water Board hereby makes a grant to the Recipient in accordance with the provisions of this Agreement.
- (b) Subject to the satisfaction of any condition precedent to this Agreement, this Agreement shall become effective upon the signature of both the Recipient and the State Water Board. Conditions precedent are not limited to the following:
 - (1) The Recipient must deliver to the Division a resolution authorizing this Agreement.
- (c) Upon execution, the term of the Agreement shall begin on the Eligible Work Start Date and extend through the Records Retention End Date.
- (d) This Agreement includes the following exhibits and attachments thereto:

EXHIBIT A – SCOPE OF WORK

EXHIBIT B – FUNDING TERMS

EXHIBIT C – GENERAL & PROGRAMMATIC TERMS AND CONDITIONS

4. PARTY CONTACTS.

The Party Contacts during the term of this Agreement are:

State Water Board		Butte County Resource Conservation District	
Name:	Heidi Bauer, Grant Manager	Name:	Thad Walker, Project Director
Address:	364 Knollcrest Drive, Suite 205	Address:	150 Chuck Yeager Way, Suite A
City, State, Zip:	Redding, CA 96002	City, State, Zip:	Oroville, CA 95965
Phone:	(530) 224-4996	Phone:	(530) 693-3173
Fax:	(530) 224-4857	Fax:	N/A
Email:	heidi.bauer@waterboards.ca.gov	Email:	thad@bcrd.org

State Water Board	
Name:	Matthew Boone, Technical Contact
Address:	364 Knollcrest Drive, Suite 205
City, State, Zip:	Redding, CA 96002
Phone:	(530) 224-4129
Fax:	(530) 224-4857
Email:	heidi.bauer@waterboards.ca.gov

Direct inquiries to:

State Water Board		Butte County Resource Conservation District	
Section:	Division of Financial Assistance		
Name:	Andrew Hoekstra, Program Analyst	Name:	Tim Keesey, Grant Contact
Address:	1001 I Street, 17 th Floor	Address:	150 Chuck Yeager Way, Suite A
City, State, Zip:	Sacramento, CA 95814	City, State, Zip:	Oroville, CA 95965
Phone:	(916) 319-9167	Phone:	(530) 693-3173
Fax:	(916) 341-5707	Fax:	N/A
Email:	andrew.hoekstra@waterboards.ca.gov	Email:	tim@bcrd.org

The Recipient may change its Project Director upon written notice to the Grant Manager, which notice shall be accompanied by authorization from the Recipient's Authorized Representative. The State Water Board will notify the Project Director of any changes to its Party Contacts.

While the foregoing are contacts for day-to-day communications regarding Project work, the Recipient shall provide official communications and events of Notice as set forth in Exhibit C to the Division's Deputy Director.

5. DEFINITIONS.

Unless otherwise specified, each capitalized term used in this Agreement has the following meaning:

"Additional Payments" means the reasonable extraordinary fees and expenses of the State Water Board, and of any assignee of the State Water Board's right, title, and interest in and to this Agreement, in connection with this Agreement, including all expenses and fees of accountants, trustees, staff, contractors, consultants, costs, insurance premiums and all other extraordinary costs reasonably incurred by the State Water Board or assignee of the State Water Board.

"Agreement" means this agreement, including all exhibits and attachments hereto.

"Authorized Representative" means the duly appointed representative of the Recipient as set forth in the certified original of the Recipient's authorizing resolution that designates the authorized representative by title.

"Cover Page" means the front page of this Agreement.

"Days" means calendar days unless otherwise expressly indicated.

"Deputy Director" means the Deputy Director of the Division.

"Disbursement Period" means the period during which Grant Funds may be disbursed.

"Disbursement Request" means the Recipient's request for Grant Funds from the State Water Board as set forth in Exhibit B.

"Division" means the Division of Financial Assistance of the State Water Board or any other segment of the State Water Board authorized to administer this Agreement.

"Eligible Work Start Date" means the date set forth on the Cover Page of this Agreement, establishing the date on or after which costs may be incurred and eligible for reimbursement hereunder.

"Event of Default" means the occurrence of any of the following events:

- (a) A representation or warranty made by or on behalf of the Recipient in this Agreement or in any document furnished by or on behalf of the Recipient to the State Water Board pursuant to this Agreement which shall prove to have been inaccurate, misleading or incomplete in any material respect;
- (b) A material adverse change in the condition of the Recipient which the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement;
- (c) Failure by the Recipient to observe and perform any covenant, condition, or provision in this Agreement, which failure shall continue for a period of time, to be determined by the Division;
- (d) Initiation of proceedings seeking arrangement, reorganization, or any other relief under any applicable bankruptcy, insolvency, or other similar law; the appointment of or taking possession of the Recipient's property by a receiver, liquidator, assignee, trustee, custodian, conservator, or similar official; the Recipient's entering into a general assignment for the benefit of creditors; the initiation of resolutions or proceedings to terminate the Recipient's existence, or any action in furtherance of any of the foregoing;
- (e) A determination pursuant to Government Code section 11137 that the Recipient has violated any provision in Article 9.5 of Chapter 1 of Part 1 of Division 3 of Title 2 of the Government Code;
- (f) Loss of the Recipient's rights, licenses, permits, or privileges necessary for the operation of the Project, or the occurrence of any material restraint on the Recipient's enterprise by a government agency or court order;
- (g) A determination pursuant to Government Code section 11137 that the Recipient has violated any provision in Article 9.5 of Chapter 1 of Part 1 of Division 3 of Title 2;
- (h) Loss of the Recipient's rights, licenses, permits, or privileges necessary for the operation of the Project, or the occurrence of any material restraint on the Recipient's enterprise by a government agency or court order.

"Final Disbursement Request Date" means the date set forth as such on the Cover Page of this Agreement, after which date, no further Grant Funds disbursements may be requested.

"Fiscal Year" means the period of twelve (12) months terminating on June 30 of any year.

"Force Account" means the use of the Recipient's own employees, equipment, or resources for the Project.

"Generally accepted accounting principles (GAAP)" means the uniform accounting and reporting procedures set forth in publications of the American Institute of Certified Public Accountants or its successor, or by any other generally accepted authority on such procedures, and includes, as applicable, the standards set forth by the Governmental Accounting Standards Board or its successor, or the Uniform System of Accounts, as adopted by the California Public Utilities Commission for water utilities.

"Grant Amount" means the maximum amount payable under this Agreement, as set forth on the Cover Page.

"Grant Contact" means the employee of the Recipient who has been delegated by the Project Director to oversee the day-to-day activities of the Project. The Grant Contact is set forth in Section 4 of this Agreement.

"Grant Funds" means all moneys disbursed to the Recipient by the State Water Board for eligible Project Costs pursuant to this Agreement.

"Grant Manager" means the person designated by the State Water Board to manage performance of this Agreement. The Grant Manager is set forth in Section 4 of this Agreement.

"Guidelines" means the State Water Board's "Cleanup and Abatement Account Funding Program Guidelines," in effect as of the execution date of this Agreement.

"Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the Project (i.e., costs that are not directly related to the Project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Recipient; non-project specific accounting and personnel services performed within the Recipient organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project specific facilities; tuition and conference fees; generic overhead or markup; and taxes.

"Party Contact" means, for the Recipient, the Authorized Representative of the Recipient or any designee of the Authorized Representative, and, for the State Water Board, the Grant Manager, or the Program Analyst.

"Project" means the Project financed by this Agreement as described in Exhibits A and B and in the documents incorporated by reference herein.

"Project Completion" means, as determined by the Division, that the Project is complete to the reasonable satisfaction of the Division.

"Project Costs" means the incurred costs of the Recipient which are eligible for financial assistance under this Agreement, which are allowable costs as defined under the Guidelines, and which are reasonable, necessary and allocable by the Recipient to the Project.

"Project Director" means an employee of the Recipient designated by the Authorized Representative to be responsible for the overall management of the administrative and technical aspects of the executed Agreement. The Project Director is set forth in Section 4 of this Agreement.

"Recipient" means Butte County Resource Conservation District.

“Records Retention End Date” means the last date that the Recipient is obligated to maintain records and is set forth on the Cover Page of this Agreement.

“Regional Water Quality Control Board” or “Regional Water Board” means the appropriate Regional Water Quality Control Board.

“State” means State of California.

“State Water Board” means the California State Water Resources Control Board.

“Technical Contact” means technical staff assigned to the Project who is responsible for tasks that require technical background in reviewing and approving a specific document or progress report, and in conducting site visits.

“Useful Life” means the useful life of the Project beginning at Project Completion.

“Work Completion” means the Recipient’s submittal of all work set forth under Exhibit A for review and approval by the Division. The Division may require corrective work to be performed prior to Project Completion. Any work occurring after the Work Completion Date will not be reimbursed under this Agreement.

“Work Completion Date” means the date set forth on the Cover Page of this Agreement and is the last date on which Project Costs may be incurred under this Agreement.

“Year” means calendar year unless otherwise expressly indicated.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

BUTTE COUNTY RESOURCE CONSERVATION DISTRICT:

By: _____

Name: David Lee

Title: Chairman of the Board of Directors

Date: _____

STATE WATER RESOURCES CONTROL BOARD:

By: _____

Name: Leslie S. Laudon

Title: Deputy Director
Division of Financial Assistance

Date: _____

EXHIBIT A – SCOPE OF WORK

A.1 PROJECT DESCRIPTION, USEFUL LIFE, AND SCOPE OF WORK.

- (a) The Project is the project set forth on the Cover Page of this Agreement. The Project is for the benefit of the Recipient. The purpose of this Project is to protect the spawning beds and fisheries habitat of endangered and threatened species associated with the North Fork Feather River, Camp Creek, and their tributaries by implementing forest management, erosion control, and storm proofing practices on Dixie Road and Camp Creek Road in Butte County within the perimeter of the 2018 Camp Fire.
- (b) The Useful Life of any constructed portions of this Project is at least twenty (20) years.
- (c) Scope of Work.

The Recipient agrees to do the following:

1. Project Management

- 1.1 Provide all technical and administrative services as needed for project completion; monitor, supervise, and review all work performed; and coordinate budgeting and scheduling to ensure the Project is completed within budget, on schedule, and in accordance with applicable laws and regulations.
- 1.2 Notify the Grant Manager and Technical Contact at least fifteen (15) working days in advance of upcoming meetings, workshops, and trainings.
- 1.3 Conduct periodic and final site visits with the Central Valley Water Board staff, Grant Manager, and/or Technical Contact.

2. Project Effectiveness and Performance

- 2.1 Prepare a Project Assessment and Evaluation Plan (PAEP) which describes the manner in which the Project performance will be assessed, evaluated, reported, and include the detail of the methods of measuring and reporting and submit to the Grant Manager and Technical Contact for approval.

3. Environmental Compliance and Permitting

- 3.1 Complete documentation required under the California Environmental Quality Act (CEQA) for the proposed implementation project. Take all required steps to prepare, circulate, and certify the required CEQA document(s).
 - 3.1.1 Submit the draft CEQA document to the Grant Manager and Technical Contact for comment, if applicable.
 - 3.1.2 Submit the final CEQA document to the Grant Manager and Technical Contact.
 - 3.1.3 Obtain written environmental clearance from the State Water Board confirming the State Water Board has made its own environmental findings and concurred that implementation/construction may proceed.
- 3.2 Obtain all public agency approvals, entitlements, or permits required for project implementation before ground disturbing field work begins. Obtain all necessary access agreements to enter and perform the below described work on all private

properties and properties owned or controlled by Butte County or the United States Federal Government. Submit a list and signed copies of such approvals, entitlements, permits, and/or access agreements to the Grant Manager.

4. Site Selection

- 4.1 Submit a list of the sixty-three (63) candidate sites that were identified as in need of repair, replacement, or decommissioning using the Rapid Road Evaluation and Storm Proofing Plan developed by Pacific Watershed Associates.
- 4.2 Rank the candidate sites in Item 4.1 as having high, moderate, or low treatment immediacy based on erosion potential and sediment delivery volume. Submit a list of the ranked sites to the Grant Manager and Technical Contact.
- 4.3 Evaluate all sites ranked as having high or moderate treatment immediacy for cost effectiveness and select a minimum of twenty-six (26) culvert sites and a minimum of three (3) miles of road for treatment. Submit a map of the sites and roads selected for treatment to the Grant Manager and Technical Contact.
- 4.4 Identify sites in the Project area that are not a priority for this Project but continue to pose potential and significant threat to water quality, including sites that could use additional assessment and evaluation and prescribe cost-effective treatments for possible future projects.
- 4.5 Conduct a tax assessor's research and title search, where necessary, and generate maps to identify land ownership in the Project area. Submit the maps to the Grant Manager and Technical Contact.
- 4.6 Develop and distribute a notice to all property owners in the Project area informing them of the Project. Submit a copy of the notice to the Grant Manager and Technical Contact.
- 4.7 Develop and execute site access agreements with all landowners of properties where the implementation work will occur. If a site contains a construction portion of the Project, the site access agreements shall provide for access for the Useful Life of the Project. Submit copies of the signed landowner agreement(s) and map(s) identifying the site locations to the Grant Manager and Technical Contact.

5. Planning and Design

- 5.1 Develop design plans and specifications for road repair, replacement, or decommissioning for the sites and roads selected in Item 4.3 and submit to the Grant Manager and Technical Contact for approval. Design plans and specifications shall include a list of the sites and prescribed treatments such as:
 - Culverts;
 - Armored fill crossings;
 - Rock dips;
 - Rolling dips;
 - Rock armor used for reducing velocity scour;
 - Fill slopes; and
 - Cost estimates.

- 5.2 Develop design plans and specifications for erosion control Best Management Practices (BMPs) to be applied at the sites and roads in item 5.1 for the purpose of sediment delivery prevention and submit to the Grant Manager and Technical Contact for approval. BMPs may include:
 - Culverts;
 - Straw application;
 - Rock armoring;
 - Slash treatments;
 - Ground application of hydro-mulching and/or hydro-seeding;
 - Fiber rolls and/or fiber mats;
 - Woody debris removal and/or installation;
 - Silt fencing, wattles, and native plants; and
 - Cost estimates.
 - 5.3 Conduct a sediment source inventory along 1.88 miles of road identified as the Dixie Road Midslope Segment using assessment protocols from the Department of Fish and Wildlife's *Salmonid Stream Habitat Restoration Manual* and Pacific Watershed Associates' *Handbook for Forest, Ranch, and Rural Roads*. Submit a table of inventoried sites to the Grant Manager and Technical Contact.
 - 5.4 Prepare and submit an Action Plan to the Grant Manager and Technical Contact that summarizes the results of the sediment source inventory in Item 5.3, including:
 - Treatment prioritization for existing or potential sediment discharge sites;
 - Treatment recommendations, erosion control plans, and erosion prevention plans for each identified existing or potential sediment discharge site and its hydrologically connected adjacent road reaches;
 - Cost estimates for heavy equipment, labor, permitting, and materials needed to implement the treatment recommendations;
 - Geographical Information System (GIS) maps depicting sites by treatment prioritization and site type, as well as technical specification and/or construction illustrations for each site in need of treatment; and
 - Expected sediment and pollutant load reductions to be achieved through the implementation of the treatment recommendations.
 - 5.5 Complete the bid documents in accordance with the Recipient's internal procurement procedures and the approved design plans and specifications in Item 5.1 and 5.2 and advertise the Project for bid. Submit the advertised bid documents and bid summary to the Grant Manager and Technical Contact.
 - 5.6 Select an appropriately qualified and licensed contractor(s) for the implementation work and submit a copy of the Notice(s) to Proceed and awarded contract(s) to the Grant Manager and Technical Contact.
6. Implementation
- 6.1 Purchase materials for road crossing replacement and repair work that may include culverts, rock armoring, base rock, geotextile fabric, over side drains, and flumes. Submit a list of purchased materials to the Grant Manager and Technical Contact.
 - 6.2 Repair or replace culverts in accordance with the approved design plans and specifications in Item 5.1, after obtaining environmental clearance specified in Item 3.1.3 and the necessary approvals, entitlements, or permits in Item 3.2.

- 6.3 Repair, re-grade, and/or decommission roads in accordance with the approved design plans and specifications in Item 5.1, after obtaining environmental clearance specified in Item 3.1.3 and the necessary approvals, entitlements, or permits in Item 3.2.
- 6.4 Install erosion control BMPs in accordance with the approved design plans and specifications in Item 5.2, using a qualified licensed contractor(s). All BMP's shall be installed prior to November 15th of the year site disturbance occurred. During the winter period (November 15th – April 1st) operations, erosion control shall be in place prior to end of the workday if the National Weather Forecast predicts 30% chance of rain or better.
- 6.5 Prepare a completion report of implementation work competed in Item 6.2 through Item 6.4 and submit to the Grant Manager and Technical Contact. The completion report shall include the following information for each applicable site:
 - Site maps with implemented BMPs;
 - As-built drawing and specifications;
 - Copies of permits; and
 - Watershed-scale Geographic Information System location maps identifying locations and project types.

7. Monitoring and Assessment

- 7.1 Conduct post BMP implementation effectiveness monitoring and maintenance activities in partnership with the Central Valley Water Board to ensure BMP performance and to identify necessary maintenance to treated areas. Submit results of monitoring and maintenance activities to the Grant manager.
- 7.2 Conduct pre-, during, and post-construction photo documentation and submit to the Grant Manager. Photo documentation must be completed per photo monitoring guidance from US EPA, United States Department of Agriculture (USDA), or other methodology approved by the Grant Manager. Photo guidance may be found at:
https://www.epa.gov/sites/production/files/2016-06/documents/chapter_5_may_2016_508.pdf;
and
http://www.waterboards.ca.gov/water_issues/programs/swamp/docs/cwt/guidance/4214a.pdf.

8. Education and Outreach

- 8.1 Submit Project updates to the Grant Manager, including the status, goals, scope, and timeline of the Project, to the Grant Manager, to upload to the State Water Board and Regional Water Board websites.
- 8.2 Design and submit informational outreach signage to the Grant Manager and Technical Contact. Signage must include the following disclosure statement and color logo (available from the Division):



8.2.1

- 8.2.2 “Funding for this project has been provided in full or in part through an agreement with the State Water Resources Control Board.”

8.2.3 The Project sign may include another agency's required promotional information so long as the above logos and disclosure statement are equally prominent on the sign. The sign shall be prepared in a professional manner.

8.3 Place a minimum of two (2) informational outreach signs designed in Item 8.2 at public access points within the project area. Submit sign locations and photo-documentation of outreach signage to the Grant Manager and Technical Contact.

A.2 STANDARD PROJECT REQUIREMENTS.

A.2.1 Disclosure Statements.

The Recipient shall include the following disclosure statement in any document, written report, or brochure prepared in whole or in part pursuant to this Agreement:

"Funding for this project has been provided in full or in part through an agreement with the State Water Resources Control Board. The contents of this document do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."

A.2.2 Reports.

A.2.2.1 Progress Reports.

The Recipient shall submit quarterly progress reports, using a format provided by the Grant Manager, within forty-five (45) days following the end of the calendar quarter (March, June, September, and December) to the Grant Manager. Progress reports shall provide a brief description of activities that have occurred, milestones achieved, monitoring results (if applicable), and any problems encountered in the performance of the work under this Agreement during the applicable reporting period. Reporting shall be required even if no grant-related activities occurred during the reporting period. The Recipient shall document all activities and expenditures in progress reports, including work performed by contractors.

A.2.2.2 As Needed Reports.

The Recipient must provide expeditiously, during the term of this Agreement, any reports, data, and information reasonably required by the Division including, but not limited to, material necessary or appropriate for evaluation of the funding program or to fulfill any reporting requirements of the state or federal government.

A.2.2.3 Final Reports

At the conclusion of the Project, the Recipient must submit the following to the Grant Manager:

(a) Draft Final Project Report.

Prepare and submit to the Grant Manager, for review and comment, a draft Final Project Report in a format provided by the Grant Manager.

(b) Final Project Report.

Prepare a Final Project Report that addresses, to the extent feasible, comments made by the Grant Manager on the draft Final Project Report. Submit one (1) reproducible master copy and an electronic copy of the Final Project Report. Upload an electronic copy of the Final Project

Report in pdf format to the Financial Assistance Application Submittal Tool system.

A.2.3 Commencement of Operations.

Upon Work Completion, the Recipient must expeditiously initiate Project operations.

A.2.4 Final Project Inspection and Certification.

Upon completion of the Project, the Recipient shall provide for a final inspection and shall certify that the Project has been completed in accordance with this Agreement, any final plans and specifications submitted to the State Water Board, and any amendments or modifications thereto. If the Project involves the planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering, or other professionals, the final inspection and certification shall be conducted by a California Registered Civil Engineer or other appropriate California registered professional. The results of the final inspection and certification shall be submitted to the Grant Manager.

A.3 DATES AND DELIVERABLES.

- (a) Time is of the essence.
- (b) The Recipient must expeditiously proceed with and complete the Project.
- (c) The following dates are established on the Cover Page of this Agreement:
 - (1) Eligible Work Start Date;
 - (2) Work Completion Date;
 - (3) Final Disbursement Request Date; and
 - (4) Records Retention End Date.
- (d) The Recipient must begin work timely.
- (e) The Recipient must deliver any request for amendment no fewer than 120 days prior to the Work Completion Date.
- (f) The undisbursed balance of this Agreement will be deobligated if the Recipient does not provide its final Disbursement Request to the Division on or before the Final Disbursement Request Date, unless prior approval has been granted by the Division.

A.4 SUBMITTAL SCHEDULE.

Failure to provide items by the due dates indicated in the table below may constitute a material violation of this Agreement. However, the dates in the "Estimated Due Date" column of this table may be adjusted as necessary during the Disbursement Period with Grant Manager approval. All work or submittals must be achieved with relevant submittals approved by the Division prior to the Work Completion Date, and the final Disbursement Request submitted prior to the Final Disbursement Request Date set forth in Exhibit B.

SUBMITTAL SCHEDULE

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
EXHIBIT A			
A.1	PROJECT DESCRIPTION, USEFUL LIFE, AND SCOPE OF WORK		
A.1.c	Scope of Work		
1.	Project Management		
1.2	Notification of Upcoming Meetings, Workshops, and/or Trainings		Ongoing
2.	Project Effectiveness and Performance		
2.1	Project Assessment and Evaluation Plan (PAEP)	60 Days After Execution	
3.	Environmental Compliance and Permitting		
3.1.1	Draft CEQA Documents		March 2020
3.1.2	Final CEQA Documents		April 2020
3.2	Public Agency Approvals, Entitlements, Permits, and/or Access Agreements		June 2020
4.	Site Selection		
4.1	List of Sixty-Three (63) Candidate Sites	Complete	
4.2	List of Ranked Sites	Complete	
4.3	Final Map of Selected Sites and Roads	Complete	
4.5	Title Search and Maps Identifying Land Ownership		April 2020
4.6	Copy of Notice to Property Owners		April 2020
4.7	Copies of Signed Landowner Access Agreements and Map(s) Identifying Site Locations		May 2020
5.	Planning and Design		
5.1	Design Plans and Specifications for Road Repair, Replacement, or Decommissioning	Complete	
5.2	Design Plans and Specifications for Erosion Control Best Management Practices (BMPs)		March 2020
5.3	Sediment Source Inventory Table of Inventoried Sites		December 2020
5.4	Sediment Source Inventory Action Plan		May 2021
5.5	Advertised Bid Documents and Bid Summary		May 2020
5.6	Notice(s) to Proceed and Awarded Contract(s)		June 2020

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
EXHIBIT A			
6.	Implementation		
6.1	List of Purchased Materials		After Construction Completion
6.5	Completion Report	November 30, 2021	
7.	Monitoring and Assessment		
7.1	Results of Monitoring and Maintenance Activities		Ongoing
7.2	Pre-, During, and Post-Implementation Photo Documentation		Ongoing
8.	Education and Outreach		
8.1	Project Updates Including Status, Goals, Scope, and Timeline		Ongoing
8.2	Informational Outreach Signage Design		June 2020
8.3	Sign Locations and Photo-Documentation of Signage		July 2020
A.2	STANDARD PROJECT REQUIREMENTS		
A.2.2	Reports		
A.2.2.1	Progress Reports	Quarterly	
A.2.2.2	As Needed Reports		As Needed
A.2.2.3(a)	Draft Final Project Report	October 31, 2021	
A.2.2.3(b)	Final Project Report	November 30, 2021	
A.2.4	Final Project Inspection and Certification	Before Final Invoice	
EXHIBIT B			
B.1.7(a)(4)	Disbursement Requests	Quarterly	
B.1.7(a)(8)	Final Disbursement Request	January 31, 2022	

EXHIBIT B – FUNDING TERMS

B.1. FUNDING AMOUNTS AND DISBURSEMENTS.

B.1.1 Funding Contingency and Other Sources.

- (a) If this Agreement's funding for any Fiscal Year expires due to reversion or is reduced, substantially delayed, or deleted by the Budget Act, by Executive Order, or by order or action of the Department of Finance, the State Water Board has the option to either cancel this Agreement with no liability accruing to the State Water Board, or offer an amendment to the Recipient to reflect the reduced amount.
- (b) If funding for Project Costs is made available to the Recipient from sources other than this Agreement, the Recipient must notify the Division. The Recipient may retain such funding up to an amount which equals the Recipient's share of Project Costs. To the extent allowed by requirements of other funding sources, excess funding must be remitted to the State Water Board.

B.1.2 Estimated Reasonable Cost.

The estimated reasonable cost of the total Project, including associated planning and design costs is SEVEN HUNDRED SEVENTY-FIVE THOUSAND ONE HUNDRED NINETY-EIGHT DOLLARS (\$775,198).

B.1.3 Grant Amount.

Subject to the terms of this Agreement, the State Water Board agrees to provide funds not to exceed the Grant Amount as set forth on the Cover Page of this Agreement.

B.1.4 Budget Summary.

LINE ITEM	GRANT AMOUNT
Personnel Services	\$ 58,030
Operating Expenses	\$ 30,392
Professional / Consulting Services	\$149,946
Construction	\$525,488
Indirect Costs	\$ 11,342
TOTAL PROJECT COST	\$775,198

B.1.5 Budget Flexibility.

- (a) Line Item Adjustment(s). Subject to the prior review and approval of the Grant Manager, adjustments between existing line item(s) may be used to defray allowable direct costs up to fifteen percent (15%) of the total Grant Amount including any amendment(s) thereto. Line item adjustments in excess of fifteen percent (15%) shall require a formal Agreement amendment. If the line item budget includes an amount for Personnel Services, that amount is based on the hours, classifications, and rates submitted by the Recipient in its application. Any changes to the hours, classifications, and rates must be approved, in advance and in writing, by the Grant Manager.

- (b) Procedure to Request an Adjustment. The Recipient may submit a request for an adjustment in writing to the Grant Manager. Such adjustment may not increase or decrease the total Grant Amount. The Recipient shall submit a copy of the original Agreement budget sheet reflecting the requested changes. Changes shall be noted by striking the original amount(s) followed with proposed change(s) in bold and underlined. Budget adjustments deleting a budget line item or adding a new budget line item requires a formal amendment and are not permissible under this provision. The State Water Board may also propose adjustments to the budget.
- (c) Remaining Balance. In the event the Recipient does not submit Disbursement Requests requesting all of the Grant Funds encumbered under this Agreement, any remaining Grant Funds revert to the State.

B.1.6 Contingent Disbursement.

- (a) Notwithstanding any other provision of this Agreement, the Recipient agrees that the State Water Board may retain an amount equal to ten percent (10%) of the Grant Amount until Project Completion. Any retained amounts due to the Recipient will be promptly disbursed to the Recipient, without interest, upon Project Completion.
- (b) The State Water Board's disbursement of funds hereunder is contingent on the Recipient's compliance with the terms and conditions of this Agreement.
- (c) The State Water Board's obligation to disburse Grant Funds is contingent upon the availability of sufficient funds to permit the disbursements provided for herein. If sufficient funds are not available for any reason including, but not limited to, failure of the federal or State government to appropriate funds necessary for disbursement of Grant Funds, the State Water Board shall not be obligated to make any disbursements to the Recipient under this Agreement. This provision shall be construed as a condition precedent to the obligation of the State Water Board to make any disbursements under this Agreement. Nothing in this Agreement shall be construed to provide the Recipient with a right of priority for disbursement over any other entity. If any disbursements due the Recipient under this Agreement are deferred because sufficient funds are unavailable, it is the intention of the State Water Board that such disbursement will be made to the Recipient when sufficient funds do become available, but this intention is not binding.
- (d) No Project Costs incurred prior to the Eligible Work Start Date are eligible for reimbursement.
- (e) Failure to proceed according to the timelines set forth in this Agreement may require the Recipient to repay to the State Water Board all disbursed Grant Funds.
- (f) The Recipient agrees to ensure that its final Disbursement Request is received by the Division no later than the Final Disbursement Request Date, unless prior approval has been granted by the Division. If the final Disbursement Request is not received timely, the undisbursed balance of this Agreement may be deobligated.

B.1.7 Disbursement Procedure.

- (a) Except as may be otherwise provided in this Agreement, disbursement of Grant Funds will be made as follows:
 - (1) Upon execution and delivery of this Agreement, the Recipient may submit a Disbursement Request for eligible Project Costs as specified in this Exhibit

through submission to the State Water Board using the Disbursement Request form and the reimbursement request form provided by the Grant Manager.

- (2) Disbursement Requests shall contain the following information:
 - a. The date of the request;
 - b. The time period covered by the request, i.e., the term “from” and “to”;
 - c. The total amount requested;
 - d. Original signature and date (in ink) of the Recipient’s Project Director or his/her designee; and
 - e. The final Disbursement Request shall be clearly marked “FINAL DISBURSEMENT REQUEST” and shall be submitted NO LATER THAN the Final Disbursement Request Date.
- (3) Disbursement Requests must be itemized based on the line items specified in the budget in this exhibit. Disbursement Requests must be complete, signed by the Recipient’s Project Director or his/her designee, and addressed to the Grant Manager as set forth in Section 4 of this Agreement. Disbursement Requests submitted in any other format than the one provided by the State Water Board will cause a Disbursement Request to be disputed. In the event of such a dispute, the Grant Manager will notify the Recipient. Payment will not be made until the dispute is resolved and a corrected Disbursement Request submitted. The Grant Manager has the responsibility for approving Disbursement Requests. Project Costs incurred prior to the Eligible Work Start Date of this Agreement will not be reimbursed.
- (4) Grant Funds must be requested quarterly via Disbursement Request for eligible costs incurred during the reporting period of the corresponding Progress Report, describing the activities and expenditures for which the disbursement is being requested. Each Disbursement Request must be accompanied by a Progress Report. Failure to provide timely Disbursement Requests may result in such requests not being honored.
- (5) The Recipient agrees that it will not submit any Disbursement Requests that include any Project Costs until such cost has been incurred and is currently due and payable by the Recipient, although the actual payment of such cost by the Recipient is not required as a condition of Disbursement Request. Supporting documentation (e.g., receipts, laboratory invoices) must be submitted with each Disbursement Request. The amount requested for administration costs must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = total amount claimed). Disbursement of Grant Funds will be made only after receipt of a complete, adequately supported, properly documented and accurately addressed Disbursement Request.
- (6) The Recipient will not seek reimbursement of any Project Costs that have been reimbursed from other funding sources.
- (7) Recipient shall use Grant Funds within 30 days of receipt to reimburse contractors, vendors, and other Project Costs. Any interest earned on Grant Funds shall be reported to the State Water Board and will either be required to

be returned to the State Water Board or deducted from future disbursements. In the event that the Recipient fails to disburse Grant Funds to contractors or vendors within thirty (30) days from receipt of the Grant Funds, the Recipient shall immediately return such Grant Funds to the State Water Board. Interest shall accrue on such Grant Funds from the date of disbursement through the date of mailing of Grant Funds to the State Water Board. If the Recipient held such Grant Funds in interest-bearing accounts, any interest earned on the Grant Funds shall also be due to the State Water Board.

- (8) Recipient shall submit its final Disbursement Request no later than the Final Disbursement Request Date specified herein unless prior approval is granted by the Division. If the Recipient fails to do so, then the undisbursed balance of this Agreement may be deobligated.
- (9) The Recipient agrees that it will not request a disbursement unless that cost is allowable, reasonable, and allocable.
- (10) Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner that is in violation of or in conflict with federal or state laws, policies, or regulations.
- (11) The Recipient agrees that it shall not be entitled to interest earned on undisbursed Grant Funds.
- (12) No work or travel outside the State of California is permitted under this Agreement unless the Division provides prior written authorization. Failure to comply with this restriction may result in termination of this Agreement, pursuant to Exhibit C. Any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the California Department of Human Resources at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx> as of the date costs are incurred by the Recipient.
- (13) The Recipient must include any other documents or requests required or allowed under this Agreement.

B.1.8 Withholding of Disbursements.

Notwithstanding any other provision of this Agreement, the State Water Board may withhold all or any portion of the Grant Funds upon the occurrence of any of the following events:

- (a) The Recipient's failure to maintain reasonable progress on the Project as determined by the Division;
- (b) Commencement of litigation or a judicial or administrative proceeding related to the Project that the State Water Board determines may impair the timely satisfaction of Recipient's obligations under this Agreement;
- (c) Any investigation by the District Attorney, California State Auditor, Bureau of State Audits, United States Environmental Protection Agency's Office of Inspector General, the Internal Revenue Service, Securities and Exchange Commission, a grand jury, or any other state or federal agency, relating to the Recipient's financial management, accounting procedures, or internal fiscal controls;
- (d) A material adverse change in the condition of the Recipient that the Division reasonably determines would materially impair the Recipient's ability to satisfy its

obligations under this Agreement, or any other event that the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement;

- (e) The Recipient's material violation of, or threat to materially violate, any term of this Agreement;
- (f) Suspicion of fraud, forgery, embezzlement, theft, or any other misuse of public funds by the Recipient or its employees, or by its contractors or agents regarding the Project;
- (g) An event requiring Notice as set forth in Exhibit C;
- (h) An Event of Default or an event that the Division determines may become an Event of Default.

B.1.9 Fraud and Misuse of Public Funds.

All Disbursement Requests submitted must be accurate and signed under penalty of perjury. All costs submitted pursuant to this Agreement must only be for the work or tasks set forth in this Agreement. The Recipient must not submit any Disbursement Request containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs). Any eligible costs for which the Recipient is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is improper and will not be compensated. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements and, notwithstanding any other section in this Agreement, the termination of this Agreement requiring the repayment of all Grant Funds disbursed hereunder. Additionally, the Deputy Director of the Division may request an audit and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability.

B.2. RECIPIENT'S PAYMENT OBLIGATION.

B.2.1 Project Costs.

The Recipient must pay any and all costs connected with the Project including, without limitation, any and all Project Costs and Additional Payments. If the Project's Grant Amount is not sufficient to pay the Project Costs in full, the Recipient must nonetheless complete the Project and pay that portion of the Project Costs in excess of the available Grant Funds, and shall not be entitled to any reimbursement therefor from the State Water Board.

B.3. NO LIENS.

The Recipient must not make any pledge of or place any lien on the Project, except upon consent of the Division.

EXHIBIT C – GENERAL AND PROGRAMMATIC TERMS & CONDITIONS

C.1. REPRESENTATIONS AND WARRANTIES.

The Recipient represents, warrants, and commits to the following as of the Eligible Work Start Date and continuing thereafter for the term of this Agreement, which shall be at least until the Records Retention End Date.

C.1.1 Application and General Recipient Commitments.

The Recipient has not made any untrue statement of a material fact in its application for this financial assistance, or omitted to state in its application a material fact that makes the statements in its application not misleading.

The Recipient agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents.

The Recipient agrees to fulfill all assurances, declarations, representations, and commitments in its application, accompanying documents, and communications filed in support of its request for funding under this Agreement.

C.1.2 Authorization and Validity.

The execution and delivery of this Agreement, including all incorporated documents, has been duly authorized by the Recipient. Upon execution by both parties, this Agreement constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.

C.1.3 No Violations.

The execution, delivery, and performance by Recipient of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date set forth on the first page hereof, or result in any breach or default under any contract, obligation, indenture, or other instrument to which Recipient is a party or by which Recipient is bound as of the date set forth on the Cover Page.

C.1.4 No Litigation.

There are, as of the date of execution of this Agreement by the Recipient, no pending or, to Recipient's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which materially affect the financial condition or operations of the Recipient and/or the Project.

There are no proceedings, actions, or offers by a public entity to acquire by purchase or the power of eminent domain the Project or any of the real or personal property related to or necessary for the Project.

C.1.5 Property Rights.

The Recipient owns or has sufficient property rights in the Project property for the longer of the Useful Life or the term of this Agreement, either in fee simple or for a term of years that is not subject to third-party revocation during the Useful Life of the Project.

C.1.6 Solvency and Insurance.

None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of Recipient. The Recipient is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Recipient is able to pay its debts as they become due. The Recipient maintains sufficient insurance coverage considering the scope of this Agreement, including, for example but not necessarily limited to, general liability, automobile liability, workers compensation and employer liability, professional liability.

C.1.7 Legal Status and Eligibility.

The Recipient is duly organized and existing and in good standing under the laws of the State of California. Recipient must at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority. The Recipient acknowledges that changes to its legal or financial status may affect its eligibility for funding under this Agreement and commits to maintaining its eligibility. Within the preceding ten years, the Recipient has not failed to demonstrate compliance with state or federal audit disallowances.

C.1.8 Financial Statements and Continuing Disclosure.

The financial statements of Recipient previously delivered to the State Water Board as of the date(s) set forth in such financial statements: (a) are materially complete and correct; (b) present fairly the financial condition of the Recipient; and (c) have been prepared in accordance with GAAP. Since the date(s) of such financial statements, there has been no material adverse change in the financial condition of the Recipient, nor have any assets or properties reflected on such financial statements been sold, transferred, assigned, mortgaged, pledged or encumbered, except as previously disclosed in writing by Recipient and approved in writing by the State Water Board.

The Recipient is current in its continuing disclosure obligations associated with its material debt, if any.

C.2. DEFAULTS AND REMEDIES.

In addition to any other remedy set forth in this Agreement, the following remedies are available under this Agreement.

C.2.1 Return of Funds; Acceleration; Additional Payments; and Cross-Defaults.

Notwithstanding any other provision of this Agreement, if the Division determines that an Event of Default has occurred, the Recipient may be required, upon demand, immediately to do each of the following:

- (a) Return to the State Water Board any grant or principal forgiveness amounts received pursuant to this Agreement;
- (b) Accelerate the payment of any principal owed under this Agreement, all of which shall be immediately due and payable;
- (c) Pay interest at the highest legal rate on all of the foregoing; and
- (d) Pay any Additional Payments.

C.2.2 Judicial Remedies.

Whenever the State Water Board determines that an Event of Default shall have occurred, the State Water Board may enforce its rights under this Agreement by any judicial proceeding, whether at law or in equity. Without limiting the generality of the foregoing, the State Water Board may:

- (a) by suit in equity, require the Recipient to account for amounts relating to this Agreement as if the Recipient were the trustee of an express trust;
- (b) by mandamus or other proceeding, compel the performance by the Recipient and any of its officers, agents, and employees of any duty under the law or of any obligation or covenant under this Agreement; and
- (c) take whatever action at law or in equity as may appear necessary or desirable to the State Water Board, or to enforce performance of any obligation or covenant of the Recipient under this Agreement.

C.2.3 Termination.

Upon an Event of Default, the State Water Board may terminate this Agreement. Interest shall accrue on all amounts due at the highest legal rate of interest from the date that the State Water Board delivers notice of termination to the Recipient.

C.2.4 Remedies and Limitations.

None of the remedies available to the State Water Board shall be exclusive of any other remedy, and each such remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. The State Water Board may exercise any remedy, now or hereafter existing, without exhausting and without regard to any other remedy.

Any claim of the Recipient is limited to the rights, remedies, and claims procedures provided to the Recipient under this Agreement.

C.2.5 Non-Waiver.

Nothing in this Agreement shall affect or impair the Recipient's obligation to undertake work under this Agreement or shall affect or impair the right of the State Water Board to bring suit to enforce such work. No delay or omission of the State Water Board in the exercise of any right arising upon an Event of Default shall impair any such right or be construed to be a waiver of any such Event of Default. The State Water Board may exercise from time to time and as often as shall be deemed expedient by the State Water Board, any remedy or right provided by law or pursuant to this Agreement.

C.2.6 Status Quo.

If any action to enforce any right or exercise any remedy shall be brought and either discontinued or determined adversely to the State Water Board, then the State Water Board shall be restored to its former position, rights and remedies as if no such action had been brought.

C.3. STANDARD CONDITIONS.

C.3.1 Access, Inspection, and Public Records.

The Recipient must ensure that the State Water Board, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project implementation and thereafter for the term of the Agreement. The Recipient acknowledges that, except for a subset of information regarding archaeological records, the Project records and locations are public records including, but not limited to, all of the submissions accompanying the application, all of the documents incorporated into this Agreement by reference, and all reports, Disbursement Requests, and supporting documentation submitted hereunder.

C.3.2 Accounting and Auditing Standards; Financial Management Systems; Records Retention.

- (a) The Recipient must maintain project accounts according to GAAP as issued by the Governmental Accounting Standards Board (GASB) or its successor. The Recipient must maintain GAAP-compliant project accounts, including GAAP requirements relating to the reporting of infrastructure assets.
- (b) Without limitation of the requirement to maintain Project accounts in accordance with GAAP, the Recipient must:
 - (1) Establish an official file for the Project which adequately documents all significant actions relative to the Project;

- (2) Establish separate accounts which will adequately and accurately depict all amounts received and expended on the Project, including all assistance funds received under this Agreement;
 - (3) Establish separate accounts which will adequately depict all income received which is attributable to the Project, specifically including any income attributable to assistance funds disbursed under this Agreement;
 - (4) Establish an accounting system which will accurately depict final total costs of the Project, including both direct and Indirect Costs;
 - (5) Establish such accounts and maintain such records as may be necessary for the State to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations; and
 - (6) If Force Account is used by the Recipient for any phase of the Project, other than for planning, design, and construction engineering and administration provided for by allowance, accounts will be established which reasonably document all employee hours charged to the Project and the associated tasks performed by each employee. Indirect Costs from Force Account are not eligible for funding.
- (c) The Recipient must maintain separate books, records and other material relative to the Project. The Recipient must also retain such books, records, and other material for itself and for each contractor or subcontractor who performed or performs work on this project for a minimum of seven (7) years after Work Completion. The Recipient must require that such books, records, and other material are subject at all reasonable times (at a minimum during normal business hours) to inspection, copying, and audit by the State Water Board, the California State Auditor, the Bureau of State Audits, the Governor, or any authorized representatives of the aforementioned. The Recipient must allow and must require its contractors to allow interviews during normal business hours of any employees who might reasonably have information related to such records. The Recipient agrees to include a similar duty regarding audit, interviews, and records retention in any contract or subcontract related to the performance of this Agreement. The provisions of this section survive the term of this Agreement.

C.3.3 Amendment.

No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by both the Recipient and the Deputy Director or designee.

Requests for amendments must be made in writing and directed to the Party Contacts listed in Section 4.

C.3.4 Assignability.

This Agreement is not assignable by the Recipient, either in whole or in part, without the consent of the State Water Board in the form of a formal written amendment to this Agreement.

C.3.5 Audit.

- (a) The Division may call for an audit of financial information relative to the Project if the Division determines that an audit is desirable to assure program integrity or if an audit becomes necessary because of state or federal requirements. If an audit is called for, the audit must be performed by a certified public accountant independent of the Recipient and at the cost of the Recipient. The audit must be in the form required by the Division.
- (b) Audit disallowances must be returned to the State Water Board.

C.3.6 Bonding.

Where contractors are used, the Recipient must not authorize construction to begin until each contractor has furnished a performance bond in favor of the Recipient in the following amounts: faithful performance (100%) of contract value; labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00.

C.3.7 Competitive Bidding.

Recipient must adhere to any applicable state law or local ordinance for competitive bidding and applicable labor laws.

C.3.8 Compliance with Applicable Laws, Rules, and Requirements.

The Recipient must, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and state laws, rules, guidelines, regulations, and requirements. Without limitation of the foregoing, to the extent applicable, the Recipient must:

- (a) Comply with the provisions of the adopted environmental mitigation plan, if any, for the term of this Agreement;
- (b) Comply with the Guidelines; and
- (c) Comply with and require compliance with the state and federal requirements set forth elsewhere in this Agreement.

C.3.9 Computer Software.

The Recipient certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

C.3.10 Conflict of Interest.

The Recipient certifies that its owners, officers, directors, agents, representatives, and employees are in compliance with applicable state and federal conflict of interest laws.

C.3.11 Continuous Use of Project; No Lease, Sale, Transfer of Ownership, or Disposal of Project.

The Recipient agrees that, except as provided in this Agreement, it will not abandon, substantially discontinue use of, lease, sell, transfer ownership of, or dispose of all or a significant part or portion of the Project during the Useful Life of the Project without prior written approval of the Division. Such approval may be conditioned as determined to be appropriate by the Division, including a condition requiring repayment of all disbursed Grant Funds or all or any portion of all remaining funds covered by this Agreement together with accrued interest and any penalty assessments that may be due.

C.3.12 Data Management.

The Recipient will undertake appropriate data management activities so that Project data can be incorporated into statewide data systems.

C.3.13 Disputes.

- (a) The Recipient may appeal a staff decision within 30 days to the Deputy Director of the Division or designee, for a final Division decision. The Recipient may appeal a final Division decision to the State Water Board within 30 days. The Office of the Chief Counsel of the State Water Board will prepare a summary of the dispute and make recommendations relative to its final resolution, which will be provided to the State Water Board's Executive

Director and each State Water Board Member. Upon the motion of any State Water Board Member, the State Water Board will review and resolve the dispute in the manner determined by the State Water Board. Should the State Water Board determine not to review the final Division decision, this decision will represent a final agency action on the dispute.

- (b) This clause does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law.
- (c) Recipient must continue with the responsibilities under this Agreement during any dispute.
- (d) This section relating to disputes does not establish an exclusive procedure for resolving claims within the meaning of Government Code sections 930 and 930.4.

C.3.14 Drug-Free Workplace.

The Recipient certifies that it will provide a drug-free workplace in compliance with the Drug-Free Workplace Act (Gov. Code. §§ 8350-8357). The Recipient shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the Recipient's workplace and specifying the actions to be taken against employees for violations of the prohibition. The Recipient shall establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace, the Recipient's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and penalties that may be imposed upon employees for drug abuse violations. The Recipient shall provide that every employee who works on the Project receives a copy of the Recipient's drug-free workplace policy statement and agrees to abide by the terms of the statement as a condition of employment on the Project.

C.3.15 Environmental Clearance.

- (a) Notwithstanding any other provision, the State Water Board has no binding obligation to provide funding under this Agreement except for activities excluded from, not subject to, or exempt under the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA). No work that is subject to CEQA or NEPA may proceed under this Agreement until the State Water Board has provided approval to proceed. Upon receipt and review of the Recipient's environmental documents, the State Water Board shall make the appropriate environmental findings before determining whether to approve construction or implementation funding for the Project under this Agreement. Providing approval for such construction or implementation funding is fully discretionary. The State Water Board may require changes in the scope of work or additional mitigation as a condition to providing construction or implementation funding under this Agreement. Recipient shall not perform any work subject to CEQA and/or NEPA before the State Water Board completes its environmental review and specifies any changes in scope or additional mitigation that may be required. Proceeding with work subject to CEQA and/or NEPA without approval by the State Water Board shall constitute a breach of a material provision of this Agreement.
- (b) If this Project includes modification of a river or stream channel, the Recipient must fully mitigate environmental impacts resulting from the modification. The Recipient must provide documentation that the environmental impacts resulting from such modification will be fully mitigated considering all of the impacts of the modification and any mitigation, environmental enhancement, and environmental benefit resulting from the Project, and whether, on balance, any environmental enhancement or benefit equals or exceeds any negative environmental impacts of the Project.

C.3.16 Governing Law.

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

C.3.17 Income Restrictions.

The Recipient agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Recipient under this Agreement must be paid by the Recipient to the State Water Board, to the extent that they are properly allocable to costs for which the Recipient has been reimbursed by the State Water Board under this Agreement.

C.3.18 Indemnification and State Reviews.

The parties agree that review or approval of Project plans and specifications by the State Water Board is for administrative purposes only, including conformity with application and eligibility criteria, and expressly not for the purposes of design defect review or construction feasibility, and does not relieve the Recipient of its responsibility to properly plan, design, construct, operate, and maintain the Project. To the extent permitted by law, the Recipient agrees to indemnify, defend, and hold harmless the State Water Board, and any trustee, and their officers, employees, and agents (collectively, "Indemnified Persons"), against any loss or liability arising out of any claim or action brought against any Indemnified Persons from and against any and all losses, claims, damages, liabilities, or expenses, of every conceivable kind, character, and nature whatsoever arising out of, resulting from, or in any way connected with (1) the Project or the conditions, occupancy, use, possession, conduct, or management of, work done in or about, or the planning, design, acquisition, installation, or construction, of the Project or any part thereof; (2) the carrying out of any of the transactions contemplated by this Agreement or any related document; (3) any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the Toxic Substances Control Act, the Occupational Safety and Health Act, the Safe Drinking Water Act, the California Hazardous Waste Control Law, and California Water Code Section 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the Project; or (4) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by the Recipient for use in any disclosure document utilized in connection with any of the transactions contemplated by this Agreement, except those arising from the gross negligence or willful misconduct of the Indemnified Persons. The Recipient must also provide for the defense and indemnification of the Indemnified Persons in any contractual provision extending indemnity to the Recipient in any contract let for the performance of any work under this Agreement, and must cause the Indemnified Persons to be included within the scope of any provision for the indemnification and defense of the Recipient in any contract or subcontract. To the fullest extent permitted by law, the Recipient agrees to pay and discharge any judgment or award entered or made against Indemnified Persons with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this section survive the term of this Agreement.

C.3.19 Independent Actor.

The Recipient, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State Water Board.

C.3.20 Integration.

This Agreement constitutes the complete and final agreement between the parties. No oral or written understanding or agreement not incorporated in this Agreement shall be binding on either party.

C.3.21 No Discrimination.

- (a) The Recipient must comply with Government Code section 11135 and the implementing regulations (Cal. Code Regs, tit. 2, § 11140 et seq.), including, but not limited to, ensuring that no person is unlawfully denied full and equal access to the benefits of, or unlawfully subjected to discrimination in the operation of, the Project on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical

disability, medical condition, genetic information, marital status, or sexual orientation as such terms are defined under California law, for as long as the Recipient retains ownership or possession of the Project.

- (b) If Grant Funds are used to acquire or improve real property, the Recipient must include a covenant of nondiscrimination running with the land in the instrument effecting or recording the transfer of such real property.
- (c) The Recipient must comply with the federal American with Disabilities Act of 1990 and implementing regulations as required by Government Code section 11135(b).
- (d) The Recipient's obligations under this section shall survive the term of this Agreement.
- (e) During the performance of this Agreement, Recipient and its contractors and subcontractors must not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family care leave, or genetic information, gender, gender identity, gender expression, or military and veteran status.
- (f) The Recipient, its contractors, and subcontractors must ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- (g) The Recipient, its contractors, and subcontractors must comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated thereunder. (Gov. Code, §12990, subs. (a)-(f) et seq.; Cal. Code Regs., tit. 2, § 7285 et seq.) Such regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- (h) The Recipient, its contractors, and subcontractors must give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- (i) The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

C.3.22 No Third Party Rights.

The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation, or undertaking established herein.

C.3.23 No Obligation of the State.

Any obligation of the State Water Board herein contained shall not be an obligation, debt, or liability of the State and any such obligation shall be payable solely out of the moneys encumbered pursuant to this Agreement.

C.3.24 Notice.

Upon the occurrence of any of the following events, the Recipient must notify the Division's Deputy Director and Grant Manager by phone and email within the time specified below:

- (a) The Recipient must notify the Division within 24 hours of any discovery of any potential tribal cultural resource and/or archaeological or historical resource. Should a potential tribal cultural resource and/or archaeological or historical resource be discovered during construction or Project implementation, the Recipient must ensure that all work in the area of

the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the Division has determined what actions should be taken to protect and preserve the resource. The Recipient must implement appropriate actions as directed by the Division.

- (b) The Recipient must notify the Division within five (5) business days of the occurrence of any of the following events:
 - (1) Bankruptcy, insolvency, receivership or similar event of the Recipient, or actions taken in anticipation of any of the foregoing;
 - (2) Change of ownership of the Project;
 - (3) Loss, theft, damage, or impairment to Project;
 - (4) Events of Default, except as otherwise set forth in this section;
 - (5) Failure to observe or perform any covenant or comply with any condition in this Agreement;
 - (6) An offer from a public entity to purchase the Project or any portion thereof, or any of the real or personal property related to or necessary for the Project; or
 - (7) A proceeding or action by a public entity to acquire the Project by power of eminent domain.

- (c) The Recipient must notify the Division in writing within ten (10) business days of the following events:
 - (1) Any litigation pending or threatened with respect to the Project or the Recipient's technical, managerial or financial capacity to operate the or the Recipient's continued existence;
 - (2) Consideration of dissolution, or disincorporation;
 - (3) Adverse tax opinions, the issuance by the Internal Revenue Service or proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices of determinations with respect to the tax status of any tax-exempt bonds; or
 - (4) Enforcement actions by or brought on behalf of the State Water Board or Regional Water Board.

- (d) The Recipient must notify the Division promptly of any of the following events:
 - (1) The discovery of a false statement of fact or representation made in this Agreement or in the application to the Division for this financial assistance, or in any certification, report, or Disbursement Request made pursuant to this Agreement, by the Recipient, its employees, agents, or contractors;
 - (2) Any substantial change in scope of the Project. The Recipient must undertake no substantial change in the scope of the Project until prompt written notice of the proposed change has been provided to the Division and the Division has given written approval for the change;
 - (3) Cessation of all major construction work on the Project where such cessation of work is expected to or does extend for a period of thirty (30) days or more;

- (4) Any circumstance, combination of circumstances, or condition, which is expected to or does delay Work Completion for a period of ninety (90) days or more;
- (5) Any Project monitoring, demonstration, or other implementation activities required in this Agreement;
- (6) Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by state representatives with at least ten (10) working days' notice to the Division;

C.3.25 Operation and Maintenance; Insurance.

The Recipient agrees to sufficiently and properly staff, operate and maintain all portions of the Project during the Useful Life of the Project in accordance with all applicable state and federal laws, rules, and regulations.

The Recipient will procure and maintain or cause to be maintained insurance on the Project with responsible insurers, or as part of a reasonable system of self-insurance, in such amounts and against such risks (including damage to or destruction of the Project) as are usually covered in connection with systems similar to the Project. Such insurance may be maintained by a self-insurance plan so long as such plan provides for (i) the establishment by the Recipient of a separate segregated self-insurance fund in an amount determined (initially and on at least an annual basis) by an independent insurance consultant experienced in the field of risk management employing accepted actuarial techniques and (ii) the establishment and maintenance of a claims processing and risk management program.

In the event of any damage to or destruction of the Project caused by the perils covered by such insurance, the net proceeds thereof shall be applied to the reconstruction, repair or replacement of the damaged or destroyed portion of the Project. The Recipient must begin such reconstruction, repair or replacement as expeditiously as possible, and must pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same must be completed and the Project must be free and clear of all claims and liens.

Recipient agrees that for any policy of insurance concerning or covering the construction of the Project, it will cause, and will require its contractors and subcontractors to cause, a certificate of insurance to be issued showing the State Water Board, its officers, agents, employees, and servants as additional insured; and must provide the Division with a copy of all such certificates prior to the commencement of construction of the Project.

C.3.26 Permits, Subcontracting, and Remedies.

Recipient must procure all permits, licenses and other authorizations necessary to accomplish the work contemplated in this Agreement, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. Signed copies of any such permits or licenses must be submitted to the Division before any construction begins.

The Recipient must not contract or allow subcontracting with excluded parties. The Recipient must not contract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which this funding is authorized. For any work related to this Agreement, the Recipient must not contract with any individual or organization on the State Water Board's List of Disqualified Businesses and Persons that is identified as debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which funding under this Agreement is authorized. The State Water Board's List of Disqualified Businesses and Persons is located at http://www.waterboards.ca.gov/water_issues/programs/enforcement/fwa/dbp.shtml

C.3.27 Professionals.

The Recipient agrees that only licensed professionals will be used to perform services under this Agreement where such services are called for. All technical reports required pursuant to this Agreement that involve planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering, architectural, or geologic sciences, shall be prepared by or under the direction of persons registered to practice in California pursuant to Business and Professions Code, sections 5536.1, 6735, 7835, and 7835.1. To demonstrate compliance with California Code of Regulations, title 16, sections 415 and 3065, all technical reports must contain a statement of the qualifications of the responsible registered professional(s). As required by these laws, completed technical reports must bear the signature(s) and seal(s) of the registered professional(s) in a manner such that all work can be clearly attributed to the professional responsible for the work.

C.3.28 Prevailing Wages.

The Recipient agrees to be bound by all applicable provisions of State Labor Code regarding prevailing wages. The Recipient must monitor all agreements subject to reimbursement from this Agreement to ensure that the prevailing wage provisions of the State Labor Code are being met.

C.3.29 Public Funding.

This Project is publicly funded. Any service provider or contractor with which the Recipient contracts must not have any role or relationship with the Recipient, that, in effect, substantially limits the Recipient's ability to exercise its rights, including cancellation rights, under the contract, based on all the facts and circumstances.

C.3.30 Recipient's Responsibility for Work.

The Recipient shall be responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Recipient shall be responsible for responding to any and all disputes arising out of its contracts for work on the Project. The State Water Board will not mediate disputes between the Recipient and any other entity concerning responsibility for performance of work.

C.3.31 Related Litigation.

Under no circumstances may the Recipient use funds from any disbursement under this Agreement to pay costs associated with any litigation the Recipient pursues against the State Water Board or any Regional Water Quality Control Board. Regardless of the outcome of any such litigation, and notwithstanding any conflicting language in this Agreement, the Recipient agrees to repay all of the disbursed funds plus interest in the event that Recipient does not complete the project.

C.3.32 Rights in Data.

The Recipient agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Recipient may copyright the same, except that, as to any work which is copyrighted by the Recipient, the State reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so, and to receive electronic copies from the Recipient upon request.

C.3.33 State Water Board Action; Costs and Attorney Fees.

Any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the State Water Board as a result of breach of this Agreement by the Recipient, whether such breach occurs before or after completion of the Project, and exercise of any remedy provided

by this Agreement by the State Water Board shall not preclude the State Water Board from pursuing any legal remedy or right which would otherwise be available. In the event of litigation between the parties hereto arising from this Agreement, it is agreed that each party shall bear its own costs and attorney fees.

C.3.34 Timeliness.

Time is of the essence in this Agreement.

C.3.35 Unenforceable Provision.

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

C.3.36 Venue.

Any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California.

C.3.37 Waiver and Rights of the State Water Board.

Any waiver of rights by the State Water Board with respect to a default or other matter arising under this Agreement at any time shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State Water Board provided for in this Agreement are in addition to any other rights and remedies provided by law.

C.4. MISCELLANEOUS STATE REQUIREMENTS.

C.4.1 State Cross-Cutters.

Recipient represents that, as applicable, it complies and covenants to maintain compliance with the following for the term of the Agreement:

- (a) The California Environmental Quality Act (CEQA), as set forth in Public Resources Code 21000 et seq. and in the CEQA Guidelines at Title 14, Division 6, Chapter 3, Section 15000 et seq.
- (b) Water Conservation requirements, including regulations in Division 3 of Title 23 of the California Code of Regulations.
- (c) Monthly Water Diversion Reporting requirements, including requirements set forth in Water Code section 5103.
- (d) Public Works Contractor Registration with Department of Industrial Relations requirements, including requirements set forth in Sections 1725.5 and 1771.1 of the Labor Code.
- (e) Volumetric Pricing & Water Meters requirements, including the requirements of Water Code sections 526 and 527.
- (f) Urban Water Management Plan requirements, including the Urban Water Management Planning Act (Water Code, § 10610 et seq.).
- (g) Urban Water Demand Management requirements, including the requirements of Section 10608.56 of the Water Code.
- (h) Delta Plan Consistency Findings requirements, including the requirements of Water Code section 85225 and California Code of Regulations, Title 23, section 5002.

- (i) Agricultural Water Management Plan Consistency requirements, including the requirements of Water Code section 10852.
- (j) Charter City Project Labor Requirements, including the requirements of Labor Code section 1782 and Public Contract Code section 2503.
- (k) Division of the State Architect requirements, including the requirements of Government Code section 4450 et seq., Education Code section 17280 et seq., and Education Code section 81130 et seq.

BUTTE COUNTY RESOURCE CONSERVATION DISTRICT

AGREEMENT FOR SERVICES

The BUTTE COUNTY RESOURCE CONSERVATION DISTRICT, a resource conservation district authorized pursuant to California Public Resource Code, Division 9, hereafter called "DISTRICT", does hereby agree with Pacific Watershed Associates, Inc. (Pacific Watershed Associates).

1. Pacific Watershed Associates agrees in the performance of work, duties, and obligations devolving upon it. Pacific Watershed Associates will coordinate with the DISTRICT to carryout **Project Specific Requirements (4 - 7)** and all sub-requirements, as detailed in Attachment A approved Scope of Work in order to perform the work of the Post Camp Fire Dixie Road Sediment Reduction Project. Pacific Watershed Associates will implement the Project in accordance with the terms, conditions and specifications in the State Water Resources Control Board Contract #D1911433 with the DISTRICT and attached Scope of Work. The Exhibit's Work Plan may be modified without amendment of this Agreement upon Pacific Watershed Associates submission of proposed modifications and the DISTRICT's written approval of it.
2. Pacific Watershed Associates agrees that it will at all times perform its duties under the Agreement to the best of its ability and in accordance with the highest scientific, professional and ethical standards of its profession. All services to be performed by Pacific Watershed Associates pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county and municipal laws, ordinances and regulations.
4. Pacific Watershed Associates shall provide close coordination with DISTRICT staff, and other involved entities, including local, state and federal agencies, as well as, the local landowners and participate in meetings and other communications as necessary to ensure coordination.
5. The term of this Agreement shall commence upon signing of both parties and shall continue in effect until January 31, 2022. This Agreement may be amended upon mutual written consent of both parties.
6. This Agreement may be terminated by either party by furnishing the other party with written notice at least thirty (30) days prior to such termination. If the DISTRICT terminates this Agreement, Pacific Watershed Associates shall take all reasonable measures to prevent further costs to the DISTRICT under this Agreement. If any action at law is brought by either party to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.
7. The maximum compensation to Pacific Watershed Associates for its services under this Agreement shall not exceed six hundred sixty-three thousand, thirteen dollars and forty cents (**\$663,013.40**), as outlined in the DISTRICT's budget. Payments not to exceed six hundred sixty-three thousand, thirteen dollars and forty cents (**\$663,013.40**) shall be made through monthly invoices as the Pacific Watershed Associates services are provided over the lifetime of this Agreement. Pacific Watershed Associates is not allowed to submit invoices more than once per month. Invoices shall describe the nature and extent of the services actually performed and completed during the stated period covered by the invoice.
8. Pacific Watershed Associates is an independent contractor. No relationship of employer/employee exists between the parties hereto. Performance of services under this Agreement shall be in an independent capacity. Because of its status as an independent contractor, Pacific Watershed Associates waives any and all employment benefits available to DISTRICT employees. It is Pacific Watershed Associate's responsibility to provide workers compensation and payroll deductions and contributions to its employees for any worker benefits or tax purposes as provided for by law.
9. During the performance of this Agreement, Pacific Watershed Associates and its sub-contractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age, sex, or

sexual orientation. Pacific Watershed Associates and its sub-contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Pacific Watershed Associates and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.). Pacific Watershed Associates and its sub-contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. This nondiscrimination clause shall be included in all contracts entered into by Pacific Watershed Associates to perform work provided for under this Agreement.

10. Pacific Watershed Associates shall maintain standard financial accounts, documents, and records relating to the services it performs under this Agreement. Pacific Watershed Associates shall retain these records for seven years (2028) following the date of final disbursement by the DISTRICT under this Agreement, regardless of the termination date. This contract establishes the rights of State Auditors to examine the records relative to the services and materials provided under the subcontract.
11. Pacific Watershed Associates agrees to defend, indemnify and save harmless 1) Butte County Resource Conservation District, its officers, agents and employees (collectively the INDEMNIFIED PARTIES) against any and all claims, damages, costs, losses and expenses, in any manner resulting from, arising out of or in connection with claims brought against the INDEMNIFIED PARTIES in connection with Pacific Watershed Associate's negligence or willful misconduct in performing its obligations under this Agreement.
12. Pacific Watershed Associates further agrees to obtain at Pacific Watershed Associate's expense and keep in full force and effect throughout this Agreement a policy or policies of comprehensive public liability insurance. Such policy or policies shall provide for a minimum coverage limit of \$1,000,000 combined bodily injury and property damage liability, or its equivalent. Such insurance shall be issued by a company or companies admitted to transact business in the State of California.
13. Venue and jurisdiction for any dispute arising between the parties regarding the Agreement shall be in the County of Humboldt.

Time is of the essence in this Agreement.

The Effective Date of this Agreement is May 21, 2019.

Accepted and Agreed by Butte County Resource Conservation District and Pacific Watershed Associates

By: _____
Thad Walker
Conservation Project Coordinator
Butte County Resource Conservation District
150 Chuck Yeager Way – Suite A
Oroville, CA 95965

By: _____
Danny Hagans
Vice President, Principal Earth Scientist
Pacific Watershed Associates, Inc.
Box 4433
Arcata, CA 95521

ATTACHMENT A

CLEANUP AND ABATEMENT ACCOUNT

BUTTE COUNTY RESOURCE CONSERVATION DISTRICT

AND

CALIFORNIA STATE WATER RESOURCES CONTROL BOARD



IMPLEMENTATION GRANT

POST CAMP FIRE DIXIE ROAD SEDIMENT REDUCTION PROJECT

AGREEMENT NO. SWRCB0000000000D1911433

GRANT AMOUNT: \$775,198

ELIGIBLE WORK START DATE: MAY 21, 2019
WORK COMPLETION DATE: DECEMBER 31, 2021
FINAL DISBURSEMENT REQUEST DATE: JANUARY 31, 2022
RECORDS RETENTION END DATE: DECEMBER 31, 2028

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AGREEMENT

1. AUTHORITY.

- (a) The State Water Resources Control Board (State Water Board) is authorized, and implements its authority, to provide financial assistance under this Agreement pursuant to Section 13440 et seq. of the Water Code, and Resolution No. 2018-0056.

2. INTENTION.

- (a) The Recipient desires to receive financial assistance for and undertake work required for the Post Camp Fire Dixie Road Sediment Reduction Project according to the terms and conditions set forth in this Agreement.
- (b) The State Water Board proposes to assist in providing financial assistance for eligible costs of the Project in the amount set forth in Exhibit B, according to the terms and conditions set forth in this Agreement.

3. AGREEMENT, TERM, DOCUMENTS INCORPORATED BY REFERENCE.

In consideration of the mutual representations, covenants and agreements herein set forth, the State Water Board and the Recipient, each binding itself, its successors and assigns, do mutually promise, covenant, and agree to the terms, provisions, and conditions of this Agreement.

- (a) The State Water Board hereby makes a grant to the Recipient in accordance with the provisions of this Agreement.
- (b) Subject to the satisfaction of any condition precedent to this Agreement, this Agreement shall become effective upon the signature of both the Recipient and the State Water Board. Conditions precedent are not limited to the following:
 - (1) The Recipient must deliver to the Division a resolution authorizing this Agreement.
- (c) Upon execution, the term of the Agreement shall begin on the Eligible Work Start Date and extend through the Records Retention End Date.
- (d) This Agreement includes the following exhibits and attachments thereto:

EXHIBIT A – SCOPE OF WORK

EXHIBIT B – FUNDING TERMS

EXHIBIT C – GENERAL & PROGRAMMATIC TERMS AND CONDITIONS

ATTACHMENT A

4. PARTY CONTACTS.

The Party Contacts during the term of this Agreement are:

State Water Board		Butte County Resource Conservation District	
Name:	Heidi Bauer, Grant Manager	Name:	Thad Walker, Project Director
Address:	364 Knollcrest Drive, Suite 205	Address:	150 Chuck Yeager Way, Suite A
City, State, Zip:	Redding, CA 96002	City, State, Zip:	Oroville, CA 95965
Phone:	(530) 224-4996	Phone:	(530) 693-3173
Fax:	(530) 224-4857	Fax:	N/A
Email:	heidi.bauer@waterboards.ca.gov	Email:	thad@bcrd.org

State Water Board	
Name:	Matthew Boone, Technical Contact
Address:	364 Knollcrest Drive, Suite 205
City, State, Zip:	Redding, CA 96002
Phone:	(530) 224-4129
Fax:	(530) 224-4857
Email:	heidi.bauer@waterboards.ca.gov

Direct inquiries to:

State Water Board		Butte County Resource Conservation District	
Section:	Division of Financial Assistance		
Name:	Andrew Hoekstra, Program Analyst	Name:	Tim Keeseey, Grant Contact
Address:	1001 I Street, 17 th Floor	Address:	150 Chuck Yeager Way, Suite A
City, State, Zip:	Sacramento, CA 95814	City, State, Zip:	Oroville, CA 95965
Phone:	(916) 319-9167	Phone:	(530) 693-3173
Fax:	(916) 341-5707	Fax:	N/A
Email:	andrew.hoekstra@waterboards.ca.gov	Email:	tim@bcrd.org

The Recipient may change its Project Director upon written notice to the Grant Manager, which notice shall be accompanied by authorization from the Recipient's Authorized Representative. The State Water Board will notify the Project Director of any changes to its Party Contacts.

While the foregoing are contacts for day-to-day communications regarding Project work, the Recipient shall provide official communications and events of Notice as set forth in Exhibit C to the Division's Deputy Director.

5. DEFINITIONS.

Unless otherwise specified, each capitalized term used in this Agreement has the following meaning:

"Additional Payments" means the reasonable extraordinary fees and expenses of the State Water Board, and of any assignee of the State Water Board's right, title, and interest in and to this Agreement, in connection with this Agreement, including all expenses and fees of accountants, trustees, staff, contractors, consultants, costs, insurance premiums and all other extraordinary costs reasonably incurred by the State Water Board or assignee of the State Water Board.

"Agreement" means this agreement, including all exhibits and attachments hereto.

ATTACHMENT A

"Authorized Representative" means the duly appointed representative of the Recipient as set forth in the certified original of the Recipient's authorizing resolution that designates the authorized representative by title.

"Cover Page" means the front page of this Agreement.

"Days" means calendar days unless otherwise expressly indicated.

"Deputy Director" means the Deputy Director of the Division.

"Disbursement Period" means the period during which Grant Funds may be disbursed.

"Disbursement Request" means the Recipient's request for Grant Funds from the State Water Board as set forth in Exhibit B.

"Division" means the Division of Financial Assistance of the State Water Board or any other segment of the State Water Board authorized to administer this Agreement.

"Eligible Work Start Date" means the date set forth on the Cover Page of this Agreement, establishing the date on or after which costs may be incurred and eligible for reimbursement hereunder.

"Event of Default" means the occurrence of any of the following events:

- (a) A representation or warranty made by or on behalf of the Recipient in this Agreement or in any document furnished by or on behalf of the Recipient to the State Water Board pursuant to this Agreement which shall prove to have been inaccurate, misleading or incomplete in any material respect;
- (b) A material adverse change in the condition of the Recipient which the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement;
- (c) Failure by the Recipient to observe and perform any covenant, condition, or provision in this Agreement, which failure shall continue for a period of time, to be determined by the Division;
- (d) Initiation of proceedings seeking arrangement, reorganization, or any other relief under any applicable bankruptcy, insolvency, or other similar law; the appointment of or taking possession of the Recipient's property by a receiver, liquidator, assignee, trustee, custodian, conservator, or similar official; the Recipient's entering into a general assignment for the benefit of creditors; the initiation of resolutions or proceedings to terminate the Recipient's existence, or any action in furtherance of any of the foregoing;
- (e) A determination pursuant to Government Code section 11137 that the Recipient has violated any provision in Article 9.5 of Chapter 1 of Part 1 of Division 3 of Title 2 of the Government Code;
- (f) Loss of the Recipient's rights, licenses, permits, or privileges necessary for the operation of the Project, or the occurrence of any material restraint on the Recipient's enterprise by a government agency or court order;
- (g) A determination pursuant to Government Code section 11137 that the Recipient has violated any provision in Article 9.5 of Chapter 1 of Part 1 of Division 3 of Title 2;
- (h) Loss of the Recipient's rights, licenses, permits, or privileges necessary for the operation of the Project, or the occurrence of any material restraint on the Recipient's enterprise by a government agency or court order.

ATTACHMENT A

Butte County Resource Conservation District
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"Final Disbursement Request Date" means the date set forth as such on the Cover Page of this Agreement, after which date, no further Grant Funds disbursements may be requested.

"Fiscal Year" means the period of twelve (12) months terminating on June 30 of any year.

"Force Account" means the use of the Recipient's own employees, equipment, or resources for the Project.

"Generally accepted accounting principles (GAAP)" means the uniform accounting and reporting procedures set forth in publications of the American Institute of Certified Public Accountants or its successor, or by any other generally accepted authority on such procedures, and includes, as applicable, the standards set forth by the Governmental Accounting Standards Board or its successor, or the Uniform System of Accounts, as adopted by the California Public Utilities Commission for water utilities.

"Grant Amount" means the maximum amount payable under this Agreement, as set forth on the Cover Page.

"Grant Contact" means the employee of the Recipient who has been delegated by the Project Director to oversee the day-to-day activities of the Project. The Grant Contact is set forth in Section 4 of this Agreement.

"Grant Funds" means all moneys disbursed to the Recipient by the State Water Board for eligible Project Costs pursuant to this Agreement.

"Grant Manager" means the person designated by the State Water Board to manage performance of this Agreement. The Grant Manager is set forth in Section 4 of this Agreement.

"Guidelines" means the State Water Board's "Cleanup and Abatement Account Funding Program Guidelines," in effect as of the execution date of this Agreement.

"Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the Project (i.e., costs that are not directly related to the Project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Recipient; non-project specific accounting and personnel services performed within the Recipient organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project specific facilities; tuition and conference fees; generic overhead or markup; and taxes.

"Party Contact" means, for the Recipient, the Authorized Representative of the Recipient or any designee of the Authorized Representative, and, for the State Water Board, the Grant Manager, or the Program Analyst.

"Project" means the Project financed by this Agreement as described in Exhibits A and B and in the documents incorporated by reference herein.

"Project Completion" means, as determined by the Division, that the Project is complete to the reasonable satisfaction of the Division.

"Project Costs" means the incurred costs of the Recipient which are eligible for financial assistance under this Agreement, which are allowable costs as defined under the Guidelines, and which are reasonable, necessary and allocable by the Recipient to the Project.

"Project Director" means an employee of the Recipient designated by the Authorized Representative to be responsible for the overall management of the administrative and technical aspects of the executed Agreement. The Project Director is set forth in Section 4 of this Agreement.

"Recipient" means Butte County Resource Conservation District.

ATTACHMENT A

Butte County Resource Conservation District
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“Records Retention End Date” means the last date that the Recipient is obligated to maintain records and is set forth on the Cover Page of this Agreement.

“Regional Water Quality Control Board” or “Regional Water Board” means the appropriate Regional Water Quality Control Board.

“State” means State of California.

“State Water Board” means the California State Water Resources Control Board.

“Technical Contact” means technical staff assigned to the Project who is responsible for tasks that require technical background in reviewing and approving a specific document or progress report, and in conducting site visits.

“Useful Life” means the useful life of the Project beginning at Project Completion.

“Work Completion” means the Recipient’s submittal of all work set forth under Exhibit A for review and approval by the Division. The Division may require corrective work to be performed prior to Project Completion. Any work occurring after the Work Completion Date will not be reimbursed under this Agreement.

“Work Completion Date” means the date set forth on the Cover Page of this Agreement and is the last date on which Project Costs may be incurred under this Agreement.

“Year” means calendar year unless otherwise expressly indicated.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

BUTTE COUNTY RESOURCE CONSERVATION DISTRICT:

By: _____

Name: David Lee

Title: Chairman of the Board of Directors

Date: _____

STATE WATER RESOURCES CONTROL BOARD:

By: _____

Name: Leslie S. Laudon

Title: Deputy Director
Division of Financial Assistance

Date: _____

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EXHIBIT A – SCOPE OF WORK

A.1 PROJECT DESCRIPTION, USEFUL LIFE, AND SCOPE OF WORK.

- (a) The Project is the project set forth on the Cover Page of this Agreement. The Project is for the benefit of the Recipient. The purpose of this Project is to protect the spawning beds and fisheries habitat of endangered and threatened species associated with the North Fork Feather River, Camp Creek, and their tributaries by implementing forest management, erosion control, and storm proofing practices on Dixie Road and Camp Creek Road in Butte County within the perimeter of the 2018 Camp Fire.
- (b) The Useful Life of any constructed portions of this Project is at least twenty (20) years.
- (c) Scope of Work.

The Recipient agrees to do the following:

1. Project Management

- 1.1 Provide all technical and administrative services as needed for project completion; monitor, supervise, and review all work performed; and coordinate budgeting and scheduling to ensure the Project is completed within budget, on schedule, and in accordance with applicable laws and regulations.
- 1.2 Notify the Grant Manager and Technical Contact at least fifteen (15) working days in advance of upcoming meetings, workshops, and trainings.
- 1.3 Conduct periodic and final site visits with the Central Valley Water Board staff, Grant Manager, and/or Technical Contact.

2. Project Effectiveness and Performance

- 2.1 Prepare a Project Assessment and Evaluation Plan (PAEP) which describes the manner in which the Project performance will be assessed, evaluated, reported, and include the detail of the methods of measuring and reporting and submit to the Grant Manager and Technical Contact for approval.

3. Environmental Compliance and Permitting

- 3.1 Complete documentation required under the California Environmental Quality Act (CEQA) for the proposed implementation project. Take all required steps to prepare, circulate, and certify the required CEQA document(s).
 - 3.1.1 Submit the draft CEQA document to the Grant Manager and Technical Contact for comment, if applicable.
 - 3.1.2 Submit the final CEQA document to the Grant Manager and Technical Contact.
 - 3.1.3 Obtain written environmental clearance from the State Water Board confirming the State Water Board has made its own environmental findings and concurred that implementation/construction may proceed.
- 3.2 Obtain all public agency approvals, entitlements, or permits required for project implementation before ground disturbing field work begins. Obtain all necessary access agreements to enter and perform the below described work on all private

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properties and properties owned or controlled by Butte County or the United States Federal Government. Submit a list and signed copies of such approvals, entitlements, permits, and/or access agreements to the Grant Manager.

4. Site Selection

- 4.1 Submit a list of the sixty-three (63) candidate sites that were identified as in need of repair, replacement, or decommissioning using the Rapid Road Evaluation and Storm Proofing Plan developed by Pacific Watershed Associates.
- 4.2 Rank the candidate sites in Item 4.1 as having high, moderate, or low treatment immediacy based on erosion potential and sediment delivery volume. Submit a list of the ranked sites to the Grant Manager and Technical Contact.
- 4.3 Evaluate all sites ranked as having high or moderate treatment immediacy for cost effectiveness and select a minimum of twenty-six (26) culvert sites and a minimum of three (3) miles of road for treatment. Submit a map of the sites and roads selected for treatment to the Grant Manager and Technical Contact.
- 4.4 Identify sites in the Project area that are not a priority for this Project but continue to pose potential and significant threat to water quality, including sites that could use additional assessment and evaluation and prescribe cost-effective treatments for possible future projects.
- 4.5 Conduct a tax assessor's research and title search, where necessary, and generate maps to identify land ownership in the Project area. Submit the maps to the Grant Manager and Technical Contact.
- 4.6 Develop and distribute a notice to all property owners in the Project area informing them of the Project. Submit a copy of the notice to the Grant Manager and Technical Contact.
- 4.7 Develop and execute site access agreements with all landowners of properties where the implementation work will occur. If a site contains a construction portion of the Project, the site access agreements shall provide for access for the Useful Life of the Project. Submit copies of the signed landowner agreement(s) and map(s) identifying the site locations to the Grant Manager and Technical Contact.

5. Planning and Design

- 5.1 Develop design plans and specifications for road repair, replacement, or decommissioning for the sites and roads selected in Item 4.3 and submit to the Grant Manager and Technical Contact for approval. Design plans and specifications shall include a list of the sites and prescribed treatments such as:
 - Culverts;
 - Armored fill crossings;
 - Rock dips;
 - Rolling dips;
 - Rock armor used for reducing velocity scour;
 - Fill slopes; and
 - Cost estimates.

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- 5.2 Develop design plans and specifications for erosion control Best Management Practices (BMPs) to be applied at the sites and roads in item 5.1 for the purpose of sediment delivery prevention and submit to the Grant Manager and Technical Contact for approval. BMPs may include:
- Culverts;
 - Straw application;
 - Rock armoring;
 - Slash treatments;
 - Ground application of hydro-mulching and/or hydro-seeding;
 - Fiber rolls and/or fiber mats;
 - Woody debris removal and/or installation;
 - Silt fencing, wattles, and native plants; and
 - Cost estimates.
- 5.3 Conduct a sediment source inventory along 1.88 miles of road identified as the Dixie Road Midslope Segment using assessment protocols from the Department of Fish and Wildlife's *Salmonid Stream Habitat Restoration Manual* and Pacific Watershed Associates' *Handbook for Forest, Ranch, and Rural Roads*. Submit a table of inventoried sites to the Grant Manager and Technical Contact.
- 5.4 Prepare and submit an Action Plan to the Grant Manager and Technical Contact that summarizes the results of the sediment source inventory in Item 5.3, including:
- Treatment prioritization for existing or potential sediment discharge sites;
 - Treatment recommendations, erosion control plans, and erosion prevention plans for each identified existing or potential sediment discharge site and its hydrologically connected adjacent road reaches;
 - Cost estimates for heavy equipment, labor, permitting, and materials needed to implement the treatment recommendations;
 - Geographical Information System (GIS) maps depicting sites by treatment prioritization and site type, as well as technical specification and/or construction illustrations for each site in need of treatment; and
 - Expected sediment and pollutant load reductions to be achieved through the implementation of the treatment recommendations.
- 5.5 Complete the bid documents in accordance with the Recipient's internal procurement procedures and the approved design plans and specifications in Item 5.1 and 5.2 and advertise the Project for bid. Submit the advertised bid documents and bid summary to the Grant Manager and Technical Contact.
- 5.6 Select an appropriately qualified and licensed contractor(s) for the implementation work and submit a copy of the Notice(s) to Proceed and awarded contract(s) to the Grant Manager and Technical Contact.
6. Implementation
- 6.1 Purchase materials for road crossing replacement and repair work that may include culverts, rock armoring, base rock, geotextile fabric, over side drains, and flumes. Submit a list of purchased materials to the Grant Manager and Technical Contact.
- 6.2 Repair or replace culverts in accordance with the approved design plans and specifications in Item 5.1, after obtaining environmental clearance specified in Item 3.1.3 and the necessary approvals, entitlements, or permits in Item 3.2.

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- 6.3 Repair, re-grade, and/or decommission roads in accordance with the approved design plans and specifications in Item 5.1, after obtaining environmental clearance specified in Item 3.1.3 and the necessary approvals, entitlements, or permits in Item 3.2.
- 6.4 Install erosion control BMPs in accordance with the approved design plans and specifications in Item 5.2, using a qualified licensed contractor(s). All BMP's shall be installed prior to November 15th of the year site disturbance occurred. During the winter period (November 15th – April 1st) operations, erosion control shall be in place prior to end of the workday if the National Weather Forecast predicts 30% chance of rain or better.
- 6.5 Prepare a completion report of implementation work competed in Item 6.2 through Item 6.4 and submit to the Grant Manager and Technical Contact. The completion report shall include the following information for each applicable site:
 - Site maps with implemented BMPs;
 - As-built drawing and specifications;
 - Copies of permits; and
 - Watershed-scale Geographic Information System location maps identifying locations and project types.

7. Monitoring and Assessment

- 7.1 Conduct post BMP implementation effectiveness monitoring and maintenance activities in partnership with the Central Valley Water Board to ensure BMP performance and to identify necessary maintenance to treated areas. Submit results of monitoring and maintenance activities to the Grant manager.
- 7.2 Conduct pre-, during, and post-construction photo documentation and submit to the Grant Manager. Photo documentation must be completed per photo monitoring guidance from US EPA, United States Department of Agriculture (USDA), or other methodology approved by the Grant Manager. Photo guidance may be found at:
https://www.epa.gov/sites/production/files/2016-06/documents/chapter_5_may_2016_508.pdf;
and
http://www.waterboards.ca.gov/water_issues/programs/swamp/docs/cwt/guidance/4214a.pdf.

8. Education and Outreach

- 8.1 Submit Project updates to the Grant Manager, including the status, goals, scope, and timeline of the Project, to the Grant Manager, to upload to the State Water Board and Regional Water Board websites.
- 8.2 Design and submit informational outreach signage to the Grant Manager and Technical Contact. Signage must include the following disclosure statement and color logo (available from the Division):



8.2.1

- 8.2.2 "Funding for this project has been provided in full or in part through an agreement with the State Water Resources Control Board."

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8.2.3 The Project sign may include another agency's required promotional information so long as the above logos and disclosure statement are equally prominent on the sign. The sign shall be prepared in a professional manner.

8.3 Place a minimum of two (2) informational outreach signs designed in Item 8.2 at public access points within the project area. Submit sign locations and photo-documentation of outreach signage to the Grant Manager and Technical Contact.

A.2 STANDARD PROJECT REQUIREMENTS.

A.2.1 Disclosure Statements.

The Recipient shall include the following disclosure statement in any document, written report, or brochure prepared in whole or in part pursuant to this Agreement:

"Funding for this project has been provided in full or in part through an agreement with the State Water Resources Control Board. The contents of this document do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."

A.2.2 Reports.

A.2.2.1 Progress Reports.

The Recipient shall submit quarterly progress reports, using a format provided by the Grant Manager, within forty-five (45) days following the end of the calendar quarter (March, June, September, and December) to the Grant Manager. Progress reports shall provide a brief description of activities that have occurred, milestones achieved, monitoring results (if applicable), and any problems encountered in the performance of the work under this Agreement during the applicable reporting period. Reporting shall be required even if no grant-related activities occurred during the reporting period. The Recipient shall document all activities and expenditures in progress reports, including work performed by contractors.

A.2.2.2 As Needed Reports.

The Recipient must provide expeditiously, during the term of this Agreement, any reports, data, and information reasonably required by the Division including, but not limited to, material necessary or appropriate for evaluation of the funding program or to fulfill any reporting requirements of the state or federal government.

A.2.2.3 Final Reports

At the conclusion of the Project, the Recipient must submit the following to the Grant Manager:

(a) Draft Final Project Report.

Prepare and submit to the Grant Manager, for review and comment, a draft Final Project Report in a format provided by the Grant Manager.

(b) Final Project Report.

Prepare a Final Project Report that addresses, to the extent feasible, comments made by the Grant Manager on the draft Final Project Report. Submit one (1) reproducible master copy and an electronic copy of the Final Project Report. Upload an electronic copy of the Final Project

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Report in pdf format to the Financial Assistance Application Submittal Tool system.

A.2.3 Commencement of Operations.

Upon Work Completion, the Recipient must expeditiously initiate Project operations.

A.2.4 Final Project Inspection and Certification.

Upon completion of the Project, the Recipient shall provide for a final inspection and shall certify that the Project has been completed in accordance with this Agreement, any final plans and specifications submitted to the State Water Board, and any amendments or modifications thereto. If the Project involves the planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering, or other professionals, the final inspection and certification shall be conducted by a California Registered Civil Engineer or other appropriate California registered professional. The results of the final inspection and certification shall be submitted to the Grant Manager.

A.3 DATES AND DELIVERABLES.

- (a) Time is of the essence.
- (b) The Recipient must expeditiously proceed with and complete the Project.
- (c) The following dates are established on the Cover Page of this Agreement:
 - (1) Eligible Work Start Date;
 - (2) Work Completion Date;
 - (3) Final Disbursement Request Date; and
 - (4) Records Retention End Date.
- (d) The Recipient must begin work timely.
- (e) The Recipient must deliver any request for amendment no fewer than 120 days prior to the Work Completion Date.
- (f) The undisbursed balance of this Agreement will be deobligated if the Recipient does not provide its final Disbursement Request to the Division on or before the Final Disbursement Request Date, unless prior approval has been granted by the Division.

A.4 SUBMITTAL SCHEDULE.

Failure to provide items by the due dates indicated in the table below may constitute a material violation of this Agreement. However, the dates in the "Estimated Due Date" column of this table may be adjusted as necessary during the Disbursement Period with Grant Manager approval. All work or submittals must be achieved with relevant submittals approved by the Division prior to the Work Completion Date, and the final Disbursement Request submitted prior to the Final Disbursement Request Date set forth in Exhibit B.

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SUBMITTAL SCHEDULE

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
EXHIBIT A			
A.1	PROJECT DESCRIPTION, USEFUL LIFE, AND SCOPE OF WORK		
A.1.c	Scope of Work		
1.	Project Management		
1.2	Notification of Upcoming Meetings, Workshops, and/or Trainings		Ongoing
2.	Project Effectiveness and Performance		
2.1	Project Assessment and Evaluation Plan (PAEP)	60 Days After Execution	
3.	Environmental Compliance and Permitting		
3.1.1	Draft CEQA Documents		March 2020
3.1.2	Final CEQA Documents		April 2020
3.2	Public Agency Approvals, Entitlements, Permits, and/or Access Agreements		June 2020
4.	Site Selection		
4.1	List of Sixty-Three (63) Candidate Sites	Complete	
4.2	List of Ranked Sites	Complete	
4.3	Final Map of Selected Sites and Roads	Complete	
4.5	Title Search and Maps Identifying Land Ownership		April 2020
4.6	Copy of Notice to Property Owners		April 2020
4.7	Copies of Signed Landowner Access Agreements and Map(s) Identifying Site Locations		May 2020
5.	Planning and Design		
5.1	Design Plans and Specifications for Road Repair, Replacement, or Decommissioning	Complete	
5.2	Design Plans and Specifications for Erosion Control Best Management Practices (BMPs)		March 2020
5.3	Sediment Source Inventory Table of Inventoried Sites		December 2020
5.4	Sediment Source Inventory Action Plan		May 2021
5.5	Advertised Bid Documents and Bid Summary		May 2020
5.6	Notice(s) to Proceed and Awarded Contract(s)		June 2020

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ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
EXHIBIT A			
6.	Implementation		
6.1	List of Purchased Materials		After Construction Completion
6.5	Completion Report	November 30, 2021	
7.	Monitoring and Assessment		
7.1	Results of Monitoring and Maintenance Activities		Ongoing
7.2	Pre-, During, and Post-Implementation Photo Documentation		Ongoing
8.	Education and Outreach		
8.1	Project Updates Including Status, Goals, Scope, and Timeline		Ongoing
8.2	Informational Outreach Signage Design		June 2020
8.3	Sign Locations and Photo-Documentation of Signage		July 2020
A.2	STANDARD PROJECT REQUIREMENTS		
A.2.2	Reports		
A.2.2.1	Progress Reports	Quarterly	
A.2.2.2	As Needed Reports		As Needed
A.2.2.3(a)	Draft Final Project Report	October 31, 2021	
A.2.2.3(b)	Final Project Report	November 30, 2021	
A.2.4	Final Project Inspection and Certification	Before Final Invoice	
EXHIBIT B			
B.1.7(a)(4)	Disbursement Requests	Quarterly	
B.1.7(a)(8)	Final Disbursement Request	January 31, 2022	

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EXHIBIT B – FUNDING TERMS

B.1. FUNDING AMOUNTS AND DISBURSEMENTS.

B.1.1 Funding Contingency and Other Sources.

- (a) If this Agreement's funding for any Fiscal Year expires due to reversion or is reduced, substantially delayed, or deleted by the Budget Act, by Executive Order, or by order or action of the Department of Finance, the State Water Board has the option to either cancel this Agreement with no liability accruing to the State Water Board, or offer an amendment to the Recipient to reflect the reduced amount.
- (b) If funding for Project Costs is made available to the Recipient from sources other than this Agreement, the Recipient must notify the Division. The Recipient may retain such funding up to an amount which equals the Recipient's share of Project Costs. To the extent allowed by requirements of other funding sources, excess funding must be remitted to the State Water Board.

B.1.2 Estimated Reasonable Cost.

The estimated reasonable cost of the total Project, including associated planning and design costs is SEVEN HUNDRED SEVENTY-FIVE THOUSAND ONE HUNDRED NINETY-EIGHT DOLLARS (\$775,198).

B.1.3 Grant Amount.

Subject to the terms of this Agreement, the State Water Board agrees to provide funds not to exceed the Grant Amount as set forth on the Cover Page of this Agreement.

B.1.4 Budget Summary.

LINE ITEM	GRANT AMOUNT
Personnel Services	\$ 58,030
Operating Expenses	\$ 30,392
Professional / Consulting Services	\$149,946
Construction	\$525,488
Indirect Costs	\$ 11,342
TOTAL PROJECT COST	\$775,198

B.1.5 Budget Flexibility.

- (a) Line Item Adjustment(s). Subject to the prior review and approval of the Grant Manager, adjustments between existing line item(s) may be used to defray allowable direct costs up to fifteen percent (15%) of the total Grant Amount including any amendment(s) thereto. Line item adjustments in excess of fifteen percent (15%) shall require a formal Agreement amendment. If the line item budget includes an amount for Personnel Services, that amount is based on the hours, classifications, and rates submitted by the Recipient in its application. Any changes to the hours, classifications, and rates must be approved, in advance and in writing, by the Grant Manager.

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- (b) Procedure to Request an Adjustment. The Recipient may submit a request for an adjustment in writing to the Grant Manager. Such adjustment may not increase or decrease the total Grant Amount. The Recipient shall submit a copy of the original Agreement budget sheet reflecting the requested changes. Changes shall be noted by striking the original amount(s) followed with proposed change(s) in bold and underlined. Budget adjustments deleting a budget line item or adding a new budget line item requires a formal amendment and are not permissible under this provision. The State Water Board may also propose adjustments to the budget.
- (c) Remaining Balance. In the event the Recipient does not submit Disbursement Requests requesting all of the Grant Funds encumbered under this Agreement, any remaining Grant Funds revert to the State.

B.1.6 Contingent Disbursement.

- (a) Notwithstanding any other provision of this Agreement, the Recipient agrees that the State Water Board may retain an amount equal to ten percent (10%) of the Grant Amount until Project Completion. Any retained amounts due to the Recipient will be promptly disbursed to the Recipient, without interest, upon Project Completion.
- (b) The State Water Board's disbursement of funds hereunder is contingent on the Recipient's compliance with the terms and conditions of this Agreement.
- (c) The State Water Board's obligation to disburse Grant Funds is contingent upon the availability of sufficient funds to permit the disbursements provided for herein. If sufficient funds are not available for any reason including, but not limited to, failure of the federal or State government to appropriate funds necessary for disbursement of Grant Funds, the State Water Board shall not be obligated to make any disbursements to the Recipient under this Agreement. This provision shall be construed as a condition precedent to the obligation of the State Water Board to make any disbursements under this Agreement. Nothing in this Agreement shall be construed to provide the Recipient with a right of priority for disbursement over any other entity. If any disbursements due the Recipient under this Agreement are deferred because sufficient funds are unavailable, it is the intention of the State Water Board that such disbursement will be made to the Recipient when sufficient funds do become available, but this intention is not binding.
- (d) No Project Costs incurred prior to the Eligible Work Start Date are eligible for reimbursement.
- (e) Failure to proceed according to the timelines set forth in this Agreement may require the Recipient to repay to the State Water Board all disbursed Grant Funds.
- (f) The Recipient agrees to ensure that its final Disbursement Request is received by the Division no later than the Final Disbursement Request Date, unless prior approval has been granted by the Division. If the final Disbursement Request is not received timely, the undisbursed balance of this Agreement may be deobligated.

B.1.7 Disbursement Procedure.

- (a) Except as may be otherwise provided in this Agreement, disbursement of Grant Funds will be made as follows:
 - (1) Upon execution and delivery of this Agreement, the Recipient may submit a Disbursement Request for eligible Project Costs as specified in this Exhibit

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through submission to the State Water Board using the Disbursement Request form and the reimbursement request form provided by the Grant Manager.

- (2) Disbursement Requests shall contain the following information:
 - a. The date of the request;
 - b. The time period covered by the request, i.e., the term “from” and “to”;
 - c. The total amount requested;
 - d. Original signature and date (in ink) of the Recipient’s Project Director or his/her designee; and
 - e. The final Disbursement Request shall be clearly marked “FINAL DISBURSEMENT REQUEST” and shall be submitted NO LATER THAN the Final Disbursement Request Date.
- (3) Disbursement Requests must be itemized based on the line items specified in the budget in this exhibit. Disbursement Requests must be complete, signed by the Recipient’s Project Director or his/her designee, and addressed to the Grant Manager as set forth in Section 4 of this Agreement. Disbursement Requests submitted in any other format than the one provided by the State Water Board will cause a Disbursement Request to be disputed. In the event of such a dispute, the Grant Manager will notify the Recipient. Payment will not be made until the dispute is resolved and a corrected Disbursement Request submitted. The Grant Manager has the responsibility for approving Disbursement Requests. Project Costs incurred prior to the Eligible Work Start Date of this Agreement will not be reimbursed.
- (4) Grant Funds must be requested quarterly via Disbursement Request for eligible costs incurred during the reporting period of the corresponding Progress Report, describing the activities and expenditures for which the disbursement is being requested. Each Disbursement Request must be accompanied by a Progress Report. Failure to provide timely Disbursement Requests may result in such requests not being honored.
- (5) The Recipient agrees that it will not submit any Disbursement Requests that include any Project Costs until such cost has been incurred and is currently due and payable by the Recipient, although the actual payment of such cost by the Recipient is not required as a condition of Disbursement Request. Supporting documentation (e.g., receipts, laboratory invoices) must be submitted with each Disbursement Request. The amount requested for administration costs must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = total amount claimed). Disbursement of Grant Funds will be made only after receipt of a complete, adequately supported, properly documented and accurately addressed Disbursement Request.
- (6) The Recipient will not seek reimbursement of any Project Costs that have been reimbursed from other funding sources.
- (7) Recipient shall use Grant Funds within 30 days of receipt to reimburse contractors, vendors, and other Project Costs. Any interest earned on Grant Funds shall be reported to the State Water Board and will either be required to

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be returned to the State Water Board or deducted from future disbursements. In the event that the Recipient fails to disburse Grant Funds to contractors or vendors within thirty (30) days from receipt of the Grant Funds, the Recipient shall immediately return such Grant Funds to the State Water Board. Interest shall accrue on such Grant Funds from the date of disbursement through the date of mailing of Grant Funds to the State Water Board. If the Recipient held such Grant Funds in interest-bearing accounts, any interest earned on the Grant Funds shall also be due to the State Water Board.

- (8) Recipient shall submit its final Disbursement Request no later than the Final Disbursement Request Date specified herein unless prior approval is granted by the Division. If the Recipient fails to do so, then the undisbursed balance of this Agreement may be deobligated.
- (9) The Recipient agrees that it will not request a disbursement unless that cost is allowable, reasonable, and allocable.
- (10) Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner that is in violation of or in conflict with federal or state laws, policies, or regulations.
- (11) The Recipient agrees that it shall not be entitled to interest earned on undisbursed Grant Funds.
- (12) No work or travel outside the State of California is permitted under this Agreement unless the Division provides prior written authorization. Failure to comply with this restriction may result in termination of this Agreement, pursuant to Exhibit C. Any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the California Department of Human Resources at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx> as of the date costs are incurred by the Recipient.
- (13) The Recipient must include any other documents or requests required or allowed under this Agreement.

B.1.8 Withholding of Disbursements.

Notwithstanding any other provision of this Agreement, the State Water Board may withhold all or any portion of the Grant Funds upon the occurrence of any of the following events:

- (a) The Recipient's failure to maintain reasonable progress on the Project as determined by the Division;
- (b) Commencement of litigation or a judicial or administrative proceeding related to the Project that the State Water Board determines may impair the timely satisfaction of Recipient's obligations under this Agreement;
- (c) Any investigation by the District Attorney, California State Auditor, Bureau of State Audits, United States Environmental Protection Agency's Office of Inspector General, the Internal Revenue Service, Securities and Exchange Commission, a grand jury, or any other state or federal agency, relating to the Recipient's financial management, accounting procedures, or internal fiscal controls;
- (d) A material adverse change in the condition of the Recipient that the Division reasonably determines would materially impair the Recipient's ability to satisfy its

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obligations under this Agreement, or any other event that the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement;

- (e) The Recipient's material violation of, or threat to materially violate, any term of this Agreement;
- (f) Suspicion of fraud, forgery, embezzlement, theft, or any other misuse of public funds by the Recipient or its employees, or by its contractors or agents regarding the Project;
- (g) An event requiring Notice as set forth in Exhibit C;
- (h) An Event of Default or an event that the Division determines may become an Event of Default.

B.1.9 Fraud and Misuse of Public Funds.

All Disbursement Requests submitted must be accurate and signed under penalty of perjury. All costs submitted pursuant to this Agreement must only be for the work or tasks set forth in this Agreement. The Recipient must not submit any Disbursement Request containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs). Any eligible costs for which the Recipient is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is improper and will not be compensated. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements and, notwithstanding any other section in this Agreement, the termination of this Agreement requiring the repayment of all Grant Funds disbursed hereunder. Additionally, the Deputy Director of the Division may request an audit and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability.

B.2. RECIPIENT'S PAYMENT OBLIGATION.

B.2.1 Project Costs.

The Recipient must pay any and all costs connected with the Project including, without limitation, any and all Project Costs and Additional Payments. If the Project's Grant Amount is not sufficient to pay the Project Costs in full, the Recipient must nonetheless complete the Project and pay that portion of the Project Costs in excess of the available Grant Funds, and shall not be entitled to any reimbursement therefor from the State Water Board.

B.3. NO LIENS.

The Recipient must not make any pledge of or place any lien on the Project, except upon consent of the Division.

EXHIBIT C – GENERAL AND PROGRAMMATIC TERMS & CONDITIONS

C.1. REPRESENTATIONS AND WARRANTIES.

The Recipient represents, warrants, and commits to the following as of the Eligible Work Start Date and continuing thereafter for the term of this Agreement, which shall be at least until the Records Retention End Date.

C.1.1 Application and General Recipient Commitments.

The Recipient has not made any untrue statement of a material fact in its application for this financial assistance, or omitted to state in its application a material fact that makes the statements in its application not misleading.

The Recipient agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents.

The Recipient agrees to fulfill all assurances, declarations, representations, and commitments in its application, accompanying documents, and communications filed in support of its request for funding under this Agreement.

C.1.2 Authorization and Validity.

The execution and delivery of this Agreement, including all incorporated documents, has been duly authorized by the Recipient. Upon execution by both parties, this Agreement constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.

C.1.3 No Violations.

The execution, delivery, and performance by Recipient of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date set forth on the first page hereof, or result in any breach or default under any contract, obligation, indenture, or other instrument to which Recipient is a party or by which Recipient is bound as of the date set forth on the Cover Page.

C.1.4 No Litigation.

There are, as of the date of execution of this Agreement by the Recipient, no pending or, to Recipient's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which materially affect the financial condition or operations of the Recipient and/or the Project.

There are no proceedings, actions, or offers by a public entity to acquire by purchase or the power of eminent domain the Project or any of the real or personal property related to or necessary for the Project.

C.1.5 Property Rights.

The Recipient owns or has sufficient property rights in the Project property for the longer of the Useful Life or the term of this Agreement, either in fee simple or for a term of years that is not subject to third-party revocation during the Useful Life of the Project.

C.1.6 Solvency and Insurance.

None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of Recipient. The Recipient is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Recipient is able to pay its debts as they become due. The Recipient maintains sufficient insurance coverage considering the scope of this Agreement, including, for example but not necessarily limited to, general liability, automobile liability, workers compensation and employer liability, professional liability.

C.1.7 Legal Status and Eligibility.

The Recipient is duly organized and existing and in good standing under the laws of the State of California. Recipient must at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority. The Recipient acknowledges that changes to its legal or financial status may affect its eligibility for funding under this Agreement and commits to maintaining its eligibility. Within the preceding ten years, the Recipient has not failed to demonstrate compliance with state or federal audit disallowances.

C.1.8 Financial Statements and Continuing Disclosure.

The financial statements of Recipient previously delivered to the State Water Board as of the date(s) set forth in such financial statements: (a) are materially complete and correct; (b) present fairly the financial condition of the Recipient; and (c) have been prepared in accordance with GAAP. Since the date(s) of such financial statements, there has been no material adverse change in the financial condition of the Recipient, nor have any assets or properties reflected on such financial statements been sold, transferred, assigned, mortgaged, pledged or encumbered, except as previously disclosed in writing by Recipient and approved in writing by the State Water Board.

The Recipient is current in its continuing disclosure obligations associated with its material debt, if any.

C.2. DEFAULTS AND REMEDIES.

In addition to any other remedy set forth in this Agreement, the following remedies are available under this Agreement.

C.2.1 Return of Funds; Acceleration; Additional Payments; and Cross-Defaults.

Notwithstanding any other provision of this Agreement, if the Division determines that an Event of Default has occurred, the Recipient may be required, upon demand, immediately to do each of the following:

- (a) Return to the State Water Board any grant or principal forgiveness amounts received pursuant to this Agreement;
- (b) Accelerate the payment of any principal owed under this Agreement, all of which shall be immediately due and payable;
- (c) Pay interest at the highest legal rate on all of the foregoing; and
- (d) Pay any Additional Payments.

C.2.2 Judicial Remedies.

Whenever the State Water Board determines that an Event of Default shall have occurred, the State Water Board may enforce its rights under this Agreement by any judicial proceeding, whether at law or in equity. Without limiting the generality of the foregoing, the State Water Board may:

- (a) by suit in equity, require the Recipient to account for amounts relating to this Agreement as if the Recipient were the trustee of an express trust;
- (b) by mandamus or other proceeding, compel the performance by the Recipient and any of its officers, agents, and employees of any duty under the law or of any obligation or covenant under this Agreement; and
- (c) take whatever action at law or in equity as may appear necessary or desirable to the State Water Board, or to enforce performance of any obligation or covenant of the Recipient under this Agreement.

C.2.3 Termination.

Upon an Event of Default, the State Water Board may terminate this Agreement. Interest shall accrue on all amounts due at the highest legal rate of interest from the date that the State Water Board delivers notice of termination to the Recipient.

C.2.4 Remedies and Limitations.

None of the remedies available to the State Water Board shall be exclusive of any other remedy, and each such remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. The State Water Board may exercise any remedy, now or hereafter existing, without exhausting and without regard to any other remedy.

Any claim of the Recipient is limited to the rights, remedies, and claims procedures provided to the Recipient under this Agreement.

C.2.5 Non-Waiver.

Nothing in this Agreement shall affect or impair the Recipient's obligation to undertake work under this Agreement or shall affect or impair the right of the State Water Board to bring suit to enforce such work. No delay or omission of the State Water Board in the exercise of any right arising upon an Event of Default shall impair any such right or be construed to be a waiver of any such Event of Default. The State Water Board may exercise from time to time and as often as shall be deemed expedient by the State Water Board, any remedy or right provided by law or pursuant to this Agreement.

C.2.6 Status Quo.

If any action to enforce any right or exercise any remedy shall be brought and either discontinued or determined adversely to the State Water Board, then the State Water Board shall be restored to its former position, rights and remedies as if no such action had been brought.

C.3. STANDARD CONDITIONS.

C.3.1 Access, Inspection, and Public Records.

The Recipient must ensure that the State Water Board, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project implementation and thereafter for the term of the Agreement. The Recipient acknowledges that, except for a subset of information regarding archaeological records, the Project records and locations are public records including, but not limited to, all of the submissions accompanying the application, all of the documents incorporated into this Agreement by reference, and all reports, Disbursement Requests, and supporting documentation submitted hereunder.

C.3.2 Accounting and Auditing Standards; Financial Management Systems; Records Retention.

- (a) The Recipient must maintain project accounts according to GAAP as issued by the Governmental Accounting Standards Board (GASB) or its successor. The Recipient must maintain GAAP-compliant project accounts, including GAAP requirements relating to the reporting of infrastructure assets.
- (b) Without limitation of the requirement to maintain Project accounts in accordance with GAAP, the Recipient must:
 - (1) Establish an official file for the Project which adequately documents all significant actions relative to the Project;

- (2) Establish separate accounts which will adequately and accurately depict all amounts received and expended on the Project, including all assistance funds received under this Agreement;
 - (3) Establish separate accounts which will adequately depict all income received which is attributable to the Project, specifically including any income attributable to assistance funds disbursed under this Agreement;
 - (4) Establish an accounting system which will accurately depict final total costs of the Project, including both direct and Indirect Costs;
 - (5) Establish such accounts and maintain such records as may be necessary for the State to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations; and
 - (6) If Force Account is used by the Recipient for any phase of the Project, other than for planning, design, and construction engineering and administration provided for by allowance, accounts will be established which reasonably document all employee hours charged to the Project and the associated tasks performed by each employee. Indirect Costs from Force Account are not eligible for funding.
- (c) The Recipient must maintain separate books, records and other material relative to the Project. The Recipient must also retain such books, records, and other material for itself and for each contractor or subcontractor who performed or performs work on this project for a minimum of seven (7) years after Work Completion. The Recipient must require that such books, records, and other material are subject at all reasonable times (at a minimum during normal business hours) to inspection, copying, and audit by the State Water Board, the California State Auditor, the Bureau of State Audits, the Governor, or any authorized representatives of the aforementioned. The Recipient must allow and must require its contractors to allow interviews during normal business hours of any employees who might reasonably have information related to such records. The Recipient agrees to include a similar duty regarding audit, interviews, and records retention in any contract or subcontract related to the performance of this Agreement. The provisions of this section survive the term of this Agreement.

C.3.3 Amendment.

No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by both the Recipient and the Deputy Director or designee.

Requests for amendments must be made in writing and directed to the Party Contacts listed in Section 4.

C.3.4 Assignability.

This Agreement is not assignable by the Recipient, either in whole or in part, without the consent of the State Water Board in the form of a formal written amendment to this Agreement.

C.3.5 Audit.

- (a) The Division may call for an audit of financial information relative to the Project if the Division determines that an audit is desirable to assure program integrity or if an audit becomes necessary because of state or federal requirements. If an audit is called for, the audit must be performed by a certified public accountant independent of the Recipient and at the cost of the Recipient. The audit must be in the form required by the Division.
- (b) Audit disallowances must be returned to the State Water Board.

C.3.6 Bonding.

Where contractors are used, the Recipient must not authorize construction to begin until each contractor has furnished a performance bond in favor of the Recipient in the following amounts: faithful performance (100%) of contract value; labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00.

C.3.7 Competitive Bidding.

Recipient must adhere to any applicable state law or local ordinance for competitive bidding and applicable labor laws.

C.3.8 Compliance with Applicable Laws, Rules, and Requirements.

The Recipient must, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and state laws, rules, guidelines, regulations, and requirements. Without limitation of the foregoing, to the extent applicable, the Recipient must:

- (a) Comply with the provisions of the adopted environmental mitigation plan, if any, for the term of this Agreement;
- (b) Comply with the Guidelines; and
- (c) Comply with and require compliance with the state and federal requirements set forth elsewhere in this Agreement.

C.3.9 Computer Software.

The Recipient certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

C.3.10 Conflict of Interest.

The Recipient certifies that its owners, officers, directors, agents, representatives, and employees are in compliance with applicable state and federal conflict of interest laws.

C.3.11 Continuous Use of Project; No Lease, Sale, Transfer of Ownership, or Disposal of Project.

The Recipient agrees that, except as provided in this Agreement, it will not abandon, substantially discontinue use of, lease, sell, transfer ownership of, or dispose of all or a significant part or portion of the Project during the Useful Life of the Project without prior written approval of the Division. Such approval may be conditioned as determined to be appropriate by the Division, including a condition requiring repayment of all disbursed Grant Funds or all or any portion of all remaining funds covered by this Agreement together with accrued interest and any penalty assessments that may be due.

C.3.12 Data Management.

The Recipient will undertake appropriate data management activities so that Project data can be incorporated into statewide data systems.

C.3.13 Disputes.

- (a) The Recipient may appeal a staff decision within 30 days to the Deputy Director of the Division or designee, for a final Division decision. The Recipient may appeal a final Division decision to the State Water Board within 30 days. The Office of the Chief Counsel of the State Water Board will prepare a summary of the dispute and make recommendations relative to its final resolution, which will be provided to the State Water Board's Executive

Director and each State Water Board Member. Upon the motion of any State Water Board Member, the State Water Board will review and resolve the dispute in the manner determined by the State Water Board. Should the State Water Board determine not to review the final Division decision, this decision will represent a final agency action on the dispute.

- (b) This clause does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law.
- (c) Recipient must continue with the responsibilities under this Agreement during any dispute.
- (d) This section relating to disputes does not establish an exclusive procedure for resolving claims within the meaning of Government Code sections 930 and 930.4.

C.3.14 Drug-Free Workplace.

The Recipient certifies that it will provide a drug-free workplace in compliance with the Drug-Free Workplace Act (Gov. Code. §§ 8350-8357). The Recipient shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the Recipient's workplace and specifying the actions to be taken against employees for violations of the prohibition. The Recipient shall establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace, the Recipient's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and penalties that may be imposed upon employees for drug abuse violations. The Recipient shall provide that every employee who works on the Project receives a copy of the Recipient's drug-free workplace policy statement and agrees to abide by the terms of the statement as a condition of employment on the Project.

C.3.15 Environmental Clearance.

- (a) Notwithstanding any other provision, the State Water Board has no binding obligation to provide funding under this Agreement except for activities excluded from, not subject to, or exempt under the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA). No work that is subject to CEQA or NEPA may proceed under this Agreement until the State Water Board has provided approval to proceed. Upon receipt and review of the Recipient's environmental documents, the State Water Board shall make the appropriate environmental findings before determining whether to approve construction or implementation funding for the Project under this Agreement. Providing approval for such construction or implementation funding is fully discretionary. The State Water Board may require changes in the scope of work or additional mitigation as a condition to providing construction or implementation funding under this Agreement. Recipient shall not perform any work subject to CEQA and/or NEPA before the State Water Board completes its environmental review and specifies any changes in scope or additional mitigation that may be required. Proceeding with work subject to CEQA and/or NEPA without approval by the State Water Board shall constitute a breach of a material provision of this Agreement.
- (b) If this Project includes modification of a river or stream channel, the Recipient must fully mitigate environmental impacts resulting from the modification. The Recipient must provide documentation that the environmental impacts resulting from such modification will be fully mitigated considering all of the impacts of the modification and any mitigation, environmental enhancement, and environmental benefit resulting from the Project, and whether, on balance, any environmental enhancement or benefit equals or exceeds any negative environmental impacts of the Project.

C.3.16 Governing Law.

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

C.3.17 Income Restrictions.

The Recipient agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Recipient under this Agreement must be paid by the Recipient to the State Water Board, to the extent that they are properly allocable to costs for which the Recipient has been reimbursed by the State Water Board under this Agreement.

C.3.18 Indemnification and State Reviews.

The parties agree that review or approval of Project plans and specifications by the State Water Board is for administrative purposes only, including conformity with application and eligibility criteria, and expressly not for the purposes of design defect review or construction feasibility, and does not relieve the Recipient of its responsibility to properly plan, design, construct, operate, and maintain the Project. To the extent permitted by law, the Recipient agrees to indemnify, defend, and hold harmless the State Water Board, and any trustee, and their officers, employees, and agents (collectively, "Indemnified Persons"), against any loss or liability arising out of any claim or action brought against any Indemnified Persons from and against any and all losses, claims, damages, liabilities, or expenses, of every conceivable kind, character, and nature whatsoever arising out of, resulting from, or in any way connected with (1) the Project or the conditions, occupancy, use, possession, conduct, or management of, work done in or about, or the planning, design, acquisition, installation, or construction, of the Project or any part thereof; (2) the carrying out of any of the transactions contemplated by this Agreement or any related document; (3) any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the Toxic Substances Control Act, the Occupational Safety and Health Act, the Safe Drinking Water Act, the California Hazardous Waste Control Law, and California Water Code Section 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the Project; or (4) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by the Recipient for use in any disclosure document utilized in connection with any of the transactions contemplated by this Agreement, except those arising from the gross negligence or willful misconduct of the Indemnified Persons. The Recipient must also provide for the defense and indemnification of the Indemnified Persons in any contractual provision extending indemnity to the Recipient in any contract let for the performance of any work under this Agreement, and must cause the Indemnified Persons to be included within the scope of any provision for the indemnification and defense of the Recipient in any contract or subcontract. To the fullest extent permitted by law, the Recipient agrees to pay and discharge any judgment or award entered or made against Indemnified Persons with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this section survive the term of this Agreement.

C.3.19 Independent Actor.

The Recipient, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State Water Board.

C.3.20 Integration.

This Agreement constitutes the complete and final agreement between the parties. No oral or written understanding or agreement not incorporated in this Agreement shall be binding on either party.

C.3.21 No Discrimination.

- (a) The Recipient must comply with Government Code section 11135 and the implementing regulations (Cal. Code Regs, tit. 2, § 11140 et seq.), including, but not limited to, ensuring that no person is unlawfully denied full and equal access to the benefits of, or unlawfully subjected to discrimination in the operation of, the Project on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical

disability, medical condition, genetic information, marital status, or sexual orientation as such terms are defined under California law, for as long as the Recipient retains ownership or possession of the Project.

- (b) If Grant Funds are used to acquire or improve real property, the Recipient must include a covenant of nondiscrimination running with the land in the instrument effecting or recording the transfer of such real property.
- (c) The Recipient must comply with the federal American with Disabilities Act of 1990 and implementing regulations as required by Government Code section 11135(b).
- (d) The Recipient's obligations under this section shall survive the term of this Agreement.
- (e) During the performance of this Agreement, Recipient and its contractors and subcontractors must not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family care leave, or genetic information, gender, gender identity, gender expression, or military and veteran status.
- (f) The Recipient, its contractors, and subcontractors must ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- (g) The Recipient, its contractors, and subcontractors must comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated thereunder. (Gov. Code, §12990, subs. (a)-(f) et seq.; Cal. Code Regs., tit. 2, § 7285 et seq.) Such regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- (h) The Recipient, its contractors, and subcontractors must give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- (i) The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

C.3.22 No Third Party Rights.

The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation, or undertaking established herein.

C.3.23 No Obligation of the State.

Any obligation of the State Water Board herein contained shall not be an obligation, debt, or liability of the State and any such obligation shall be payable solely out of the moneys encumbered pursuant to this Agreement.

C.3.24 Notice.

Upon the occurrence of any of the following events, the Recipient must notify the Division's Deputy Director and Grant Manager by phone and email within the time specified below:

- (a) The Recipient must notify the Division within 24 hours of any discovery of any potential tribal cultural resource and/or archaeological or historical resource. Should a potential tribal cultural resource and/or archaeological or historical resource be discovered during construction or Project implementation, the Recipient must ensure that all work in the area of

the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the Division has determined what actions should be taken to protect and preserve the resource. The Recipient must implement appropriate actions as directed by the Division.

- (b) The Recipient must notify the Division within five (5) business days of the occurrence of any of the following events:
 - (1) Bankruptcy, insolvency, receivership or similar event of the Recipient, or actions taken in anticipation of any of the foregoing;
 - (2) Change of ownership of the Project;
 - (3) Loss, theft, damage, or impairment to Project;
 - (4) Events of Default, except as otherwise set forth in this section;
 - (5) Failure to observe or perform any covenant or comply with any condition in this Agreement;
 - (6) An offer from a public entity to purchase the Project or any portion thereof, or any of the real or personal property related to or necessary for the Project; or
 - (7) A proceeding or action by a public entity to acquire the Project by power of eminent domain.

- (c) The Recipient must notify the Division in writing within ten (10) business days of the following events:
 - (1) Any litigation pending or threatened with respect to the Project or the Recipient's technical, managerial or financial capacity to operate the or the Recipient's continued existence;
 - (2) Consideration of dissolution, or disincorporation;
 - (3) Adverse tax opinions, the issuance by the Internal Revenue Service or proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices of determinations with respect to the tax status of any tax-exempt bonds; or
 - (4) Enforcement actions by or brought on behalf of the State Water Board or Regional Water Board.

- (d) The Recipient must notify the Division promptly of any of the following events:
 - (1) The discovery of a false statement of fact or representation made in this Agreement or in the application to the Division for this financial assistance, or in any certification, report, or Disbursement Request made pursuant to this Agreement, by the Recipient, its employees, agents, or contractors;
 - (2) Any substantial change in scope of the Project. The Recipient must undertake no substantial change in the scope of the Project until prompt written notice of the proposed change has been provided to the Division and the Division has given written approval for the change;
 - (3) Cessation of all major construction work on the Project where such cessation of work is expected to or does extend for a period of thirty (30) days or more;

- (4) Any circumstance, combination of circumstances, or condition, which is expected to or does delay Work Completion for a period of ninety (90) days or more;
- (5) Any Project monitoring, demonstration, or other implementation activities required in this Agreement;
- (6) Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by state representatives with at least ten (10) working days' notice to the Division;

C.3.25 Operation and Maintenance; Insurance.

The Recipient agrees to sufficiently and properly staff, operate and maintain all portions of the Project during the Useful Life of the Project in accordance with all applicable state and federal laws, rules, and regulations.

The Recipient will procure and maintain or cause to be maintained insurance on the Project with responsible insurers, or as part of a reasonable system of self-insurance, in such amounts and against such risks (including damage to or destruction of the Project) as are usually covered in connection with systems similar to the Project. Such insurance may be maintained by a self-insurance plan so long as such plan provides for (i) the establishment by the Recipient of a separate segregated self-insurance fund in an amount determined (initially and on at least an annual basis) by an independent insurance consultant experienced in the field of risk management employing accepted actuarial techniques and (ii) the establishment and maintenance of a claims processing and risk management program.

In the event of any damage to or destruction of the Project caused by the perils covered by such insurance, the net proceeds thereof shall be applied to the reconstruction, repair or replacement of the damaged or destroyed portion of the Project. The Recipient must begin such reconstruction, repair or replacement as expeditiously as possible, and must pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same must be completed and the Project must be free and clear of all claims and liens.

Recipient agrees that for any policy of insurance concerning or covering the construction of the Project, it will cause, and will require its contractors and subcontractors to cause, a certificate of insurance to be issued showing the State Water Board, its officers, agents, employees, and servants as additional insured; and must provide the Division with a copy of all such certificates prior to the commencement of construction of the Project.

C.3.26 Permits, Subcontracting, and Remedies.

Recipient must procure all permits, licenses and other authorizations necessary to accomplish the work contemplated in this Agreement, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. Signed copies of any such permits or licenses must be submitted to the Division before any construction begins.

The Recipient must not contract or allow subcontracting with excluded parties. The Recipient must not contract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which this funding is authorized. For any work related to this Agreement, the Recipient must not contract with any individual or organization on the State Water Board's List of Disqualified Businesses and Persons that is identified as debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which funding under this Agreement is authorized. The State Water Board's List of Disqualified Businesses and Persons is located at http://www.waterboards.ca.gov/water_issues/programs/enforcement/fwa/dbp.shtml

C.3.27 Professionals.

The Recipient agrees that only licensed professionals will be used to perform services under this Agreement where such services are called for. All technical reports required pursuant to this Agreement that involve planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering, architectural, or geologic sciences, shall be prepared by or under the direction of persons registered to practice in California pursuant to Business and Professions Code, sections 5536.1, 6735, 7835, and 7835.1. To demonstrate compliance with California Code of Regulations, title 16, sections 415 and 3065, all technical reports must contain a statement of the qualifications of the responsible registered professional(s). As required by these laws, completed technical reports must bear the signature(s) and seal(s) of the registered professional(s) in a manner such that all work can be clearly attributed to the professional responsible for the work.

C.3.28 Prevailing Wages.

The Recipient agrees to be bound by all applicable provisions of State Labor Code regarding prevailing wages. The Recipient must monitor all agreements subject to reimbursement from this Agreement to ensure that the prevailing wage provisions of the State Labor Code are being met.

C.3.29 Public Funding.

This Project is publicly funded. Any service provider or contractor with which the Recipient contracts must not have any role or relationship with the Recipient, that, in effect, substantially limits the Recipient's ability to exercise its rights, including cancellation rights, under the contract, based on all the facts and circumstances.

C.3.30 Recipient's Responsibility for Work.

The Recipient shall be responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Recipient shall be responsible for responding to any and all disputes arising out of its contracts for work on the Project. The State Water Board will not mediate disputes between the Recipient and any other entity concerning responsibility for performance of work.

C.3.31 Related Litigation.

Under no circumstances may the Recipient use funds from any disbursement under this Agreement to pay costs associated with any litigation the Recipient pursues against the State Water Board or any Regional Water Quality Control Board. Regardless of the outcome of any such litigation, and notwithstanding any conflicting language in this Agreement, the Recipient agrees to repay all of the disbursed funds plus interest in the event that Recipient does not complete the project.

C.3.32 Rights in Data.

The Recipient agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Recipient may copyright the same, except that, as to any work which is copyrighted by the Recipient, the State reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so, and to receive electronic copies from the Recipient upon request.

C.3.33 State Water Board Action; Costs and Attorney Fees.

Any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the State Water Board as a result of breach of this Agreement by the Recipient, whether such breach occurs before or after completion of the Project, and exercise of any remedy provided

by this Agreement by the State Water Board shall not preclude the State Water Board from pursuing any legal remedy or right which would otherwise be available. In the event of litigation between the parties hereto arising from this Agreement, it is agreed that each party shall bear its own costs and attorney fees.

C.3.34 Timeliness.

Time is of the essence in this Agreement.

C.3.35 Unenforceable Provision.

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

C.3.36 Venue.

Any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California.

C.3.37 Waiver and Rights of the State Water Board.

Any waiver of rights by the State Water Board with respect to a default or other matter arising under this Agreement at any time shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State Water Board provided for in this Agreement are in addition to any other rights and remedies provided by law.

C.4. MISCELLANEOUS STATE REQUIREMENTS.

C.4.1 State Cross-Cutters.

Recipient represents that, as applicable, it complies and covenants to maintain compliance with the following for the term of the Agreement:

- (a) The California Environmental Quality Act (CEQA), as set forth in Public Resources Code 21000 et seq. and in the CEQA Guidelines at Title 14, Division 6, Chapter 3, Section 15000 et seq.
- (b) Water Conservation requirements, including regulations in Division 3 of Title 23 of the California Code of Regulations.
- (c) Monthly Water Diversion Reporting requirements, including requirements set forth in Water Code section 5103.
- (d) Public Works Contractor Registration with Department of Industrial Relations requirements, including requirements set forth in Sections 1725.5 and 1771.1 of the Labor Code.
- (e) Volumetric Pricing & Water Meters requirements, including the requirements of Water Code sections 526 and 527.
- (f) Urban Water Management Plan requirements, including the Urban Water Management Planning Act (Water Code, § 10610 et seq.).
- (g) Urban Water Demand Management requirements, including the requirements of Section 10608.56 of the Water Code.
- (h) Delta Plan Consistency Findings requirements, including the requirements of Water Code section 85225 and California Code of Regulations, Title 23, section 5002.

- (i) Agricultural Water Management Plan Consistency requirements, including the requirements of Water Code section 10852.
- (j) Charter City Project Labor Requirements, including the requirements of Labor Code section 1782 and Public Contract Code section 2503.
- (k) Division of the State Architect requirements, including the requirements of Government Code section 4450 et seq., Education Code section 17280 et seq., and Education Code section 81130 et seq.