

Staff Report

TO: Directors of the Board, Nevada Irrigation District

FROM: Greg Jones, Assistant General Manager
Neysa King, Environmental Resources Administrator

DATE: March 22, 2023

SUBJECT: Bear River Wildfire Recovery Project Contract Approval (Consent)

ADMINISTRATION

RECOMMENDATION:

Adopt Resolution No. 2023-15 - 2023 Bear River Wildfire Recovery Project Contract Approval, approve Project contract expense, and authorize the General Manager to execute the necessary documents.

BACKGROUND:

On June 2, 2022, NID executed Grant Agreement #1400 from the Sierra Nevada Conservancy (SNC) in the amount of \$570,000 to complete 150-acres of fire fuels treatment and post wildfire remediation within the Bear River Wildfire Burn Scar (Project #2651). NID will implement a 2-phase process for the work, the first phase will be for hand crew over 100 acres, and a second phase consists of mechanical treatment on the additional 50 acres. Phase II implementation is anticipated to begin next year and SNC Grant funding is available until Jan. 1, 2028.

The purpose of this Project is to reduce future wildfire risk and to improve recovery of the Bear River Watershed. The August 2021 River Fire burned 2,619 acres in the Bear River Canyon, much of it at high severity, between Combie and Rollins Reservoirs, near the Hwy 80 corridor just north of Auburn. About 11% (or 320 acres) of the burned land is owned by the Nevada Irrigation District (NID).

NID has previously initiated emergency restoration efforts on some of the property, and this additional grant-funded work will remove burned trees on a total of 150 acres on the steep slopes of the Bear River Canyon. Overall, the project will include hand crew and chipping treatments, mastication, and hazard tree removal in the burned area. This work will prepare District parcels for reforestation.

The River Fire occurred in an area of critical water conveyance and is vulnerable to erosion that would severely impact NID's infrastructure. As landowners in the burn scar NID is seeking to mitigate future impacts through forest restoration efforts.

This project will achieve the following benefits:

- Reduce the amount of debris, vegetation and potential erosion effects that may be liberated from the burned area and transported into the Bear River, Combie Reservoir, and associated water system infrastructure;
- Protect the quality and supply of water that comes from and through the Bear River watershed;
- Enhance watershed condition and terrestrial and aquatic habitats;
- Improve forest health to reduce wildfire risk through fuels reduction; and
- Improve timber growth to elevate carbon sequestration processes.

CONTRACT BIDS AND RECOMMENDATIONS:

On Feb. 2, 2023, NID released the Request for Bids to 11 firms for Phase I of the Project focusing on hand crew fire fuels treatment on 100 acres. Bidders were invited to bid for all or any combination of scoped items and on Feb. 24, 2023 NID received responses from 4 firms as detailed below.

Summary of Bids Received for Phase I (100 acres)

Scope of Work (Item)	A Plus Tree Care	Loggers Unlimited	Red Mountain Resource	Sierra Land Improvement
Unit 1 - 23 acres	\$374,000	\$62,000	\$68,862	\$163,000
Unit 2 – 52 acres	\$844,480	\$124,000	\$77,688	\$369,200
Unit 3 – 25 acres	\$406,000	\$93,000	\$72,350	\$177,500
Bid Totals:	\$1,624,480	\$279,000	\$218,900	\$709,700

Upon review of bids received, staff recommends contracting with Red Mountain Resource for all three units for a total amount of \$218,900 for acres treated plus 10% cost of bonding, bringing the total contract amount not to exceed to \$240,790.

In addition to the Contractor project costs, NID will be contracting with a Registered Professional Forester to support project design, permitting, implementation, site preparation, and inspection.

In Phase II of the Project, we will finish the remaining 50 acres of grant funded mechanical treatment. District staff are in the process of completing and obtaining all permits and access agreement for this project, including a CAL FIRE Exemption and possibly a Lake and Streambed Alteration Agreement.

BUDGETARY IMPACT:

The Watershed Budget (70116) includes contractor expense of \$385,000 for this project in Fiscal Year 2023. We anticipate using \$192,790 of SNC grant funds with an additional 20% of NID matching funds of \$48,000.

Attachment (2):

- Resolution No. 2023-15 - 2023 Bear River Wildfire Recovery Project Contractor Approval
- SNC Grant Agreement
- Project Map



RESOLUTION NO. 2023-15
OF THE BOARD OF DIRECTORS OF THE NEVADA IRRIGATION DISTRICT

**AUTHORIZING THE APPROVAL FOR CONTRACT FOR THE BEAR RIVER WILDFIRE
RECOVERY PROJECT #2651**

WHEREAS, The August 2021 River Fire burned 2,619 acres in the Bear River Canyon, much of it at high severity, between Combie and Rollins Reservoirs, near the Hwy 80 corridor just north of Auburn; and

WHEREAS, Approximately eleven percent (320 acres) of the burned are is owned by the Nevada Irrigation District (NID) and NID has already initiated emergency restoration efforts on approximately 80 acres of this property; and

WHEREAS, On June 2, 2022, NID executed Grant Agreement #1400 with the Sierra Nevada Conservancy (SNC) in the amount of \$570,000 to complete 150-acres of fire fuels treatment and post wildfire remediation within NID-owned lands in the burn scar; and

WHEREAS, The purpose of this Bear River Wildfire Recovery Project is to reduce future wildfire risk and to improve recovery of the Bear River Watershed; and

WHEREAS, The River Fire occurred in an area of critical water conveyance and is vulnerable to erosion that could severely impact NID's downstream infrastructure and, as landowners in the burn scar NID is seeking to mitigate future impacts through forest restoration efforts; and

WHEREAS, The Bear River Wildfire Recovery Project will seek to reduce the amount of debris and potential erosion effects that may be transported into the Bear River, protect quality and supply of water in the Bear River watershed, enhance watershed condition, and improve forest health; and

WHEREAS, On Feb. 2, 2023, NID released the Request for Bids to 11 firms for Phase I of the Project focusing on hand crew fire fuels treatment on 100 acres; and

NOW, THEREFORE BE IT RESOLVED, the above recitals are true and correct and are incorporated as findings of the Board of Directors; and

BE IT FURTHER RESOLVED, the Board of Directors approves a contract with Red Mountain Enterprises in the not to exceed amount of \$240,790; and

BE IT FURTHER RESOLVED, the Board of Directors appoints its General Manager, or designee, as agent to conduct all negotiations, execute and submit all documents,

Resolution No. 2022-15

Authorizing the Approval for Contract for the Bear River Wildfire Recovery Project #2651

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including but not limited to: applications, agreements, payment requests, and so on, which may be necessary for the completion of the aforementioned project(s).

PASSED AND ADOPTED by the Board of Directors of the Nevada Irrigation District at a regular meeting held on the 22nd day of March, 2023 by the following vote:

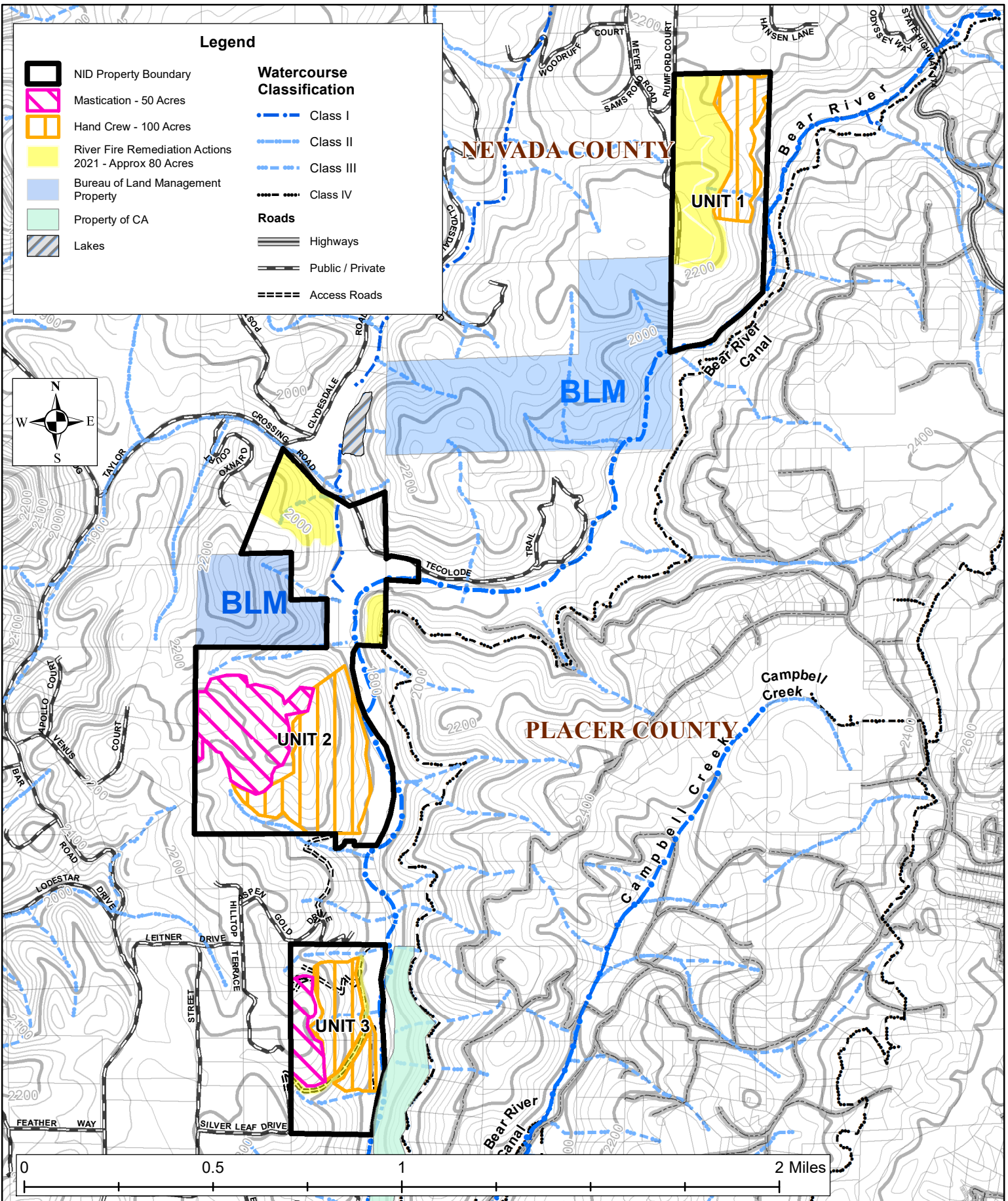
AYES:	Directors:
NOES:	Directors:
ABSENT:	Directors:
ABSTAINS:	Directors:

President of the Board of Directors

Attest:

Secretary to the Board of Directors

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SNC 1400 Bear River Wildfire Recovery Site Plan Map
 Portion of Section 5; T14N., R9E., & Portion of Section 32 & 28; T15., R9E., & Portion of Section 28; T15N., R9E.,
 MDB&M USGS Colfax and Chicago Park Quads




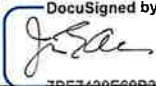
Date: 3/23/2022
 Drawn By: C. TOWNSEND

NEVADA IRRIGATION DISTRICT
 NEVADA COUNTY -- PLACER COUNTY
 GRASS VALLEY, CALIFORNIA

Scale: 1:21,120
 Sheet: 4 of 4 **5**

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

GRANTEE NAME:	Nevada Irrigation District	
PROJECT TITLE:	Bear River Wildfire Recovery Project	
AUTHORITY:	California Budget Act of 2021 (SB 170, Section 77)	
PROGRAM:	Wildfire Recovery and Forest Resilience	
AGREEMENT NUMBER:	1400	
BOARD AWARD DATE:	06/02/2022	
GRANT SUMMARY:		
Under the terms and conditions of this Grant Agreement, the Grantee shall complete the Project described in Exhibit A. The Sierra Nevada Conservancy grants to the Grantee up to the total Grant amount specified below for eligible costs of the Project.		
KEY DEADLINES:		
<u>Project Completion Date:</u> The Grantee shall complete the Project by January 1, 2028.		
<u>Payment Request for Final Expenditures, Final Report, and Deliverables:</u> The Grantee shall, unless otherwise authorized by the SNC, submit a Payment Request for Final Expenditures, and all other final reports, documentation, and deliverables required by the "Project Completion" section of this Agreement, by February 15, 2028.		
<u>Operation and Maintenance:</u> The Grantee shall operate, maintain, and use the Project site for 10 years, in accordance with the "Use of Land and Facilities" section of this Agreement.		
<u>Agreement Expiration:</u> This Agreement expires 10 years from the Effective Date of the agreement.		
PROJECT CONTACTS:		
Chris Dallas is the Sierra Nevada Conservancy's designated Project Lead for this Grant. The Grantee's Authorized Representative is Greg Jones.		
Total State Grant not to exceed	\$570,000	(or eligible costs, whichever is less)

All terms and conditions are set forth in the attached Grant Agreement, which is hereby executed as follows.	
GRANTEE NEVADA IRRIGATION DISTRICT	STATE OF CALIFORNIA SIERRA NEVADA CONSERVANCY
By (Signature): 	By (Signature):  <small>DocuSigned by: 78E7488E68B3418...</small>
Name (Print): <i>GREG JONES</i>	Name (Print): Julie Alvis
Title: <i>Asst. General Manager</i>	Title: Chief Deputy Executive Officer
Date: <i>9/7/2022</i>	Date: 9/20/2022
Organization Address: 1036 W. Main Street Grass Valley, CA 95945	Organization Address: 11521 Blocker Drive, Suite 205 Auburn, CA 95603

GRANT AGREEMENT
State of California – Sierra Nevada Conservancy

Grantee Name: Nevada Irrigation District

Project Title: Bear River Wildfire Recovery Project

Agreement Number: 1400

Authority: California Budget Act of 2021(SB 170, Section 77)

Program: Wildfire Recovery and Forest Resilience

SCOPE OF AGREEMENT

Pursuant to Division 23.3 of the California Public Resources Code, the Sierra Nevada Conservancy hereby grants to **Nevada Irrigation District** (“Grantee”) a sum not to exceed **Five Hundred Seventy Thousand dollars (\$ 570,000)**, subject to the terms and conditions of this Grant Agreement. Grantee shall use these funds to implement the Project identified in Exhibit A to this Agreement (Exhibit A), which is incorporated herein by reference and attached hereto. Exhibit A sets forth: (1) Project Scope and Activities, (2) Project Tasks and Timeline, (3) Project Budget, (4) Project Deliverables, and (5) Project Reporting Requirements.

Grantee shall also implement this project consistent with the provisions of the Sierra Nevada Conservancy 2022 Wildfire Recovery and Forest Resilience Directed Grant Program Guidelines which are incorporated herein by reference and are available at: <https://sierranevada.ca.gov/wp-content/uploads/sites/326/2021/12/2022-Wildfire-Recovery-and-Forest-Resilience-GrantGuidelines.pdf>

TERMS AND CONDITIONS OF GRANT

Special Provisions

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

least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

General Provisions

A. Definitions

1. "Agreement" means this Grant Agreement and all exhibits incorporated in this Agreement by reference.
2. "Deliverables" means the items specified in Exhibit A, Project Deliverables.
3. "Effective Date" means the effective date of this Agreement, which is the date that this Agreement is signed by the Executive Officer, or designee, of the SNC.
4. "Grant Funds" mean the money provided by the Sierra Nevada Conservancy to the Grantee under this Agreement.
5. "Grant Guidelines" means the Sierra Nevada Conservancy 2022 Wildfire Recovery and Forest Resilience Directed Grant Program Guidelines available at: <https://sierranevada.ca.gov/wp-content/uploads/sites/326/2021/12/2022-Wildfire-Recovery-and-Forest-Resilience-GrantGuidelines.pdf>
6. "Grantee" means the entity identified as the Grantee on page 1 of this Agreement.
7. "Project" means the Project described in Exhibit A.
8. "Project Budget" means the Grantee's approved expenses for completion of the Project as described in Exhibit A, Project Budget.
9. "Project Completion Date" means the date by which all project implementation work must be complete, as specified under Key Deadlines on page 1 of this Agreement. Please note that this may be a later date than the anticipated project completion set forth in Exhibit A.
10. "Project Tasks and Timeline" means the Grantee's intended schedule for completing the Project as set forth in Exhibit A, Project Tasks and Timeline.
11. "SNC" means the Sierra Nevada Conservancy, an agency of the State of California.
12. "State" means the State of California.

B. Term of Agreement

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

C. Project Implementation

1. Grantee shall complete the Project in accordance with the Project Scope and Activities, Project Tasks and Timeline, and Project Budget set forth in Exhibit A, by the Project Completion Date.
2. Grantee shall submit all Deliverables and reports specified in Exhibit A in accordance with the deadlines set forth in Exhibit A. SNC may either delay disbursement of or withhold Grant Funds if Grantee fails to submit required deliverables or reports by the deadlines specified in Exhibit A. Progress reports must be submitted using the Progress Report Template Form, which is available from the SNC Project Lead. Final reports must use the Final Report Template Form, which is available from the SNC Project Lead.
3. Grantee shall furnish any and all additional funds that may be necessary to complete the Project.
4. Work done under this Agreement may be subject to the prevailing wage and other related requirements of the California Labor Code, Division 2, Part 7, Chapter 1, sections 1720-1861. If required by law to do so, Grantee shall pay prevailing wage to all persons employed in the performance of any part of the Project and otherwise comply with all associated requirements and obligations. Grantee shall review applicable statutory provisions and the regulations adopted under the provisions, and the information available on the Department of Industrial Relations web site: <http://www.dir.ca.gov/public-works/publicworks.html> to determine its responsibilities.
5. Grantee shall comply with the California Environmental Quality Act (CEQA) (Public Resources Code, Section 21000, et seq. and Title 14, Division 6, Chapter 3 of the California Code of Regulations, Section 15000 et seq.) and all other local, State, and federal environmental laws. A copy of certified CEQA documents must be provided to SNC before implementing any activities that could directly impact the environment.

D. Publicity and Acknowledgment

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

2. Grantee shall install one or more signs on the Project site, or other location as appropriate, identifying the Project, displaying SNC's logo, and acknowledging SNC assistance. Grantee shall use the acknowledgement language as it appears in paragraph 1 above. Prior to placing signage, Grantee shall submit a sign plan, for SNC review and approval, that describes the number, design, location, and wording of the required signage. SNC will withhold final disbursement until the signage is installed in accordance with the approved sign plan.

E. Use of Land and Facilities

1. During Project Implementation and for at least 10 years from the Effective Date of this Agreement, Grantee shall maintain, operate, and use the Project site in a manner consistent with the Project purposes and this Agreement. Grantee may be excused from its maintenance, operation, and use obligations only upon the written approval of the SNC for good cause shown. "Good cause" includes, but is not limited to, natural disasters that destroy the Project improvements and render the Project obsolete or impracticable to rebuild.
2. Grantee shall not use or allow the use of any portion of the Project site for mitigation without the written permission of SNC.
3. Grantee shall not use or allow the use of any portion of the Project site as security for any debt, without the written consent of SNC.

F. Site Inspection and Monitoring

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

G. Use and Format of Deliverables

1. All material, data, information, and written, graphic or other work produced, developed, or acquired with Grant Funds, as set forth in Exhibit A, Project Deliverables is subject to the unqualified and unconditional right of SNC to use, reproduce, publish, display, and make derivative use of all such work, or any part of it, free of charge and in any manner and for any purpose; and to authorize others to do so. If any of the work is subject to copyright, trademark, service mark, or patent, SNC is hereby granted and shall have a perpetual, royalty-free, nonexclusive and irrevocable license to use, reproduce, publish, use in the creation of derivative works, and display and perform the work, or any part of it, and to grant to any third party a comparable and coextensive sublicense. Grantee shall include in any contract with a third party for work under this Agreement terms that preserve the

rights, interests, and obligations created by this section, and that identify SNC as a third-party beneficiary of those provisions. Grantee shall not utilize the work produced under this Agreement for any profit-making venture, or sell or grant rights to a third party for that purpose.

2. Grantee shall submit all electronic data collected and created under this Agreement to SNC. A condition of final payment under this Agreement includes delivery of all related data in the format requested. SNC reserves the right to conduct technical review of interim or final Project deliverables prior to making reimbursement or final payments.
3. Grantee shall submit all data required by this Agreement in one or more of the following formats, as applicable:
 - a. Tabular data: Excel spreadsheets, Access Databases, or Comma, Space, Value (CSV) are acceptable for all tabular data that does not include spatial references associated with a latitude/longitude, mapped boundary, or imagery/raster/data used in remote sensing.
 - b. Spatial data: [ESRI](#)-useable format, meaning the data must have a spatial reference (coordinate system-geographic or projected, and a spatial extent) and include metadata, at minimum in accordance with Biogeographic Information and Observation System (BIOS) metadata standards (<https://wildlife.ca.gov/Data/BIOS/Metadata>) or one of the metadata styles referenced by ESRI (<http://desktop.arcgis.com/en/desktop/latest/manage-data/metadata/metadata-standards-and-styles.htm>). Grantee acknowledges that SNC will enter spatial data into BIOS, where applicable.

H. Adjustment of Funds Among Budget Items

1. Except as otherwise provided herein, the Grantee shall expend Grant Funds in accordance with the Project Budget as described in Exhibit A. Grantee may exceed the total dollars of a category in the Project Budget by up to 10 percent provided that: 1) there is a corresponding decrease of funds in another category, 2) Grantee informs SNC of the categories to be increased and decreased, 3) Grantee reflects the adjusted amounts in all subsequent requests for disbursement and in reports required by Exhibit A, 4) the overall budget remains unchanged, and 5) the adjustment does not adversely affect Project completion. Any cumulative increase in a category or transfer between categories of more than 10 percent from the original budget in the amount of a category must be approved in advance in writing by SNC. Funds may not be transferred to increase total dollars in the Administrative Costs indirect budget category.

I. Payment Process and Documentation

1. All costs to be covered by Grant Funds must be eligible costs, as specified in the Eligible Costs section on page 7 of the Grant Guidelines
2. SNC will disburse Grant Funds to Grantee for eligible costs of the Project incurred by Grantee to date on a reimbursement basis, less 10 percent, upon Grantee's submission of a Request for Payment and upon Grantee's satisfactory progress toward completion of the Project. SNC will disburse the cumulative 10 percent retention as provided in the Project Completion section of this Agreement. SNC may, in its sole discretion, waive the 10 percent retention.
3. Eligible costs of the Project are limited to expenses necessary to the Project, when documented by appropriate receipts.
 - a. Hourly rates billed to SNC and specified in the Project Budget shall be equal to the actual compensation paid by Grantee to employees, which may include employee benefits.
 - b. SNC will reimburse travel and related expenses at actual costs not to exceed the rates provided in Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 of the California Code of Regulations (CCR), except that reimbursement may be in excess of these rates upon documentation that these rates are not reasonably available to Grantee. Reimbursement for the cost of operating a private vehicle shall not, under any circumstance, exceed the current rate specified by the State of California for unrepresented State employees as of the date the cost is incurred. SNC will reimburse Grantee for other necessary expenses if those expenses are reasonable in nature and amount, taking into account the nature of the Project, its location, and other relevant factors.
4. Grantee shall submit all requests for payments using a completed Request for Payment Form, which is available from the SNC Project Lead.
5. The Request for Payment form must be accompanied by: a) an itemized list of all expenditures according to the categories specified in the Project Budget, and b) supporting documentation that clearly identifies the expenditure(s) in relation to the categories specified in the Project Budget. Requests for Payment may not be submitted more often than monthly.
6. Any Request for Payment that is submitted without the required itemization and documentation will not be authorized for payment. If the payment request package is incomplete, inadequate, or inaccurate, SNC will dispute the invoice for reasonable cause and hold all or a portion of the payment request until all required information is received or corrected. Any penalties imposed on the Grantee by a contractor, or other consequence because of delays in payment or other breach of the Agreement between the Grantee and the contractor, are the responsibility of the Grantee and are not reimbursable under this Agreement.

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

J. Advances of Grant Funds

1. If SNC determines, in its sole discretion, that compelling need warrants payment of Grant Funds in advance, SNC may pay Grantee up to three (3) advance payments of Grant Funds, provided that SNC will not authorize an advance to a State agency or a joint powers authority created by an agreement to which the State is a party.
2. No advance payment will exceed an amount equal to 30 percent of the total Grant Funds awarded by this Agreement. After the first advance, SNC will not provide a subsequent advance unless Grantee has expended the entire amount of the prior advance(s) and is in compliance with all requirements of this Agreement.
3. SNC will only consider a request for advance funds that is submitted on a completed Advance Request Form, which is available from the SNC project Lead.
4. Grantee shall deposit advanced Grant Funds in a separate interest-bearing account. Grantee shall use all advanced Grant Funds and all interest earned on the Grant Funds solely for the Project.
5. To document expenditure of advanced Grant Funds, Grantee shall, no later than 90 days after each withdrawal of advanced funds, submit to SNC a completed Request for Payment for the amount withdrawn, containing all information required by the Payment Process and Documentation section of this Agreement.
6. SNC will use the following process for purposes of providing a 10 percent retention for advanced funds. After providing the first advance of Grant Funds, SNC will not provide a second advance until Grantee has expended the entire amount of advanced funds, plus non-SNC funds in an amount equal to 10 percent of the advance amount. After providing the second advance of Grant Funds, SNC will not provide a third advance until the Grantee has expended the entire amount of advanced funds, plus non-SNC funds in an amount equal to 10 percent of the total amount of funds advanced to date. After providing a third advance, SNC will not disburse any additional Grant Funds until Grantee has completed the Project and complied with the Project Completion section of this Agreement. If Grantee requests only one or two advance payments, SNC will determine how to provide for the 10 percent retention for the advanced amounts.

7. Within 30 days after completion of the Project or the Project Completion Date, whichever is sooner, Grantee shall return to SNC any advanced Grant Funds plus any interest earned that has not been expended.

K. Project Completion

1. Within 60 days of the completion of the Project, or by the deadline specified on the signature page for submittal of the Payment Request for Final Expenditures, whichever is sooner, Grantee shall submit all of the following:
 - a. All deliverables as specified in Exhibit A.
 - b. A Request for Payment for final expenditures, with all required supporting documentation.
 - c. A Progress Report addressing the duration of time since the last submitted Progress Report (up to 6 months).
 - d. A Final Report including reporting on performance measures.
 - e. An Equipment Closeout form, if applicable. All equipment purchased using grant funds will be identified as part of the project closeout process, and SNC will make a determination on the disposition of the purchased equipment.
 - f. Any other documentation or submittals required by Exhibit A.
 - g. Evidence that a sign or signs have been installed consistent with Section D. Publicity and Acknowledgement, above.
 - h. Photographs documenting completion of the project.
2. Following the receipt of the items specified in paragraph 1., above, SNC staff, in coordination with the Grantee, may conduct a site visit to ascertain compliance with this Agreement.
3. Following receipt of the items specified in paragraph 1., above and completion of any site visit mentioned in paragraph 2., above, SNC will reconcile the Project's financial reporting and prepare a Retention Request and Project Closeout Request Form (Project Closeout Form). The Project Closeout Form must be reviewed and signed by the Grantee and returned by the date indicated by SNC staff in order to receive any retained funds. Release of retention is contingent upon SNC's determination that Grantee has satisfactorily completed the Project.

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

L. Agreement Termination/Failure to Perform

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

M. Records Retention

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

4. Grantee shall require its contractors and consultants to maintain adequate supporting documentation in sufficient detail to provide an audit trail that will permit tracing transactions from the invoices to the financial statement to the accounting records to the supporting documentation.
5. Grantee shall use applicable Generally Accepted Accounting Principles published by the American Institute of Certified Public Accountants.
6. The financial records required to be maintained by this Agreement shall be retained for a minimum of three (3) years following the final disbursement by SNC and the final year to which the particular records pertain.
7. All records associated with the maintenance and operation period described in Section E. Use of Land and Facilities, above, shall be retained through expiration of this Agreement. Examples of such records include, but are not limited to, site monitoring reports, photographs, invoices for contracted work, payroll records for staff work associated with maintenance of the site, volunteer time logs, and Project logs identifying the type and frequency of maintenance treatments.

N. Audit Requirements

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

O. Assignment

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

P. No Agency Agreement

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

Q. Liability

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

R. Nondiscrimination

1. During the performance of this Agreement, Grantee and its contractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, genetic information, gender, gender identity, gender expression, marital status, age, sexual orientation, military and veteran status, or because of use of family-care leave, medical-care leave, or pregnancy-disability leave (Government Code section 12940). Grantee and its contractors also shall not unlawfully deny a request for, or take unlawful action against, any individual because of the exercise of rights related to family-care leave (Government Code sections 12945.1 and 12945.2). Grantee and its contractors shall ensure that the

evaluation and treatment of their employees and applicants for employment are free of such discrimination, harassment, and unlawful acts.

2. Consistent with Government Code section 11135, Grantee shall ensure that no one, on the basis of race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, genetic information, or disability, is unlawfully denied full and equal access to the benefits of, or is unlawfully subjected to discrimination under, the work funded by SNC under this Agreement.
3. Pursuant to Government Code section 12990, the Grantee and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900 et seq.) and the applicable regulations (California Code of Regulations Title 2, section 7285.0 et seq.). The regulations of the Fair Employment and Housing Commission regarding Contractor Nondiscrimination and Compliance (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations) are incorporated into this Agreement by this reference.
4. Grantee and its contractors shall give written notice of their obligations under this non-discrimination clause to labor organizations with which they have a collective bargaining or other agreement and shall post in conspicuous places available to employees and applicants for employment, notice setting forth the provisions of this section. Grantee shall also include the non-discrimination provisions of this Agreement in all contracts related to the Project.

S. Drug-Free Workplace Certification

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

T. Certification of No Air or Water Pollution Violation

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

U. Computer Software

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

V. Unionizing

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

W. Severability

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

X. Waiver

No term or provision hereof will be considered waived by either party, and no breach is excused or consented to by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No express or implied consent by either party to, waiver of, or failure of a party to enforce its rights with respect to a breach by the other party shall constitute consent to, or waiver of, any subsequent or other breach by the other party.

Y. Time of the Essence

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

Z. Entire Agreement and Amendment

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

AA. Locus

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

BB. Non-Availability of Funds

Disbursement of Grant Funds to Grantee under this Grant Agreement is contingent upon the availability of funds appropriated through the State budget process. If SNC funding for the 2022 Wildfire Recovery and Forest Resilience Grant Program for any fiscal year is reduced or eliminated, SNC shall have the option to either terminate this Agreement with no liability occurring to SNC or, if possible and desirable, to offer an Agreement amendment to Grantee to reflect the reduced amount available for the project.

**Sierra Nevada Conservancy
Wildfire Recovery and Forest Resilience
Grant Program**

EXHIBIT A

Grantee: Nevada Irrigation District
Project Title: Bear River Wildfire Recovery Project
Agreement Number: 1400
Funding Authority: California Budget Act of 2021

PROJECT SCOPE / DESCRIPTION

The August 2021 River Fire burned 2,619 acres in the Bear River Canyon, much of it at high severity, between Combie and Rollins Reservoirs, near the Hwy 80 corridor just above Auburn. About eleven percent of the burned land is owned by the Nevada Irrigation District (NID). NID has already initiated restoration efforts on some of their property, and this Bear River Wildfire Recovery Project will remove burned trees on 150 remaining acres on the steep slopes of the Bear River Canyon as part of a comprehensive restoration effort. The project is in a populated landscape in the Sierra Nevada, near the town of Colfax, and in between the communities of Chicago Park, Alta Sierra, and Lake of the Pines.

This project will treat 150 acres of mixed mid-elevation ponderosa pine and hardwood forest that burned at high intensity in the River Fire. Much of this land is steep, and hand thinning or mastication will be employed as appropriate. It is estimated that about 50 acres can be masticated and about 100 acres will require hand thinning, with material either chipped or lopped and scattered. Snags will be retained, as directed by the contracted Registered Professional Forester (RPF). NID will pay prevailing wages on this project. NID will contribute \$150,000 to offset the grant costs. Mastication is expected to cost \$3,500 per acre, or about \$175,000 for 50 acres. The SNC grant will pay \$75,000 of this, while NID will cover \$100,000. Hand thinning and handling of the material is expected to cost \$5,000 per acre, or \$500,000 for 100 acres. The SNC will pay most of this, with NID covering \$50,000 of the cost. NID is also contributing about \$50,400 in-kind staff time to manage this project and install signage, and NID is not seeking any administrative cost reimbursement.

In the immediate aftermath of the 2021 fire, NID treated about 80 acres in the burn scar of critical importance to protecting key water infrastructure. These treatments included removal of burned trees, as well as installation of erosion protection, including sandbags, wattles, and strategically placed burned logs. With the recent massive and destructive wildfires in California, this project addresses SNC's new priority on wildfire

recovery. More specifically, the River Fire damage is in an area of critical local and regional water infrastructure, which provides water to two counties. The steep canyon is vulnerable to erosion that would severely impact this infrastructure, which NID is seeking to mitigate through this project and with following erosion control and forest restoration efforts.

PROJECT TASKS AND TIMELINE

Detailed Project Tasks	Approximate Project Timeline	Budget Category
Task 1: Six Month Progress Reports	February 1, 2023, then every 6 months until Project Completion	In-kind
Task 2: Proposition Signage 2.1 Draft sign design 2.2 Submit to SNC for review 2.3 Install sign	Before Project Completion	In-kind
Task 3: Project management	July 2022 – January 2026	In-kind
Task 4: Site preparation and contractor supervision by RFP	October 2022 – December 2025	B
Task 5: Hand thinning and chipping or lop and scatter	October 2022 – December 2025	C
Task6: Mastication	October 2022 – December 2025	C
Anticipated Completion Date*	January 1, 2026	
Request For Payment Of Final Expenditures	60 days from Project Completion or no later than the <i>Key Deadline: Payment Request for Final Expenditures</i> identified on the signature page of the Agreement	
Final Report		
Performance Measures Report		

*This is the date, based on Grantee's anticipated timeline, that Grantee estimates it will complete the project. This date might be significantly earlier than the Project Completion Date and can change as project implementation proceeds.

Exhibit A

Agreement No. 1400

PROJECT BUDGET

Project Budget Categories	SNC Funding
A. Project Management	NID in-kind
B. Registered Professional Forester – site preparation and work oversight	\$45,000
C. Thinning and mastication	\$525,000
Administrative Costs	0
TOTAL	\$570,000

PROJECT DELIVERABLES**

Deliverable	Format	Date Due
Reports: every 6 months	SNC Report Forms	February 1, 2023, then every 6 months until Project Completion
Proposition signage	Picture / Location Map	Upon Project Completion
Thinning or mastication – 150 acres	Mapping and GIS Shape Files	Upon Project Completion
Request For Payment Of Final Expenditures	SNC Request for Payment Form	60 days from Project Completion or no later than the <i>Key Deadline: Payment Request for Final Expenditures</i> identified on the signature page of the Agreement
Final Report & Performance Measures Report	SNC Final Report Form	60 days from Project Completion or no later than the <i>Key Deadline: Payment Request for Final Expenditures</i> identified on the signature page of the Agreement

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

PROJECT REPORTING REQUIREMENTS

Progress and Final Report(s):

The Grantee shall provide six-month progress reports and a final report as specified in the Project Timeline. Six-month progress reports shall reflect work completed in the previous six months, and final reports shall reflect the entire Grant period. A progress report shall also be submitted for the time period immediately preceding the submission of the final report. If there was land conservation, forest health treatments, or other on-the-ground work implemented under the grant, geospatial files of the work completed must be submitted with the final report. The templates and instructions for completing these reports can be found on the Sierra Nevada Conservancy (SNC) Web site in the following location:

<https://sierranevada.ca.gov/funding/snc-grants/manage-your-grant/>

Performance Measures Reporting:

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

<https://sierranevada.ca.gov/funding/snc-grants/manage-your-grant/performance-measures/>.

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

1. **Resources Leveraged in the Sierra Nevada:**
The purpose of this Performance Measure is to measure the additional resources generated as a result of SNC investment. The total value is based on matching funds provided by external sources, number of volunteer hours donated, and the value of major in-kind contributions made to a Project.
2. **Number and Diversity of People Reached:**
The purpose of this Performance Measure is to measure progress on information-sharing and education efforts, and the inclusiveness of other Project efforts, such as plan development.
3. **Number and Type of Jobs Created:**
The purpose of this Performance Measure is to measure economic benefits to the Sierra Nevada Region by tracking the full-time equivalent jobs created by SNC-funded activities.
4. **Number and Value of New, Improved, or Preserved Economic Activities:**
The purpose of this Performance Measure (PM) is to provide the types,

quantities, and, where appropriate, estimated dollar values of new, improved or preserved economic activities, products and services. This PM relates to SNC's goals to develop tourism and recreational opportunities, aid in the preservation of working landscapes, and assist the regional economy.

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

5. Acres of Land Improved or Restored

The purpose of this Performance Measure is to track efforts to improve natural resource conditions, such as site productivity and wildlife habitat, through site improvement or restoration activities and reduce the risk of natural disasters, such as catastrophic wildfire, flood, avalanche, etc. Wherever possible, acres should be categorized by importance or priority rating, such as acres of critical habitat, or acres in moderate, high, and very high fire hazard areas as delineated by CAL FIRE's Fire Hazard Severity Zoning Map.