



*"To protect, enhance, and support Butte County natural resources and agriculture by working with willing landowners and citizens through education, land management, and on-the-ground projects."*

150 Chuck Yeager Way, Ste. A, Oroville, CA 95965 \* (530) 693-3173 \* [bcrd@carcd.org](mailto:bcrd@carcd.org)

## **BOARD OF DIRECTORS**

### **Agenda**

**Date: Thursday, February 20, 2025**

**Time: 9:00 AM**

**Location: Location: Klamath Conference Room**

**202 Mira Loma Drive, Oroville, CA 95965**

### **Or Join Zoom Meeting**

<https://us02web.zoom.us/j/88974119154?pwd=V01CaUpYVEw3VFpNQS84YkFSSmJkQT09>

**Meeting ID: 889 7411 9154**

**Passcode: 575904**

**Join via phone +1 408 638 0968**

**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:**

- a) Review and approval of the minutes of the Regular Meeting held on 1/16/2025
- b) Review and approval of the minutes of the Regular Meeting held on 11/21/2024

**6. ACTION ITEMS – Dave Lee, President**

- a) Review and approval of Financials/ Accounts Payable- Colleen Hatfield
- b) Transition credit card services from Tri Counties Bank to California Special District Association, Commercial Card -Colleen Hatfield
- c) Butte Local Agency Formation Commission, Nomination for the election of a Special District “Non-Enterprise” Member and Alternate “Enterprise/Non-Enterprise” Member -Thad Walker
- d) WCB First Amendment to Grant Agreement, Butte Creek House Meadow- Thad Walker
- e) Agreement with Vollmar Natural Lands Consulting for Bureau of Land Management, Forks of Butte botanical services -Dallas Koller
- f) Agreement with Alta Archaeological Consulting LLC for Bureau of Land Management, Forks of Butte archeology services- Dallas Koller
- g) Agreement with Escareno Reforestation for Concow Resilience Tree Planting - Cait Bell
- h) SNC-1312 Grant Agreement Amendment #3 - Wolfy Rounge
- i) Next Board of Directors Meeting Thursday, March 20, 2025 at 9:00 AM, Location: Klamath Conference Room 202 Mira Loma Drive, Oroville, CA

**7. RCD PROJECTS AND PROGRAMS -STAFF REPORTS**

- a) Project Updates

**8. PARTNERS’ REPORTS (5-minute limit per group)**

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

## 9. BOARD OF DIRECTORS REPORTS

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

## 10. 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](mailto: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*



*"To protect, enhance, and support Butte County natural resources and agriculture by working with willing landowners and citizens through education, land management, and on-the-ground projects."*

150 Chuck Yeager Way, Ste. A, Oroville, CA 95965 \* (530) 693-3173 \* [bcrd@carcd.org](mailto:bcrd@carcd.org)

## BOARD OF DIRECTORS

### Minutes

**Date: Thursday, January 16, 2025**

**Time: 9:00 AM**

**Location: Location: Klamath Conference Room**

**202 Mira Loma Drive, Oroville, CA 95965**

### Or Join Zoom Meeting

<https://us02web.zoom.us/j/88974119154?pwd=V01CaUpYVEw3VFpNQS84YkFSSmJkQT09>

**Meeting ID: 889 7411 9154**

**Passcode: 575904**

**Join via phone +1 408 638 0968**

1. **CALL TO ORDER** – Dave Lee, President – 9:03 am
2. **WELCOME AND INTRODUCTIONS** – **Chair** Dave Lee, **Treasurer** Colleen Hatfield, **Directors** Andrew Sohnrey, **District Manager** Thad Walker, **Staff** Wolfy Rougle, Cait Bell, Faith Churchill, **Guests** from BEC: Morgan Collings (she/her), Valeria Cisneros, and Emily (all California Climate Action Corps Fellows); and Patrizia Hieronmus (Executive Director).
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:**

- a) Review and approval of the minutes of the Regular Meeting held on 12/19/2024.
- b) Review and approval of the minutes of the Regular Meeting held on 11/21/2024.

Board did not have a quorum for approval of the November minutes until Allen returns. Therefore, Andy moved, Colleen seconded, to pull b) but approve a). Motion passed unanimously.

## **6. ACTION ITEMS – Dave Lee, President**

- a) Review and approval of Financials/ Accounts Payable- Colleen Hatfield – We are experiencing the crunch with delayed CAL FIRE reimbursements, but apart from that our receivables are only about \$30,000 short of our accounts payable, and this is accounted for by invoices staff have yet to send in. February/March will be the great test of this, as the 4Q 2024 invoices finally come in. RFFCP-962 will be closed out this month and BCRC D should be made whole for all withholding, etc., by sometime in March. Andy moved, Colleen moved to accept the financials; motion passed unanimously. (P.S.: Golden Valley new accounts have been set up and are waiting for Andrew and Dave’s signature, at an interest rate of 0.03% which is triple what we were getting with Mechanics.)
- b) Board of Director Leadership Positions for 2025 -David Lee – Board elections should be held yearly per bylaws. (this does not mean electing new directors; rather, it means assigning internal board positions among the Directors who are already on the board) Andy moved to preserve the slate as follows:  
  
Chair- Colleen moved to nominate Dave, Andy seconded, motion passed unanimously.  
Vice Chair - Colleen moved to nominate Andy, Andy seconded, motion passed unanimously.  
Treasurer – Dave nominated Colleen, Andrew seconded, motion passed unanimously.  
Secretary -Colleen moved to table until the missing chair is filled; Andy seconded; motion passed unanimously.  
  
The only committees Dave would like to see are 1) bylaws review and revision, which Dave nominated Andy and Allen to fill, with help from Thad. (For example, some roles and responsibilities of the Chair need to be clarified, and the role of a Treasurer needs to be added. 2) Finance Committee to help Colleen (Dave asked Colleen to name whomever she’d like to assist her). If another committee becomes necessary at any time during the coming year, the bylaws have plenty of provision for ad hoc committees.
- c) Review or organization compensation chart and proposed updates - Thad Walker – With staff having grown from 2 to 9 in six years, it’s a good time to formalize a compensation structure that explicitly shows the compensation range and steps for each position and provides a framework for how staff can progress (e.g. through continuing education, experience, etc.). This will help BCRC D stay competitive as an employer. Colleen moved to accept the compensation chart as prepared by the District Manager; Andy seconded; motion passed unanimously.
- d) Review of District Manager compensation and proposed increase -Colleen Hatfield – Now that the compensation ranges are established, Colleen moved Thad Walker’s compensation be changed from the Program Manager range to the District Manager range at \$88,000/year, effective January 1, 2025. Andy seconded the motion. Motion carried unanimously.
- e) Extension of Contract with Pacific Watershed Associates for Butte Creek Post Camp Fire

Watershed Recovery Project, Centerville Road -Thad Walker – Time extension only, no change in budget. Colleen moved, Andy seconded to accept the extension; motion passed unanimously.

- f) Extension of agreement with Wildlife Conservation Board for Upper Butte Creek project - Wolfy Rougle – Would extend the deadline from March 2025 to September 2026, due to NEPA delays beyond our (or, in most cases, even the Almanor Ranger District's) control. Colleen moved, Andy seconded to sign the extension; motion passed unanimously.
- g) Agreement with Butte County Fire Safety Council for Maple Creek Ranch Hazard Tree Removal and Water Line Repair project - Dallas Koller – Presented by Thad because Dallas is out getting fire on the ground in Forest Ranch due to a good burn window. This would use remaining CAL FIRE agreement funding still held by BCRCDD, to do important post-Park Fire-suppression repair work to water systems on the strategically important Maple Creek Ranch. Andy moved to accept the agreement, Colleen seconded, motion passed unanimously.
- h) Next Board of Directors Meeting Thursday, February 20, 2025 at 9:00 AM, Location: Klamath Conference Room 202 Mira Loma Drive, Oroville, CA

## **7. RCD PROJECTS AND PROGRAMS -STAFF REPORTS**

a) Project Updates – Dallas is digging in on the BLM Forks of Butte NEPA, specialist surveys will commence this early spring. Agreement with Butte County for the Butte Creek riparian restoration on the CDFW preserve will come to the board soon. Dallas was able to complete all the field work for the Fall River contract burn plan and will write the burn plan this month. Successful burns took place last Friday, yesterday, and will happen today. Rangeland oak woodland projects, albeit relatively small, are expected to go forward with Red Boot Ecology (Alex Palmerlee) and with a 10,000-acre landowner affected by the Park Fire north of Chico. Faith announced the field tour that will happen next Wednesday, 1/22. This will be the Phase 2 Technical Advisory Committee tour to view last year's PBR structures in Big Chico Creek Canyon and to plan the upcoming year's work.

## **8. PARTNERS' REPORTS (5-minute limit per group)**

- a) Natural Resource Conservation Service (NRCS) – n/a
- b) Butte County departments – n/a
- c) Community groups – BEC reported that it's helpful for them to drop in on our meeting, see how BCRCDD funds its projects and writes its costs into its grants, etc. They have also visited Fire Safe Council meetings for the same reason. The now 50-year-old BEC is looking into CA Prop 4 climate resilience funds to develop ways to sustain their local nonprofit. For example, BEC plans to work with CSE Ecotherapy, BCFSC, Camp Fire Restoration and PRPD to do more work in biochar education and a good fire workshop on BCEP (first weekend in March). BEC brings to the table their Climate Action fellows and a big volunteer network and would love to be invited/written to share in future community-based projects with BCRCDD. BEC will continue the Endangered Species Faire, revive the Chico Bicycle Music Festival, will be at the Wildflower Festival and Arbor Day festival, etc. They also continue to run their water conservation and in-school educational activity programs.

**9. BOARD OF DIRECTORS REPORTS**

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

DRAFT

## 10. ADJOURNMENT – 9:58 am

***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: [bcrcd@carcd.org](mailto:bcrcd@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





*"To protect, enhance, and support Butte County natural resources and agriculture by working with willing landowners and citizens through education, land management, and on-the-ground projects."*

150 Chuck Yeager Way, Ste. A, Oroville, CA 95965 \* (530) 693-3173 \* [bcrd@carcd.org](mailto:bcrd@carcd.org)

## **BOARD OF DIRECTORS**

### **Minutes**

**Date: Thursday, November 21, 2024**

**Time: 9:00 AM**

**Location: Location: Klamath Conference Room**

**202 Mira Loma Drive, Oroville, CA 95965**

### **Or Join Zoom Meeting**

<https://us02web.zoom.us/j/88974119154?pwd=V01CaUpYVEw3VFpNQS84YkFSSmJkQT09>

**Meeting ID: 889 7411 9154**

**Passcode: 575904**

**Join via phone +1 408 638 0968**

- 1. CALL TO ORDER** – Dave Lee, President
- 2. WELCOME AND INTRODUCTIONS** – Chair Dave Lee, Treasurer Colleen Hatfield, Director Allen Harthorn; District Manager Thad Walker; Staff Dallas Koller, Julia Sidman, and Wolfy Rougle. Guests: Thor Bailey; NRCS District Conservationist Dan Taverner
- 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 BCRCD 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:**

- a) Review and approval of the minutes of the Regular Meeting held on 10/17/2024 – Allen moved, Colleen seconded to accept the minutes; motion passed unanimously.

## **6. ACTION ITEMS – Dave Lee, President**

- a) Review and approval of Financials/ Accounts Payable- Colleen Hatfield – Colleen reviewed the year-end and quarter-end reporting put together by Cheryl. It included budget-to-actuals. These showed that BCRCD's gross income was much lower than expected (due largely to a single big project that ended up not happening during the period, i.e. Centerville Rd project), but expenses were *also* much lower (for the same reason) -- resulting in a net income that was within 1% of prediction for the year.

Colleen pointed out how active a single month (October) can be with so many projects going on. We closed the month with a positive general account balance of \$247,000 and our accts receivable balance is bigger than our accts payable.

Dave asked if there's a way to get a better view of what all the credit card expenses are for. Thad stated that staff adds the project/class name to each CC purchase receipt filename, at the time of upload to Drive. So, the Board could request that the bookkeeper capture each expense's project/class name and incorporate that detail into the monthly board report. Allen added that he himself isn't always sure how to interpret the financials (beyond the main "headlines", that is). He stated it would be great to have a meeting between the Board, Thad and Wolfy, and Cheryl at some point to learn how to read the financials in detail.

Allen moved, Colleen seconded to accept the minutes; motion passed unanimously.

- b) Review of proposed By-Law Changes for CARCD Annual Meeting -Colleen Hatfield – CARCD is a non-profit whose goal is to help RCDs statewide. They are one of our major funders. This past year, several RCDs have proposed bylaws updates which will be voted on, as resolutions, at CARCD's upcoming big annual meeting in November. (Then, any changes would be actually written into CARCD's bylaws next spring.) Colleen stated 4 of these 6 proposed resolutions make excellent sense. (These are: setting up an education committee, finance committee, policy committee, and bylaws committee itself). A 5<sup>th</sup> resolution would address recent substantial increases in RCDs' dues. The 6<sup>th</sup> resolution concerns the Brown Act (but the Policy Committee, on which Colleen sits, recommends hiring an attorney first to determine whether CARCD must follow the Brown Act (as individual RCDs must, but 501(c)3s need not). Colleen recommends BCRCD resolve to vote yes on the first 4 resolutions, no on the second 2, as RCDs have not been provided with enough information yet to decide on those last 2. Colleen moved to vote as such, Allen seconded; motion passed unanimously.
- c) Edits to Agreement for Service of Independent Contractor Template -Thad Walker – These edits would replace language in provision #14, our non-discrimination clause, which turns out to reference a section of Butte County Government Code that doesn't actually exist. Staff has looked at other County nondiscrimination language (including what BCRCD already agrees to in our existing agreements with the County) and recommends an alternative wording. Colleen moved to accept the new wording and use it in our standard independent contractor agreements going forward; Allen seconded; motion passed unanimously.
- d) Review of Allevery Employee Handbook – Informational - BCRCD utilizes leased employees

from Allevity Employment Solutions, so our employees are subject to Allevity's employment handbook. That means BCRCD can't simply create its own employee handbook; however, BCRCD can propose some BCRCD-specific updates to be incorporated into Allevity's handbook for our employees to be subject to. An example would be our fuel card policy. Thad Walker reviewed for the Board recent changes to the Allevity handbook, which they update on an ongoing basis as employment law changes over time.

- e) Contract with Burn Bot for Rx Support Services to Plumas National Forest (PNF) – Dallas Koller – This and the next 2 agreements build on the 2 the board approved last month; i.e., they are IDIQ contracts (with rates locked-in for the next 3 years) with fuels reduction contractors who can fulfill deliverables under our PNF Rx Support SPA. BurnBot is a very high-tech company that develops and deploys unique Rx fire solutions such as a remote masticator, drone-based aerial ignition technologies, automated blacklining machines, etc., all of which can excel in certain types of terrain. Check them out on YouTube! BurnBot also fields a talented (human) Rx fire module which is competitive in price with other contractors. Allen moved to accept the agreement; Colleen seconded; motion passed unanimously.
- f) Contract with Terra Fuego for Rx Support Services to Plumas National Forest - Dallas Koller – Terra Fuego is a Chico-based 501(c)3 that is part of the Firestorm family of organizations and implements hundreds to thousands of acres of Rx fire around Northern California each year. Colleen moved to accept the agreement; Allen seconded; motion passed unanimously.
- g) Contract with Cali Dozer Co. for Rx Support Services to PNF - Dallas Koller – Cali Dozer is owned and operated by Joel White, who also operates Butte Valley Soil Company now. Cali Dozer specializes in heavy equipment on wildfire suppression (1 dozer and 2 water tenders), and also holds an LTO; the firm works regularly for CAL FIRE and USFS. Colleen moved to accept the agreement; Allen seconded; motion passed unanimously.
- h) Agreement for Services of Independent Contractor with Deer Creek Resources for Incident Team Management planning position in support of Cal TREX events - Dallas Koller – Extends a similar agreement we developed with DCR a few months ago and successfully expended. DCR provides a wide array of invaluable support services for Cal-TREX. Allen moved to accept the agreement; Colleen seconded; motion passed unanimously.
- i) Next Board of Directors Meeting Thursday, December 19, 2024 at 9:00 AM, Location: Klamath Conference Room 202 Mira Loma Drive, Oroville, CA

## 7. RCD PROJECTS AND PROGRAMS -STAFF REPORTS

- a) Project Updates- The last couple of months have been intense with implementation, maybe the busiest implementation season for the RCD ever. Last week we closed out our **Butte Creek House** implementation (we got in about 90% of the structures we planned to build this year, and we'll be back next year to reinforce and supplement them). Staff also met with the CDFW beaver reintroduction team and BCH was deemed a high quality site for beaver reintroduction! **Colby Mtn:** 2.5 miles of really high-quality trail were put on the ground before deep snow fell; 10 mor miles to be built next year, as we actively look for more funding to finish the rest. We are still eligible for GAOA funding for the parking lot expansion if GAOA gets renewed. **PBRs in the Park** – over 700 structures were built in about 6 weeks of work with a diverse team of workers from BCCER, CCCs, technical experts from the private sector/restoration nonprofits, and 2 Tribes. As of yesterday, work has been called off for the big rains; may resume if we get a stable and safe spell of weather. Julia Sidman is jumping in with both feet to our forestry work and will be focusing on developing new funding source for **SFLAP** this winter, among other tasks. State Budget doesn't look amazing this year, BUT Prop 4 passed and will fund a big new infusion of **RFFCP funds**, for which BCRCD is the main subgrantee in Butte County. Dallas stated that on Nov 15, BCRCD/**Butte PBA** in partnership with Firestorm, BCCER and

the Mechoopda Tribe burned 130 acres of the Mechoopda's grassland, tying right into CAL FIRE's burns from a couple months ago. Ignitions started at 1245, wrapped up at 1530. LNF: **Upper Butte Creek project** is back in gear and EA expected out for legal notice and comment period beginning of March.

## 8. PARTNERS' REPORTS (5-minute limit per group)

a) Natural Resource Conservation Service (NRCS) – NRCS has hired a new engineer, who comes to us from FS. NRCS has a new way of funding WMEs (Water Management Entities) which cuts down on paperwork, and should expedite e.g. replacing the pipeline for the Lake Madrone water users. NRCS will also be able to provide some assistance (unfortunately not complete replacement) to the lower Cherokee canal weirs that were blown out in storms, as well as help replace weirs used by a nearby rice farmer. It's been a difficult road for NRCS since the Camp Fire: NRCS has grown from 2 employees to 8 in the last 6 years, and from funding 1-2 million dollars' worth of projects to 6.5 million dollars' worth. Staffing is only now catching up to the increased funding level, so there is a lot of work to do and almost 200 EQIP applicants this year – but at the same time, other NRCS field offices (in e.g. Lake County, etc) are already filing requests to borrow the staff who only just arrived at the Oroville FO!

Allen mentioned there is a lot of potential for NRCS to assist duck clubs with projects that benefit the salmon. The duck club-rich area of the Butte Sink is a critical link in salmon migration. At times, irrigation choices have stranded and killed salmon.

For Park Fire recovery for forestland owners, Dan recommends going direct with NRCS instead of going through FSA to access EFRP.

b) Butte County departments

c) Community groups

## 9. BOARD OF DIRECTORS REPORTS

a) Butte County RCD Directors and Associate Directors are welcome to report – Dave asked Allen to report on the Butte Creek meeting which took place a few days ago. Allen stated SWRCB has selected 3 target watershed (Napa, Navarro, and Butte Cr) to do supply-and-demand water assessments. SWRCB is pretty far along with Napa and working closely w/ Napa GSA; but they're just getting started with Butte County. Essentially, SWRCB has a water model (rainfall, evapotranspiration, etc), and they'll look at where the water's coming from (inputs to the system) and, presumably, where it's going, in hopes of coming up with a "proactive" way to deal with drought conditions. But SWRCB is only looking at surface water, not groundwater. Still, they have to address the interconnections sooner or later: Below the Midway, groundwater is supporting Butte Creek flow! The two need to be managed in concert, so Butte County Dept of Water and Resource Conservation and SWRCB will hopefully be collaborating more closely very soon.

SWRCB's look is pretty much restricted to the adjudicated section of Butte Creek, which is from Parrott-Phelan Dam to Gorrill dam. But, it includes the inputs from West Br Feather and from Little Butte Creek.

Allen has been tracking streamflows and Big Chico Cr is over 1100 cfs right now, with Butte Creek only about 800 cfs, even though Big Chico Creek is usually less than Butte. (This is attributable to the greatly reduced infiltration in Big Chico Cr watershed right now due to Park Fire, but as snow level rises & snow melts in the upper Butte watershed, we would expect the 2 creeks to become closer to each other in flow.)

## 10. 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: [bcrcd@carcd.org](mailto:bcrcd@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

# Butte County Resource Conservation District

## Balance Sheet

As of January 31, 2025

	TOTAL
<b>ASSETS</b>	
Current Assets	
Bank Accounts	
Cash on Hand (Petty Cash)	69.32
Checking-General Account #2125	217,718.05
Checking-General Account-#4716	0.00
Checking-GVB-#4706	10,000.12
Cottonwood Easement-#6795	7,717.81
Reserves-#0155	43,986.41
RFFCP-1710 #3500	92,979.51
SNC-Colby Mtn-#5190	0.00
SNC-Concow #5035	894.59
SNC-Holdings-#7633	0.00
SNC-RFFCP-962-#6595	2.20
WCB-#4810	99,719.39
z-Cottonwood Endowment Funds-AMG	1,129,811.27
<b>Total Bank Accounts</b>	<b>\$1,602,898.67</b>
Accounts Receivable	
Accounts Receivable	463,460.79
<b>Total Accounts Receivable</b>	<b>\$463,460.79</b>
Other Current Assets	
Endowment Receivable	10,296.80
Security Deposit	1,790.00
Undeposited Funds	0.00
<b>Total Other Current Assets</b>	<b>\$12,086.80</b>
<b>Total Current Assets</b>	<b>\$2,078,446.26</b>
Fixed Assets	
Furniture and Equipment	23,419.66
Trailer	13,152.62
UTV	17,972.37
Vehicle	80,807.37
Water Buffalo	10,188.75
z-Accumulated Depreciation	-21,456.53
<b>Total Fixed Assets</b>	<b>\$124,084.24</b>
<b>TOTAL ASSETS</b>	<b>\$2,202,530.50</b>

# Butte County Resource Conservation District

## Balance Sheet

As of January 31, 2025

	TOTAL
<b>LIABILITIES AND EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	276,696.98
<b>Total Accounts Payable</b>	<b>\$276,696.98</b>
Credit Cards	
Credit Card-Mechanics Bank	1,312.23
US Bank - CAL Card	0.00
<b>Total Credit Cards</b>	<b>\$1,312.23</b>
Other Current Liabilities	
Advance-DOT-Cottonwood Easement-6795	6,090.01
Advance-PBA-WRTC	0.00
Advance-RFFCP-1710	95,148.03
Advance-SNC-#929-7633	0.00
Advance-SNC-Colby Mtn-5190	-4.02
Advance-SNC-Concow Resilience-5035	867.18
Advance-SNC-RFFCP-962	-10.09
Advance-WCB-#4810(New Advance)	99,719.90
Advance-Wildlife Conservation Board-4810	0.00
California Department of Tax and Fee Administration Payable	0.00
Due to Other Funds	0.00
Out Of Scope Agency Payable	0.00
<b>Total Other Current Liabilities</b>	<b>\$201,811.01</b>
<b>Total Current Liabilities</b>	<b>\$479,820.22</b>
Long-Term Liabilities	
DOT-Endowment	0.00
<b>Total Long-Term Liabilities</b>	<b>\$0.00</b>
<b>Total Liabilities</b>	<b>\$479,820.22</b>
Equity	
Fund Balance/Retained Earnings	671,899.05
Investment in Fixed Asset	0.00
Nonspendable-Endowment Funds	898,139.97
Opening Balance Equity	0.00
Net Income	152,671.26
<b>Total Equity</b>	<b>\$1,722,710.28</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$2,202,530.50</b>

# Butte County Resource Conservation District

## Profit and Loss

July 2024 - January 2025

	TOTAL
Income	
Miscellaneous Revenue	300.00
Services	2,123,999.45
TRENCH Event	1,224.00
<b>Total Income</b>	<b>\$2,125,523.45</b>
<b>GROSS PROFIT</b>	<b>\$2,125,523.45</b>
Expenses	
Bank Service Charges	-43.97
Conference Expense	545.00
Continuing Education	175.00
Event Expense	314.89
Meals & Entertainment	196.48
Miscellaneous Expense	3,346.60
Office-Dues & Subscriptions	12,254.96
Office-Equipment Rental	1,361.92
Office-Insurance	8,720.86
Office-Internet	1,990.34
Office-Postage & Delivery	16.74
Office-Rent	12,530.00
Office-Repair & Maintenance	414.94
Office-Small Equipment	4,272.78
Office-Special District Fee	1,853.29
Office-Supplies	775.14
Office-Utilities	1,536.22
Outside Payroll Service	336,284.07
Permits/Licenses/Assessments	50.00
Professional Fees	20,814.50
Project-Lodging	780.00
Project-Mileage	4,237.04
Project-Permits	8,478.00
Project-Subcontractors	1,655,994.68
Project-Supplies	17,590.55
Staff-Hiring & Recruitment	601.00
Supplies	115.04
Travel and Lodging	504.36
Vehicle-Fuel	3,223.83
Vehicle-Insurance	5,262.17
Vehicle-Repairs & Maintenance	1,961.26
<b>Total Expenses</b>	<b>\$2,106,157.69</b>
<b>NET OPERATING INCOME</b>	<b>\$19,365.76</b>
Other Income	
Interest Earned	89,018.21



# Butte County Resource Conservation District

## Profit and Loss

July 2024 - January 2025

	TOTAL
Reynolds Settlement	44,287.29
<b>Total Other Income</b>	<b>\$133,305.50</b>
NET OTHER INCOME	<b>\$133,305.50</b>
NET INCOME	<b>\$152,671.26</b>

# Open Invoices Report

## Butte County Resource Conservation District

As of January 31, 2025

DATE	TRANSACTION TYPE	NUM	TERM	DUE DATE	OPEN BALANCE
<b>Big Chico Creek Ecological Reserve (BCCER)</b>					
09/20/2024	Invoice	2024162	Net 30	10/20/2024	\$650.00
<b>Total for Big Chico Creek Ecological Reserve (BCCER)</b>					<b>\$650.00</b>
<b>Butte County</b>					
01/07/2025	Invoice	2025103	Net 30	02/06/2025	\$17,836.59
<b>Total for Butte County</b>					<b>\$17,836.59</b>
<b>Butte County Fire Safe Council-</b>					
12/31/2024	Invoice	2025113	Net 30	01/30/2025	\$4,552.50
01/31/2025	Invoice	2025119	Net 30	03/02/2025	\$5,220.00
<b>Total for Butte County Fire Safe Council-</b>					<b>\$9,772.50</b>
<b>California Department of Forestry and Fire Protection</b>					
01/31/2023	Payment	2022148		01/31/2023	-\$50.00
01/13/2025	Invoice	2025106	Net 30	02/12/2025	\$660.39
<b>Total for California Department of Forestry and Fire Protection</b>					<b>\$610.39</b>
<b>California Department of Transportation</b>					
11/25/2024	Invoice	2024185	Net 30	12/25/2024	\$31,665.20
<b>Total for California Department of Transportation</b>					<b>\$31,665.20</b>
<b>CARCD California Association of Conservation Districts</b>					
03/18/2024	Payment	838946533		03/18/2024	-\$33.24
04/15/2024	Invoice	2024128	Net 30	05/15/2024	\$0.01
06/30/2024	Invoice	2024151	Net 30	07/30/2024	\$0.01
06/30/2024	Invoice	2024149	Net 30	07/30/2024	\$45,051.43
10/15/2024	Invoice	2024171	Net 30	11/14/2024	\$1,569.11
01/09/2025	Invoice	2025105	Net 30	02/08/2025	\$643.69
01/13/2025	Invoice	2025107	Net 30	02/12/2025	\$40,760.78
01/13/2025	Invoice	2025108	Net 30	02/12/2025	\$38,951.47
01/16/2025	Invoice	2025112	Net 30	02/15/2025	\$292.50
<b>Total for CARCD California Association of Conservation Districts</b>					<b>\$127,235.76</b>
<b>Fall River RCD</b>					
01/07/2025	Invoice	2025102	Net 30	02/06/2025	\$7,960.89
<b>Total for Fall River RCD</b>					<b>\$7,960.89</b>
<b>Feather River College</b>					
10/08/2024	Invoice	2024166	Net 30	11/07/2024	\$225.00
<b>Total for Feather River College</b>					<b>\$225.00</b>
<b>PG &amp; E</b>					
07/31/2024	Invoice	2024154	Net 30	08/30/2024	\$0.28
<b>Total for PG &amp; E</b>					<b>\$0.28</b>

# Open Invoices Report

## Butte County Resource Conservation District

As of January 31, 2025

DATE	TRANSACTION TYPE	NUM	TERM	DUE DATE	OPEN BALANCE
<b>PSWRS</b>					
01/07/2025	Invoice	2025101	Net 30	02/06/2025	\$4,028.50
<b>Total for PSWRS</b>					<b>\$4,028.50</b>
<b>Sierra Institute for Community and Environment</b>					
07/01/2024	Payment	17430		07/01/2024	-\$0.30
11/30/2024	Invoice	2024189	Net 30	12/30/2024	\$14,966.39
12/31/2024	Invoice	2025104	Net 30	01/30/2025	\$15,042.84
01/31/2025	Invoice	2025120	Net 30	03/02/2025	\$8,034.60
<b>Total for Sierra Institute for Community and Environment</b>					<b>\$38,043.53</b>
<b>State Water Resources Control Board</b>					
01/14/2025	Invoice	2025109	Net 30	02/13/2025	\$3,505.10
<b>Total for State Water Resources Control Board</b>					<b>\$3,505.10</b>
<b>USDA Forest Service</b>					
11/27/2024	Invoice	2024187	Net 30	12/27/2024	\$0.01
01/31/2025	Invoice	2025116	Net 30	03/02/2025	\$8,335.80
<b>Total for USDA Forest Service</b>					<b>\$8,335.81</b>
<b>Watershed Research &amp; Training Center</b>					
11/22/2023	Invoice	2023204	Net 30	12/22/2023	\$0.02
<b>Total for Watershed Research &amp; Training Center</b>					<b>\$0.02</b>
<b>Wildlife Conservation Board</b>					
01/07/2023	Journal Entry	WR Transfer Request		01/07/2023	-\$0.01
<b>Total for Wildlife Conservation Board</b>					<b>-\$0.01</b>
<b>Upper Butte Creek Forest Health</b>					
02/13/2023	Invoice	2023116	Net 30	03/15/2023	\$0.51
<b>Total for Upper Butte Creek Forest Health</b>					<b>\$0.51</b>
<b>Total for Wildlife Conservation Board with sub-customers</b>					<b>\$0.50</b>
<b>Sierra Nevada Conservancy</b>					
<b>1312 Concow Resilience Implementation</b>					
10/04/2024	Invoice	2024165	Net 30	11/03/2024	\$11,172.56
01/02/2025	Invoice	2025100	Net 30	02/01/2025	\$15,775.64
<b>Total for 1312 Concow Resilience Implementation</b>					<b>\$26,948.20</b>
<b>Colby Mountain Project</b>					
09/19/2024	Payment	68-067481		09/19/2024	-\$0.02
<b>Total for Colby Mountain Project</b>					<b>-\$0.02</b>
<b>RFFCP-1710</b>					
01/28/2025	Invoice	2025115	Net 30	02/27/2025	\$16,943.27
<b>Total for RFFCP-1710</b>					<b>\$16,943.27</b>

# Open Invoices Report

Butte County Resource Conservation District

As of January 31, 2025

DATE	TRANSACTION TYPE	NUM	TERM	DUE DATE	OPEN BALANCE
RFFCP-962					
07/31/2022	Invoice	2022160	Net 30	08/30/2022	\$112.65
10/31/2022	Invoice	2022186	Net 30	11/30/2022	\$1,428.18
01/30/2023	Invoice	2023109	Net 30	03/01/2023	\$3,679.31
04/24/2023	Invoice	2023138	Net 30	05/24/2023	\$2,722.87
09/01/2023	Invoice	2023181	Net 30	10/01/2023	\$7,040.49
05/05/2024	Invoice	2024133	Net 30	06/04/2024	\$0.01
12/17/2024	Invoice	2024190	Net 30	01/16/2025	\$83,562.30
01/28/2025	Invoice	2025114	Net 30	02/27/2025	\$71,153.46
<b>Total for RFFCP-962</b>					<b>\$169,699.27</b>
<b>Total for Sierra Nevada Conservancy with sub-customers</b>					<b>\$213,590.72</b>
<b>TOTAL</b>					<b>\$463,460.79</b>

# Butte County Resource Conservation District

## Vendor Balance Detail

As of January 31, 2025

DATE	TRANSACTION TYPE	NUM	AMOUNT	OPEN BALANCE	MEMO/DESCRIPTION
<b>Activate Human Capital Group</b>					
12/09/2024	Bill	123291	3,992.00	2,480.00	
<b>Total for Activate Human Capital Group</b>			<b>\$3,992.00</b>	<b>\$2,480.00</b>	
<b>Angelica Marcelo</b>					
01/16/2025	Bill		199.00	199.00	BCFSC-PBA South County
<b>Total for Angelica Marcelo</b>			<b>\$199.00</b>	<b>\$199.00</b>	
<b>Aniessa Lopez</b>					
01/16/2025	Bill		199.00	199.00	BCFSC-PBA South-2025119
<b>Total for Aniessa Lopez</b>			<b>\$199.00</b>	<b>\$199.00</b>	
<b>Asa Mattice</b>					
01/16/2025	Bill		199.00	199.00	BCFSC-PBA South County-2025119
<b>Total for Asa Mattice</b>			<b>\$199.00</b>	<b>\$199.00</b>	
<b>Brian Fred</b>					
01/16/2025	Bill		199.00	199.00	BCFSC-PBA South Co-2025119
<b>Total for Brian Fred</b>			<b>\$199.00</b>	<b>\$199.00</b>	
<b>Cheryl A. Kiesel</b>					
01/31/2025	Bill	12576	1,137.50	1,137.50	
<b>Total for Cheryl A. Kiesel</b>			<b>\$1,137.50</b>	<b>\$1,137.50</b>	
<b>Chico State Enterprises</b>					
12/16/2024	Bill	SP013217	2,628.17	2,628.17	SNC-RFFCP-962-NOT BILLED
<b>Total for Chico State Enterprises</b>			<b>\$2,628.17</b>	<b>\$2,628.17</b>	
<b>Courtney Ortero</b>					
01/16/2025	Bill		199.00	199.00	BCFSC-PBA South-2025119
<b>Total for Courtney Ortero</b>			<b>\$199.00</b>	<b>\$199.00</b>	
<b>Daina Moreno</b>					
01/16/2025	Bill		199.00	199.00	BCFSC-PBA South Co-2025119
<b>Total for Daina Moreno</b>			<b>\$199.00</b>	<b>\$199.00</b>	
<b>Daniel Pacheco</b>					
01/16/2025	Bill		199.00	199.00	BCFSC-PBA South Co-2025119
<b>Total for Daniel Pacheco</b>			<b>\$199.00</b>	<b>\$199.00</b>	
<b>Deer Creek Resources</b>					
12/06/2024	Bill	25113	2,075.00	2,075.00	BCFSC-South County-2025113
01/06/2025	Bill	25132	1,200.00	1,200.00	BCFSC-South County-2025113
<b>Total for Deer Creek Resources</b>			<b>\$3,275.00</b>	<b>\$3,275.00</b>	
<b>Elisabeth Lopez</b>					
01/16/2025	Bill		199.00	199.00	BCFSC-PBA South Co-2025119
<b>Total for Elisabeth Lopez</b>			<b>\$199.00</b>	<b>\$199.00</b>	
<b>Emick Brown</b>					
01/16/2025	Bill		199.00	199.00	BCFSC-PBA So County-2025119
<b>Total for Emick Brown</b>			<b>\$199.00</b>	<b>\$199.00</b>	
<b>Eric Cervantes</b>					
01/16/2025	Bill		199.00	199.00	BCFSC-PBA So Co-2025119
<b>Total for Eric Cervantes</b>			<b>\$199.00</b>	<b>\$199.00</b>	
<b>Howler Group</b>					
11/04/2024	Bill	3556	875.00	875.00	PG&E-Poe Reach Trail-2024182
<b>Total for Howler Group</b>			<b>\$875.00</b>	<b>\$875.00</b>	
This invoice originally was posted to Howler Group, Inc. Check #1229 was never received and then voided. Gregory Mazu changed from a corp to a sole proprietor.					
<b>Total for Howler Group</b>			<b>\$875.00</b>	<b>\$875.00</b>	
<b>Iron Ridge Enterprises, LLC</b>					
10/30/2024	Bill	4	162,905.36	83,562.30	SNC-RFFCP-962-2024190

# Butte County Resource Conservation District

## Vendor Balance Detail

As of January 31, 2025

DATE	TRANSACTION TYPE	NUM	AMOUNT	OPEN BALANCE	MEMO/DESCRIPTION
12/30/2024	Bill	5	57,594.00	57,594.00	SNC-RFFCP-962-2025114
<b>Total for Iron Ridge Enterprises, LLC</b>			<b>\$220,499.36</b>	<b>\$141,156.30</b>	
Jensen Estrada					
01/16/2025	Bill		398.00	398.00	BCFSC-PBA South Co-2025119
<b>Total for Jensen Estrada</b>			<b>\$398.00</b>	<b>\$398.00</b>	
John Vigil, Sr.					
01/16/2025	Bill		398.00	398.00	BCFSC-PBA So Co-2025119
<b>Total for John Vigil, Sr.</b>			<b>\$398.00</b>	<b>\$398.00</b>	
Joseph Vigil					
01/16/2025	Bill		199.00	199.00	BCFSC-PBA So Co-2025119
<b>Total for Joseph Vigil</b>			<b>\$199.00</b>	<b>\$199.00</b>	
Julia Sidman-					
01/31/2025	Bill		44.80	44.80	Mileage
<b>Total for Julia Sidman-</b>			<b>\$44.80</b>	<b>\$44.80</b>	
Karen Ramirez					
01/16/2025	Bill		199.00	199.00	BCFSC-PBA So Co-2025119
<b>Total for Karen Ramirez</b>			<b>\$199.00</b>	<b>\$199.00</b>	
Konkau Association Corporation					
01/28/2025	Bill	CFS-001	2,470.00	2,470.00	USDA Forest Serv-PNF Concow SPA-2025116
<b>Total for Konkau Association Corporation</b>			<b>\$2,470.00</b>	<b>\$2,470.00</b>	
Konkow Valley Band of Maidu					
12/31/2024	Bill	RFFCP-962-4th 1/4	3,900.00	3,900.00	SNC-RFFCP-962-2025114
<b>Total for Konkow Valley Band of Maidu</b>			<b>\$3,900.00</b>	<b>\$3,900.00</b>	
Maple Creek Ranch					
01/08/2025	Bill	2	1,000.00	1,000.00	CARCD-Trex-2025107
01/08/2025	Bill	1	800.00	800.00	CARCD-Trex-2025107
<b>Total for Maple Creek Ranch</b>			<b>\$1,800.00</b>	<b>\$1,800.00</b>	
Marcus Delgado-Ortero					
01/16/2025	Bill		199.00	199.00	BCFSC-PBA So Co-2025119
<b>Total for Marcus Delgado-Ortero</b>			<b>\$199.00</b>	<b>\$199.00</b>	
Marialena Ramirez					
01/16/2025	Bill		398.00	398.00	BCFSC-PBA So Co-2025119
<b>Total for Marialena Ramirez</b>			<b>\$398.00</b>	<b>\$398.00</b>	
Marisa Cervantes					
01/16/2025	Bill		199.00	199.00	BCFSC-PBA So Co-2025119
<b>Total for Marisa Cervantes</b>			<b>\$199.00</b>	<b>\$199.00</b>	
Matthew Hooper					
01/16/2025	Bill		199.00	199.00	BCFSC-PBA So Co-2025119
<b>Total for Matthew Hooper</b>			<b>\$199.00</b>	<b>\$199.00</b>	
Mooretown Rancheria-					
01/30/2025	Bill	2024-046	54,450.08	54,450.08	Butte Co/Chico State Enterprise-2025117 & 2025118
<b>Total for Mooretown Rancheria-</b>			<b>\$54,450.08</b>	<b>\$54,450.08</b>	
MTN Consulting and Restoration, LLC					
10/01/2024	Bill		2,267.00	2,267.00	USDA-High Lakes OHV-NOT BILLED
<b>Total for MTN Consulting and Restoration, LLC</b>			<b>\$2,267.00</b>	<b>\$2,267.00</b>	
Naomi Gutierrez					
01/16/2025	Bill		398.00	398.00	BCFSC-PBA So Co-2025119
<b>Total for Naomi Gutierrez</b>			<b>\$398.00</b>	<b>\$398.00</b>	
National Association of Conservation					

# Butte County Resource Conservation District

## Vendor Balance Detail

As of January 31, 2025

DATE	TRANSACTION TYPE	NUM	AMOUNT	OPEN BALANCE	MEMO/DESCRIPTION
<b>Districts</b>					
04/01/2024	Bill		100.00	100.00	Waiting to see if Thad & Colleen want to pay more
<b>Total for National Association of Conservation Districts</b>			<b>\$100.00</b>	<b>\$100.00</b>	
<b>Northern California Regional Land Trust</b>					
01/02/2025	Bill	RFFCP-962-8	390.00	390.00	SNC-RFFCP-962-2025114
01/09/2025	Bill	3	4,934.25	4,934.25	SNC-RFFCP-1710-2025115
<b>Total for Northern California Regional Land Trust</b>			<b>\$5,324.25</b>	<b>\$5,324.25</b>	
<b>Pacific Watershed Associates</b>					
12/31/2024	Bill	10411-24-18	2,896.10	2,896.10	SWRCB-Centerville-2025109
<b>Total for Pacific Watershed Associates</b>			<b>\$2,896.10</b>	<b>\$2,896.10</b>	
<b>Point Blue Conservation Science-</b>					
09/30/2024	Bill		5,448.26	5,448.26	WCB-Butte Creek House-NOT BILLED
<b>Total for Point Blue Conservation Science-</b>			<b>\$5,448.26</b>	<b>\$5,448.26</b>	
<b>Richard S. Gudgel</b>					
01/30/2025	Bill Payment (Check)	1253	-1,790.00	-1,790.00	
<b>Total for Richard S. Gudgel</b>			<b>\$ -1,790.00</b>	<b>\$ -1,790.00</b>	
<b>Rock Solid Trail Contracting, LLC</b>					
01/02/2025	Bill	24-010-03	16,472.95	16,472.95	Butte County-Colby Mtn - 2025103
<b>Total for Rock Solid Trail Contracting, LLC</b>			<b>\$16,472.95</b>	<b>\$16,472.95</b>	
<b>Sierra Cascade Land Stewards, Inc.</b>					
01/31/2025	Bill	1176	750.00	750.00	SI-Post Park Fire Recovery-Jobs First
<b>Total for Sierra Cascade Land Stewards, Inc.</b>			<b>\$750.00</b>	<b>\$750.00</b>	
<b>Susie Cortez</b>					
01/16/2025	Bill		199.00	199.00	BCFSC-PBA So Co-2025119
<b>Total for Susie Cortez</b>			<b>\$199.00</b>	<b>\$199.00</b>	
<b>Symbiotic Restoration Group</b>					
11/10/2024	Bill	PRKF4	3,570.32	3,570.32	Butte Co/Chico State Enterprises-2025117 & 2025118
<b>Total for Symbiotic Restoration Group</b>			<b>\$3,570.32</b>	<b>\$3,570.32</b>	
<b>UC Regents</b>					
11/01/2024	Bill	00033	7,000.00	7,000.00	SI-Shared Stewardship-2024180
11/30/2024	Bill	00034	7,000.00	7,000.00	SI-Shared Stewardship-2024189
01/02/2025	Bill	00035	7,000.00	7,000.00	SI-2025104
<b>Total for UC Regents</b>			<b>\$21,000.00</b>	<b>\$21,000.00</b>	
<b>Wild Ginger Botanical Consulting</b>					
01/28/2025	Bill	4	1,466.25	1,466.25	Point Blue-Crane Valley-2025121
<b>Total for Wild Ginger Botanical Consulting</b>			<b>\$1,466.25</b>	<b>\$1,466.25</b>	
<b>William Meders</b>					
01/17/2025	Bill		199.00	199.00	BCFSC-PBA So Co-2025119
<b>Total for William Meders</b>			<b>\$199.00</b>	<b>\$199.00</b>	
<b>TOTAL</b>			<b>\$357,552.04</b>	<b>\$276,696.98</b>	

# Butte County Resource Conservation District

## Budget vs. Actuals: Budget\_FY25\_P&L - FY25 P&L

July 2024 - January 2025

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
<b>Income</b>				
Charges for Current Services		277,076.00	-277,076.00	
Income		3,827,360.00	-3,827,360.00	
Indirect		163,002.00	-163,002.00	
Miscellaneous Revenue	300.00		300.00	
Services	2,123,999.45		2,123,999.45	
TREX Event	1,224.00		1,224.00	
<b>Total Income</b>	<b>\$2,125,523.45</b>	<b>\$4,267,438.00</b>	<b>\$ -2,141,914.55</b>	<b>49.81 %</b>
<b>GROSS PROFIT</b>	<b>\$2,125,523.45</b>	<b>\$4,267,438.00</b>	<b>\$ -2,141,914.55</b>	<b>49.81 %</b>
<b>Expenses</b>				
Bank Service Charges	-43.97		-43.97	
Business Manager		46,662.00	-46,662.00	
Cash Reserves		26,250.00	-26,250.00	
Conference Expense	545.00		545.00	
Continuing Education	175.00	3,500.00	-3,325.00	5.00 %
DM Half Time		31,500.00	-31,500.00	
Event Expense	314.89	1,500.00	-1,185.11	20.99 %
Marketing		700.00	-700.00	
Meals & Entertainment	196.48		196.48	
Miscellaneous Expense	3,346.60		3,346.60	
Office-Dues & Subscriptions	12,254.96	4,543.00	7,711.96	269.75 %
Office-Equipment Rental	1,361.92		1,361.92	
Office-Insurance	8,720.86	14,184.00	-5,463.14	61.48 %
Office-Internet	1,990.34	2,716.00	-725.66	73.28 %
Office-Postage & Delivery	16.74		16.74	
Office-Rent	12,530.00	12,530.00	0.00	100.00 %
Office-Repair & Maintenance	414.94		414.94	
Office-Small Equipment	4,272.78	3,500.00	772.78	122.08 %
Office-Special District Fee	1,853.29		1,853.29	
Office-Supplies	775.14	350.00	425.14	221.47 %
Office-Utilities	1,536.22		1,536.22	
Outside Payroll Service	336,284.07	480,065.00	-143,780.93	70.05 %
Permits/Licenses/Assessments	50.00		50.00	
Printing & Reproduction		1,400.00	-1,400.00	
Professional Fees	20,814.50	31,950.00	-11,135.50	65.15 %
Project-Lodging	780.00		780.00	
Project-Mileage	4,237.04	17,209.00	-12,971.96	24.62 %
Project-Permits	8,478.00	150.00	8,328.00	5,652.00 %
Project-Subcontractors	1,655,994.68	3,392,728.00	-1,736,733.32	48.81 %
Project-Supplies	17,590.55	42,058.00	-24,467.45	41.82 %
RCD Vehicle-Reimbursable to RCD		10,831.00	-10,831.00	
Staff-Hiring & Recruitment	601.00	700.00	-99.00	85.86 %
Supplies	115.04		115.04	



# Butte County Resource Conservation District

## Budget vs. Actuals: Budget\_FY25\_P&L - FY25 P&L

July 2024 - January 2025

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Travel and Lodging	504.36	6,200.00	-5,695.64	8.13 %
Vehicle Expense		40,000.00	-40,000.00	
Vehicle-Fuel	3,223.83		3,223.83	
Vehicle-Insurance	5,262.17		5,262.17	
Vehicle-Repairs & Maintenance	1,961.26		1,961.26	
<b>Total Expenses</b>	<b>\$2,106,157.69</b>	<b>\$4,171,226.00</b>	<b>\$ -2,065,068.31</b>	<b>50.49 %</b>
<b>NET OPERATING INCOME</b>	<b>\$19,365.76</b>	<b>\$96,212.00</b>	<b>\$ -76,846.24</b>	<b>20.13 %</b>
Other Income				
Interest Earned	89,018.21		89,018.21	
Reynolds Settlement	44,287.29		44,287.29	
<b>Total Other Income</b>	<b>\$133,305.50</b>	<b>\$0.00</b>	<b>\$133,305.50</b>	<b>0.00%</b>
<b>NET OTHER INCOME</b>	<b>\$133,305.50</b>	<b>\$0.00</b>	<b>\$133,305.50</b>	<b>0.00%</b>
<b>NET INCOME</b>	<b>\$152,671.26</b>	<b>\$96,212.00</b>	<b>\$56,459.26</b>	<b>158.68 %</b>

# CSDA COMMERCIAL CARD



Umpqua Bank is proud to be selected as the CSDA's Commercial Card Program provider. CSDA's specialized card program offers one powerful business tool to manage purchasing, travel, fleet and expense management – all in one card. It's also backed by Visa® and designed for your business, so you can securely manage your expenses and payables while giving your employees flexibility without sacrificing control.

## Key features

### Advanced online reporting tools

- Analyze company spend trends
- Manage payables and vendors
- Create spend reports to negotiate preferred pricing with suppliers
- Integrated online expense approval system
- Competitive rebate

## Expense controls

- Greater security and control over employee spending through use of customized limits
- Controlled spend guidelines by card type, employee, purchase type or department level
- Fleet management, providing clear oversight of fuel and vehicle maintenance expenses
- Customized billing and payment options
- Select the statement cycle and due date that's right for your organization
- Choose central or individual billing preferences to suit your company's needs

## Complimentary benefits

- Travel accident insurance
- Lost luggage reimbursement
- Auto rental collision damage waiver
- Worldwide emergency card replacement and emergency cash
- Visa® liability waiver program
- 24/7 customer support

Products and services are subject to program qualifications and, in some cases, credit approval. Fees may apply.

## Key benefits

### Streamline processes

- Streamline accounts payable and reduce administrative costs
- Manage card portfolio with online company administrator tool
- Integrate with third-party accounting and expense management software

## Realize efficiencies

- Improve expense reporting with detailed reports, downloads and automated extracts
- Support accounting and reconciliation with enhanced data for cost allocation, regulatory reporting, budget reporting and reconciliation of cardholder activity

## Gain cost savings

- Save on expenses by converting checks to card payments
- Control unauthorized spending by leveraging security features
- Negotiate discounts with preferred vendors

Become more productive and streamline your business processes with the CSDA Commercial Card from Umpqua Bank. For more information contact:

### Anastasia Efstathiou

VP/Client Solutions Manager  
anastasiaefstathiou@umpquabank.com  
916-774-3923

### Lauren Vlahandreas

VP/Commercial Card Consultant  
Global Payment and Deposits  
laurenvlahandreas@umpquabank.com  
707-322-9758



**UMPQUA  
BANK**



---

## BUTTE LOCAL AGENCY FORMATION COMMISSION

---

1453 Downer Street, Suite C • Oroville, California 95965-4950  
(530)538-7784 • Fax (530)538-2847 • [www.buttelafco.org](http://www.buttelafco.org)

TO: Butte County Special Districts  
Butte County Special District Association

FROM: Krystal Bradford, Office Manager

SUBJECT: **Election of a Special District *Regular* "Non-Enterprise" Member and a *Alternate* "Enterprise/Non-Enterprise" Member**

DATE: February 7, 2025

---

The Butte Local Agency Formation Commission is calling for nominations to serve on the Commission for:

- One (1) Special District ***Regular* "Non-Enterprise"** Member. The term for this seat is four years and will begin June 1, 2025 and expire May 31, 2029; and
- One (1) Special District ***Alternate* "Enterprise/Non-Enterprise"** Member. The term for this seat is four years and will begin June 1, 2025 and expire in May 31, 2029.

At this time, a formal ballot is not required. A written nomination letter will be sufficient if it provides the name of your nominee and the District Board on which he or she serves. The nomination must be made by an **official action of your Board of Directors and signed by the appropriate Officer of the Board.**

Nomination letters must be returned to Shannon Costa, Deputy Executive Officer, Butte Local Agency Formation Commission, 1453 Downer Street, Suite C, Oroville, California 95965 by Friday, March 14, 2025, either by U.S. Mail, e-mail or hand delivered. Postmarks of March 14, 2025 will be accepted. Nomination letters received by LAFCO, or postmarked after the closing date, will not be accepted.

If you do not have a District Board meeting scheduled within this time frame and would like to make a nomination, you will have to schedule a special Board meeting.

Should you have any questions or if I can be of any assistance, please feel free to contact me at your convenience.



Point Blue Conservation Science (*formerly PRBO*)  
3820 Cypress Drive Suite 11  
Petaluma, CA 94954  
707.781.2555 pointblue.org

**Conservation Science for a healthy planet.**

**THIS FIRST AMENDMENT TO GRANT AGREEMENT** (“First Amendment”) is made and entered into as of December 26, 2024, by and between Point Blue Conservation Science (“Point Blue”) and Butte County Resource Conservation District (“Subgrantee”). Point Blue and Subgrantee are sometimes referred to in this First Amendment individually as a “party” and collectively as “the parties.”

### **RECITALS**

- A. Point Blue and Subgrantee entered the Sierra Meadow Restoration Project Funding Agreement WCB-BCRCD-2 dated November 30, 2023 (“Agreement”).
- B. In accordance with the terms of Section 13 of the Agreement, Point Blue and Subgrantee mutually desire to amend the Grant Agreement with this First Amendment.

**NOW, THEREFORE**, in consideration of the above recitals which by this reference are incorporated herein, the mutual covenants and conditions contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Point Blue and Subgrantee agree as follows:

#### **1. BUDGET**

Exhibit E of the Agreement shall be amended to read:

*(Please see pages 2-3)*

**SMP Grant Program Applicant Budget Worksheet A**

Butte Creek House Ecological Reserve Meadow Restoration and Forest Health Project				Justification/Description (provide a short justification/description of each budget item regarding cost effectiveness and appropriateness to the work)
<b>A. PERSONNEL SERVICES</b>				
Project Role	Hours	Rate	Amount Requested from SMP	
Project Manager	400.00	\$ 35.00	\$ 14,000.00	Overall project lead
Field Technician	250.00	\$ 30.00	\$ 7,500.00	Support for implementation and monitoring
District Manager	20.00	\$ 45.00	\$ 900.00	Administrative support, budget oversight
Botanist	35.00	\$ 35.00	\$ 1,225.00	Post restoration monitoring botany survey
<b>Subtotal Personnel Services Before Benefits</b>			\$ 23,625.00	
Staff Benefits		40.00%	\$ 9,450.00	
<b>SUBTOTAL A : PERSONNEL SERVICES</b>			\$ 33,075	
<b>B. OPERATING EXPENSES GENERAL</b>				
Equipment			\$ 3,000	Waders for staff, hand tools
Supplies/Materials			\$ 500	Marking supplies, printing, office supplies, etc.
Travel Costs			\$ 3,000	Current IRS mileage rate x 100 miles per trip x 45 trips
<Insert or delete line items as needed>			\$ -	
<b>SUBTOTAL B: OPERATING EXPENSES: GENERAL</b>			\$ 6,500	
<b>C. SUBCONTRACTORS (OUTSIDE SERVICES)</b>				
Forest Creek Restoration inc. - Meadow Restoration Specialist			\$ 65,000	Labor, travel, supplies, construction costs
Low Tech./Process Based Restoration Crew (PALS and Plantings)			\$ 225,400	Labor, mileage, supplies, per diem
Timber faller			\$ 3,000	\$1,000 x 3 days
Wildlife Surveys			\$ 2,000	Pre-implementation and post-restoration monitoring bird surveys
<b>SUBTOTAL C : OPERATING EXPENSES: SUBCONTRACTORS</b>			\$ 295,400	
<b>D. INDIRECT CHARGES (no more than 20%; excludes capital equip., foreign travel, &amp; outside services)</b>				
Indirect Charges = ((Subtotal A) + (Subtotal B qualifying expenses)) * (Indirect Rate)		20.00%	\$ 6,615	subtotal A. only
<b>SUBTOTAL D: INDIRECT CHARGES</b>			\$ 6,615	
<b>GRAND TOTAL OF REQUEST (A + B + C + D)</b>			\$ 341,590	
<b>E. COST SHARE (please indicate whether funding is secured)</b>				
BCRCD personell match-CalFire Workforce Development			\$ 24,402	40.67 per hour fully loaded x 600 hours
California Department of Fish and Wildlife- Wildlands Crew			\$ 41,360	crew of 10, 20 working days, at \$2,068 per day
<Insert or delete line items as needed>			\$ -	
<b>SUBTOTAL E : COST SHARE</b>			\$ 65,762	
<b>GRAND TOTAL OF PROJECT (A + B + C + D + E)</b>			\$ 407,352	

## SMP Grant Program Applicant Budget Worksheet B - Costs By Task

<b>Project Title:</b>		Butte Creek House Ecological Reserve Meadow Restoration and Forest Health Project		
<b>Applicant:</b>		Butte County Resource Conservation District		
Task Number and Name*	Total SMP Grant Program Requested Cost	Total Cost Share	Total Cost by Task	Description of Task
Project Management	\$ 37,860.00	\$ 24,402.00	\$ 62,262.00	includes BCRC staff (excluding botanist) time for all tasks + operating expenses
Restoration Implementation	\$ 257,225.00	\$ 33,088.00	\$ 290,313.00	CDFW wildland crew time for 16 days (Match) + low tech crew 7 weeks + 67k meadow restoration specialist
Monitoring	\$ 6,715.00	-	\$ 6,715.00	Botany, wildlife, cross-sectional surveys
Adaptive Management	\$ 33,175.00	\$ 8,272.00	\$ 41,447.00	Low tech crew time 1 week + meadow restoration specialist time 1 week + CDFW wildland crew time 4 days (match)
	\$ -	\$ -	\$ -	
Indirect Costs	\$ 6,615.00	-	\$ 6,615.00	
<b>Total</b>	<b>\$ 341,590</b>	<b>\$ 65,762.00</b>	<b>\$ 407,352.00</b>	20% of personnel

\*Task numbers/names should be consistent with those presented in the application form. Do not merge costs across multiple tasks.

**Conservation Science for a healthy planet.**

**2. ENTIRE AGREEMENT**

This First Amendment sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements.

**3. REMAINDER OF GRANT AGREEMENT UNCHANGED**

Except as herein modified or amended by this First Amendment, the provisions, conditions, and terms of the Agreement remain unchanged and in full force and effect.

**4. INCONSISTENCY BETWEEN GRANT AGREEMENT AND FIRST AMENDMENT**

In the case of any inconsistency between the provisions of the Agreement and this First Amendment, the provisions of this First Amendment govern and control.

**5. AUTHORIZED SIGNATURES**

Each signatory of this First Amendment represents that he or she has the authority to execute and deliver the same on behalf of the party for which such signatory is acting.

**6. COUNTERPART**

This First Amendment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

**7. ELECTRONIC SIGNATURES**

The parties agree to accept electronic signatures (as defined in Section 1633.2 of the California Civil Code), faxed versions of an original signature, or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

**8. AMENDMENT RETROACTIVE**

The conditions, covenants, rights, and obligations of this First Amendment shall be retroactive to the effective date of the Agreement on November 30, 2023.



Point Blue Conservation Science (*formerly PRBO*)  
3820 Cypress Drive Suite 11  
Petaluma, CA 94954  
707.781.2555 pointblue.org

**Conservation Science for a healthy planet.**

**IN WITNESS WHEREOF**, the undersigned parties have executed this Agreement.

**POINT BLUE CONSERVATION SCIENCE**

By: \_\_\_\_\_  
Padmini Srinivasan  
Chief Financial Office

Date: \_\_\_\_\_

**SUBGRANTEE**

Butte County Resource Conservation District

By: \_\_\_\_\_  
David Lee  
Board Chairman

Date: \_\_\_\_\_



**AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR**

THIS AGREEMENT ("Agreement") is made by and between the BUTTE COUNTY RESOURCE CONSERVATION DISTRICT ("BCRCD") and Vollmar Natural Lands Consulting ("Consultant"). Consultant agrees to provide and BCRCD agrees to accept the services specified herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Designated Representative. Dave Lee, Chairman of the Board of BCRCD (530) 693-3173 is the representative of BCRCD and will administer this Agreement for and on behalf of BCRCD. John Vollmar is the representative for the consultant. Changes in designated representatives shall be made only after advance written notice to the other party.

2. Notices. Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

To BCRCD: Dave Lee  
Chairman of the Board  
Butte County Resource Conservation District  
150 Chuck Yeager Way, Suite A, Oroville, California 95965  
[bcrd@carcd.org](mailto:bcrd@carcd.org)

To Consultant: John Vollmar  
2401 Capital Avenue, Suite 301  
Sacramento, CA 95816

or at such other address or to such other person that the parties may from time to time designate.

Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

3. Scope of Services Consultant agrees to provide services to BCRCDD in accordance with Exhibit "A" attached hereto and made a part hereof by this reference.

4. Term. The term of this Agreement shall commence upon signing of both parties and shall continue in effect until December 31, 2025 or as officially extended.

5. Compensation Consultant may submit invoices monthly as long as progress is being displayed on the project. Each invoice shall include a brief description of work completed to date for those tasks that are being billed for in Exhibit A. In addition, each invoice shall also indicate the overall percent of work completed for all tasks specified in Exhibit A. Consultant shall be paid for performance under this Agreement in accordance with the terms of Exhibit "B" attached hereto and made a part hereof by this reference. Billing shall be by invoice, which shall include the contract number assigned by BCRCDD, and which shall be delivered to the address for BCRCDD shown in Section 2 above, following completion of the increments identified on Exhibit "B." If billing at a hourly rate, in addition to the invoice the Contractor shall provide timesheets that includes: date, hours spent, location, and task/ work accomplished. Unless otherwise specified in Exhibit "B" payment shall be net sixty (60) days from date RCD receives payment from RCD's client.

6. Independent Contractor. Consultant shall perform all of its services under this Agreement as an independent contractor and not as an employee of BCRCDD. Consultant understands and acknowledges that it shall not be entitled to any benefits of a BCRCDD employee, including but not limited to vacation, sick leave, insurance, retirement, workers' compensation, or protection of tenure.

7. Standard of Performance. Consultant represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement, and will

obtain all skills, expertise, and licenses/permits required at no expense to the BCRCD.

Accordingly, Consultant shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which BCRCD is engaged. All products of whatsoever nature, which Consultant delivers to BCRCD pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in profession. Consultant shall correct or revise any errors or omissions, at BCRCD's request without additional compensation. Permits and/or licenses shall be obtained and maintained by Consultant at no additional cost to BCRCD.

8. Taxes. BCRCD shall not be responsible for paying any taxes on Consultants behalf, and should BCRCD be required to do so by state, federal, or local taxing agencies, Consultant agrees to promptly reimburse BCRCD for the full value of such paid taxes, plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation.

9. Conflict of Interest. Consultant covenants that he/she presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Consultant.

10. Responsibilities of BCRCD. BCRCD shall provide all information reasonably necessary for Consultant to perform the services required herein.

11. Ownership of Documents. Consultant and BCRC D agree to not release any data collected or any reports to the public which are deemed to contain confidential information under state or federal guidelines.

Consultant agrees to not release any materials under this section without prior approval from BCRC D.

12. Records, Audit, and Review. Consultant shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of Consultants profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. BCRC D shall have the right to audit and review all such documents and records at any time during regular business hours upon reasonable notice.

13. Indemnification and Insurance. Consultant shall agree to defend, indemnify, and hold harmless BCRC D and to procure and maintain insurance before starting the work, at its own cost and expense, and maintain during the progress of the work. Consultant is solely responsible for the payment of all premiums and deductibles. Insurance coverage of the type and limits will be maintained in the following amounts:

Coverage	Minimum Limits
Worker’s Compensation	Statutory
Comprehensive or Commercial General Liability (Bodily Injury, Property Damage, Personal Injury and including independent contractors, contractual liability, product & completed operations, underground explosion and collapse hazard, and pollution liability)	\$1,000,000 Per Occurrence \$2,000,000 General Aggregate
Automobile Liability (owned, if any, non-owned, and hired), Bodily Injury, Property Damage	\$1,000,000

Consultant will provide a Certificate of Insurance naming Client as an Additional Insured.

14. . Nondiscrimination. Contractor shall comply with all Federal, State and local laws rules and regulations including, without limitation, and not limited to any nondiscrimination laws. Specifically, the contractor by executing this agreement stipulates and certifies that as an individual or as an entity, it complies in good faith as well as all actions with the following regulatory requirements at least but not limited to:

- a) Non-discrimination with regard to minority, women, and disabled veteran-owned business enterprises; hiring practices on the basis of race, color, or national origin, gender, handicaps or age.
- b) Environmental protection legislation and in particular regarding clean air and water, endangered species, handling of toxic substances and the public right to know.
- c) Drug Free Workplace, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act and Public Health Service Act
- d) National Labor Relations Board Public Contract Code 10296
- e) Domestic Partners – Public Contract Code 10295.3
- f) ADA 1990 42 USC 12101 et seq.

15. Nonexclusive Agreement. Consultant understands and agrees that this is not an exclusive Agreement and that BCRCDD shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by Consultant at BCRCDD's sole discretion.

16. Assignment. Consultant shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of the BCRCDC. Any attempts to so assign or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination of this Agreement.

17. Termination.

A. By BCRCDC. The BCRCDC may, by written notice to Consultant terminate this Agreement in whole or in part at any time, whether for BCRCDC's convenience or because of a failure of Consultant to fulfill the obligations herein. Upon receipt of notice, Consultant shall immediately discontinue all services (unless the notice directs otherwise) and deliver to BCRCDC all data, estimates, graphs, summaries, reports, electronic files, and all other records, documents, or papers as may have been accumulated or produced by Consultant in performing this Agreement, whether complete or in process.

(1) For convenience. The BCRCDC may terminate this Agreement upon thirty (30) days written notice. Following notice of such termination, Consultant shall promptly cease work and notify the BCRCDC as to the status of its performance.

Notwithstanding any other payment provision of this Agreement, the BCRCDC shall pay Consultant for service satisfactorily performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall Consultant be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. Consultant shall furnish to the BCRCDC such financial information as in the judgment of BCRCDC is necessary to determine the reasonable value of the services rendered by Consultant. In the event of a dispute as to the reasonable value of the services rendered by Consultant, the decision of the BCRCDC shall be

final. The foregoing is cumulative and shall not affect any right or remedy which the BCRCDC may have in law or equity.

(2) For cause. Should Consultant default in the performance of this Agreement or materially breach any of its provisions, the BCRCDC may, at its sole discretion, terminate this Agreement by written notice, which shall be effective upon receipt by Consultant.

B. By Consultant. Should the BCRCDC fail to pay Consultant all or any part of the payment set forth in Exhibit "B," Consultant may, at its sole option, terminate this Agreement if such failure is not remedied by the BCRCDC within thirty (30) days of written notice to the BCRCDC of such late payment.

18. Section Headings. The headings used in this Agreement shall be for convenience only and shall not affect the meaning, construction, or interpretation of the contents of the individual sections.

19. Severability. If one or more of the provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

20. Remedies Not Exclusive. No remedy herein conferred upon or reserved to the BCRCDC is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity.

21. Time is of the Essence. Time is of the essence in this Agreement and each covenant and term is a condition herein.

22. No Waiver of Default. No delay or omission of the BCRCDC to exercise any right or power upon the occurrence of any event or default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein; and every power and remedy given by this Agreement to the BCRCDC shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of the BCRCDC.

23. Entire Agreement and Amendment. In conjunction with the matters considered herein, this Agreement and the accompanying exhibits contain the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties, or undertakings by any of the parties, either oral or written, of any character or nature whatsoever, hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreement, course of conduct, waiver, or estoppel.

24. Successors and Assigns. All representations, covenants, and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and insure to the benefit of such party, its successors and assigns.

25. Compliance with Law. Consultant shall, at its sole cost and expense, comply with all County, State, and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. Including all associated requirements of the funding sources (See Exhibit C if applicable). The judgment of any court of competent jurisdiction, or the



admission of Consultant in any action or proceeding against Consultant, whether the BCRCDD is a party thereto or not, that Consultant has violated any such ordinance or statute, shall be conclusive of that fact as between Consultant and the BCRCDD.

26. California Law. This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Butte, if in state court, or in the federal district court nearest to Butte County, if in federal court.

27. Execution in Counterparts. This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

28. Authority. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entities, persons, or firms, and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully met. Furthermore, by entering into this Agreement, Consultant hereby warrants that she shall not have breached the terms or conditions of any other contract or agreement to which Consultant is obligated, which breach would have a material effect hereon.

29. Precedence. In the event of a conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by the BCRCDD.

BUTTE COUNTY RESOURCE CONSERVATION DISTRICT ("BCRCD")

By: \_\_\_\_\_  
Dave Lee, Chairman of the Board, BCRCD

Date: \_\_\_\_\_

By: \_\_\_\_\_  
John Vollmer, Project Manager, VNLC

Date: \_\_\_\_\_

## EXHIBIT A

### SCOPE OF WORK

#### Forks of Butte Recreation Area (NEPA)

##### Project Description

Vegetation conditions at the Forks of Butte Recreation Area have created unsafe fuel levels that increase the chances of high severity wildfire as well diminished the health of the forested landscape. By utilizing manual and mechanical fuels reduction, timber harvesting, and the use of low intensity prescribed fire, this project aims to protect public and private property, infrastructure, and natural and cultural resources within the Butte Creek Watershed and Butte County, while enhancing the ecological health and increasing the landscape's resilience while reinforcing recreational opportunities.

##### Project Vicinity and Location:

The project is approximately 2167 acres of BLM property within Butte Creek watershed. The vegetation type can be classified as Sierran Mixed Hardwood. The project includes seven Bureau of Land Management (BLM) parcels. All parcels are located in township 24 north, range 03 east, MDBM. The parcel numbers are 056-220-002-000, 056-220-004-000, 056-220-006-000, 056-220-012-000, 056-220-013-000, 056-220-014-000, and 056-220-016-000

##### Contractor's Tasks for Forks of Butte Recreation Area

The intent of this solicitation is to procure services in botanical surveys of approximately 2167 acres of Bureau of Land Management administered land in Butte County California prior to implementation of hazard fuel reduction, timber harvesting, and prescribed fire operations on BLM lands. The BLM Redding Field Office Staff will provide project area shapefiles and maps, all known internal botany survey information, the BLM special status plant List, and the BLM special status plant manual.

Task 1. Review known botanical information, including records and geographic information system (GIS) data regarding known rare plant occurrences (e.g., California Department of Fish and Wildlife's [CDFW's] Natural Diversity Database [CNDDDB], California Native Plant Society [CNPS] Inventory of Rare and Endangered Plants of California, California Rare Plant Ranks [CRPRs] through 4, Consortium of California Herbaria website, U.S. Fish and Wildlife Service [USFWS] Sacramento Office and Information Planning and Conservation [IPaC] website, CalFlora, etc.); and the Bureau of Land Management (BLM) Redding Field Office special-status plants list.

Task 2. Determine the target species list for the field survey by comparing background information with the project location, habitat in the project area, or other logical project constraints. (BLM will have a chance to review the target species list before surveys are planned.)

Task 3. Conduct a seasonally timed floristic survey of the Survey Area to find and map any special-status plants in the target species list.

Task 3.1. An intuitive controlled survey, consistent with BLM survey policy can be conducted (as described in the Special Status Plant Manual) if approved by a BLM specialist. Otherwise, the entire project area must be surveyed as a complete survey.

Task 3.2. All plants encountered will need to be identified to the level necessary to determine status.

Task 3.3. Where access to a portion of the Survey Area is unsafe (e.g., steep rocky slope, obviously hazardous trees, etc.), habitat suitability will be assessed and will be examined to the extent feasible with binoculars.

Task 3.4. Document rare plant populations as polygons using global positioning system (GPS) units capable of 3-meter accuracy. Data gathered will include occurrence information such as species encountered, population size, threats, and percent cover.

Task 3.5. Upon completion of the survey, GPS polygon data for occurrences of special- status plants will be converted to GIS layers for submittal to BLM.

Task 3.6. Flag rare plant populations with a buffer approved by the Redding Field Office Ecologist. Black/Yellow striped flagging is preferred.

Task 4. Reporting Requirements: A brief botanical memorandum-style report is sufficient, including:

Task 4.1. Summary of desktop review (table) and field methods

Task 4.2. A map of the Survey Area, CNDDDB results, any special-status plant occurrences, and any sensitive/special vegetation communities.

Task 4.3. Floristic plant list.

Task 4.4. A map of riparian areas, a brief description of their hydrology (intermittent, perennial, ephemeral), whether they are fish bearing, and a brief description of their overall health and condition.

Task 4.5. Notes and spatial data on noxious or invasive species infestations.

Task 4.6. CNDDDB element occurrence forms for any special-status species observed.

#### Deliverables

- Participation in project launch meeting
- Botanical Memorandum Report
- Mitigation, monitoring and reporting plan (if needed)
- Develop list of integrated design features (if needed)
- Digital copies of all data collection and analysis
- Invoices

Copies of all survey or other data collected and analysis will be provided to BCRC in electronic form (Word, Excel, or PDF).

**END OF EXHIBIT A**

## **EXHIBIT B**

### **PAYMENT**

Payment for services rendered will be issued in the amount of and not to exceed as follows:

Vollmar Natural Lands Consulting – Forks of Butte Recreation Area Botanical Survey \$38,360

**The budget to complete the Forks of Butte Recreation Area study is \$38,360. Total Contract Value is not to exceed \$38,360. Table 1 provides a cost estimate breakdown.**

Any additional work, not budgeted for above, will be considered separately and an estimate of costs will be submitted for approval and is not included in the current cost.

The proposed cost for completing the tasks outlined above is not-to-exceed \$38,360.00. Table 1 below provides a breakdown of this cost by task and staff category. VNLC are not charging any project expenses such as vehicle mileage and lodging/meals. VNLC will bill actual project time, not to exceed the budgeted hours. VNLC budgeted for three rounds of field surveys covering the entire project site. VNLC may be able to reduce to two survey rounds or scale back the extent of the summer surveys depending on the bloom periods of target special-status species, site conditions, survey requirements of the BLM Special Status Plant Manual, and discussions with BLM staff. VNLC can make a final determination of the number of required survey rounds after project award and completion of Task 1. If only two survey rounds are required, the project cost would be reduced to not-to-exceed \$30,620.00. Field surveys will be conducted by teams composed of one senior and one staff botanist per team. VNLC assumes each team can survey 360 acres per day. Thus, three teams can survey the 2,167-acre project site in two days per survey round (2 survey days x 3 teams x 360/acres per team/day = 2,160 acres). Actual survey time will be billed though not to exceed the budgeted hours.

**No work billed under this agreement can occur after December  
31, 2025**

**Table 1. VNLC Project Cost, Forks of Butte RA Botanical Resource Surveys, Butte County, CA  
Prepared February 14, 2025 by Vollmar Natural Lands Consulting, Inc.**

<b>LABOR (hours)</b>		<b>Task 1</b>	<b>Task 2</b>	<b>Task 3</b>	<b>Task 4</b>	<b>TOTAL</b>
Project Manager/Senior Botanists		8	4	108	8	128
Staff Botanists		8	8	108	24	148
Senior GIS Analyst		12	4	8	8	32
Staff GIS Analyst		12	4	16	24	56
<b>TOTAL LABOR HOURS</b>		<b>40</b>	<b>20</b>	<b>240</b>	<b>64</b>	<b>364</b>
<b>LABOR (cost)</b>	<b>Rate/Hr.</b>	<b>Task 1</b>	<b>Task 2</b>	<b>Task 3</b>	<b>Task 4</b>	<b>TOTAL</b>
Project Manager/Senior Botanists	\$125	\$1,000	\$500	\$13,500	\$1,000	\$16,000
Staff Botanists	\$90	\$720	\$720	\$9,720	\$2,160	\$13,320
Senior GIS Analyst	\$125	\$1,500	\$500	\$1,000	\$1,000	\$4,000
Staff GIS Analyst	\$90	\$1,080	\$360	\$1,440	\$2,160	\$5,040
<b>TOTAL LABOR COST</b>		<b>\$4,300</b>	<b>\$2,080</b>	<b>\$25,660</b>	<b>\$6,320</b>	<b>\$38,360</b>
<b>OTHER DIRECT COSTS</b>		<b>Task 1</b>	<b>Task 2</b>	<b>Task 3</b>	<b>Task 4</b>	<b>TOTAL</b>
(None)		\$0	\$0	\$0	\$0	\$0
<b>TOTAL ODCs</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>TOTAL COST</b>		<b>\$4,300</b>	<b>\$2,080</b>	<b>\$25,660</b>	<b>\$6,320</b>	<b>\$38,360</b>

- Task 1: Conduct Rare Species Data Review
- Task 2: Develop Rare Species Target List
- Task 3: Conduct Seasonally-timed Floristic Surveys
- Task 4: Prepare Brief Survey Report

**END OF ATTACHMENT “B”**

**Table 1. VNLC Project Cost, Forks of Butte RA Botanical Resource Surveys, Butte County, CA  
Prepared February 14, 2025 by Vollmar Natural Lands Consulting, Inc.**

<b>LABOR (hours)</b>		<b>Task 1</b>	<b>Task 2</b>	<b>Task 3</b>	<b>Task 4</b>	<b>TOTAL</b>
Project Manager/Senior Botanists		8	4	108	8	128
Staff Botanists		8	8	108	24	148
Senior GIS Analyst		12	4	8	8	32
Staff GIS Analyst		12	4	16	24	56
<b>TOTAL LABOR HOURS</b>		<b>40</b>	<b>20</b>	<b>240</b>	<b>64</b>	<b>364</b>
<b>LABOR (cost)</b>	<b>Rate/Hr.</b>	<b>Task 1</b>	<b>Task 2</b>	<b>Task 3</b>	<b>Task 4</b>	<b>TOTAL</b>
Project Manager/Senior Botanists	\$125	\$1,000	\$500	\$13,500	\$1,000	\$16,000
Staff Botanists	\$90	\$720	\$720	\$9,720	\$2,160	\$13,320
Senior GIS Analyst	\$125	\$1,500	\$500	\$1,000	\$1,000	\$4,000
Staff GIS Analyst	\$90	\$1,080	\$360	\$1,440	\$2,160	\$5,040
<b>TOTAL LABOR COST</b>		<b>\$4,300</b>	<b>\$2,080</b>	<b>\$25,660</b>	<b>\$6,320</b>	<b>\$38,360</b>
<b>OTHER DIRECT COSTS</b>		<b>Task 1</b>	<b>Task 2</b>	<b>Task 3</b>	<b>Task 4</b>	<b>TOTAL</b>
(None)		\$0	\$0	\$0	\$0	\$0
<b>TOTAL ODCs</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>TOTAL COST</b>		<b>\$4,300</b>	<b>\$2,080</b>	<b>\$25,660</b>	<b>\$6,320</b>	<b>\$38,360</b>

Task 1: Conduct Rare Species Data Review

Task 2: Develop Rare Species Target List

Task 3: Conduct Seasonally-timed Floristic Surveys

Task 4: Prepare Brief Survey Report



## AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT ("Agreement") is made by and between the BUTTE COUNTY RESOURCE CONSERVATION DISTRICT ("BCRCD") and ALTA ARCHAEOLOGICAL CONSULTING LLC ("Consultant"). Consultant agrees to provide and BCRCD agrees to accept the services specified herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Designated Representative. Dave Lee, Chairman of the Board of BCRCD (530) 693-3173 is the representative of BCRCD and will administer this Agreement for and on behalf of BCRCD. Risa DeGeorgey is the representative for the consultant. Changes in designated representatives shall be made only after advance written notice to the other party.

2. Notices. Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

To BCRCD:                 Dave Lee  
                                  Chairman of the Board  
                                  Butte County Resource Conservation District  
                                  150 Chuck Yeager Way, Suite A, Oroville, California 95965  
                                  [bcrd@carcd.org](mailto:bcrd@carcd.org)

To Consultant:           Risa DeGeorgey  
                                  Alta Archaeological Consulting LLC  
                                  2681 Cleveland Avenue  
                                  Santa Rosa, CA 95403  
                                  [Risa@AltaAC.com](mailto:Risa@AltaAC.com)

or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

3. Scope of Services Consultant agrees to provide services to BCRCDC in accordance with Exhibit "A" attached hereto and made a part hereof by this reference.

4. Term. The term of this Agreement shall commence upon signing of both parties and shall continue in effect until December 31, 2025 or as officially extended.

5. Compensation Consultant may submit invoices monthly as long as progress is being displayed on the project. Each invoice shall include a brief description of work completed to date for those tasks that are being billed for in Exhibit A. In addition, each invoice shall also indicate the overall percent of work completed for all tasks specified in Exhibit A. Consultant shall be paid for performance under this Agreement in accordance with the terms of Exhibit "B" attached hereto and made a part hereof by this reference. Billing shall be by invoice, which shall include the contract number assigned by BCRCDC, and which shall be delivered to the address for BCRCDC shown in Section 2 above, following completion of the increments identified on Exhibit "B." If billing at an hourly rate, in addition to the invoice the Contractor shall provide timesheets that includes: date, hours spent, location, and task/ work accomplished. Unless otherwise specified in Exhibit "B" payment shall be net sixty (60) days from date RCD receives payment from RCD's client.

6. Independent Contractor. Consultant shall perform all of its services under this Agreement as an independent contractor and not as an employee of BCRCDC. Consultant understands and acknowledges that it shall not be entitled to any benefits of a BCRCDC employee,

including but not limited to vacation, sick leave, insurance, retirement, workers' compensation, or protection of tenure.

7. Standard of Performance. Consultant represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement, and will obtain all skills, expertise, and licenses/permits required at no expense to the BCRCDC. Accordingly, Consultant shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which BCRCDC is engaged. All products of whatsoever nature, which Consultant delivers to BCRCDC pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in profession. Consultant shall correct or revise any errors or omissions, at BCRCDC's request without additional compensation. Permits and/or licenses shall be obtained and maintained by Consultant at no additional cost to BCRCDC.

8. Taxes. BCRCDC shall not be responsible for paying any taxes on Consultants behalf, and should BCRCDC be required to do so by state, federal, or local taxing agencies, Consultant agrees to promptly reimburse BCRCDC for the full value of such paid taxes, plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation.

9. Conflict of Interest. Consultant covenants that he/she presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Consultant further covenants

that in the performance of this Agreement, no person having any such interest shall be employed by Consultant.

10. Responsibilities of BCRCD. BCRC D shall provide all information reasonably necessary for Consultant to perform the services required herein.

11. Ownership of Documents. Consultant and BCRC D agree to not release any data collected or any reports to the public which are deemed to contain confidential information under state or federal guidelines.

Consultant agrees to not release any materials under this section without prior approval from BCRC D.

12. Records, Audit, and Review. Consultant shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of Consultants profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. BCRC D shall have the right to audit and review all such documents and records at any time during regular business hours upon reasonable notice.

13. Indemnification and Insurance. Consultant shall agree to defend, indemnify, and hold harmless BCRC D and to procure and maintain insurance before starting the work, at its own cost and expense, and maintain during the progress of the work. Consultant is solely responsible for the payment of all premiums and deductibles. Insurance coverage of the type and limits will be maintained in the following amounts:

Coverage	Minimum Limits
Worker's Compensation	Statutory
Comprehensive or Commercial General Liability (Bodily Injury, Property Damage, Personal Injury and including independent contractors, contractual liability, product &	\$1,000,000 Per Occurrence \$2,000,000 General Aggregate

completed operations, underground explosion and collapse hazard, and pollution liability)	
Automobile Liability (owned, if any, non-owned, and hired), Bodily Injury, Property Damage	\$1,000,000

Consultant will provide a Certificate of Insurance naming Client as an Additional Insured.

14. . Nondiscrimination. Contractor shall comply with all Federal, State and local laws rules and regulations including, without limitation, and not limited to any nondiscrimination laws. Specifically, the contractor by executing this agreement stipulates and certifies that as an individual or as an entity, it complies in good faith as well as all actions with the following regulatory requirements at least but not limited to:

- a) Non-discrimination with regard to minority, women, and disabled veteran-owned business enterprises; hiring practices on the basis of race, color, or national origin, gender, handicaps or age.
- b) Environmental protection legislation and in particular regarding clean air and water, endangered species, handling of toxic substances and the public right to know.
- c) Drug Free Workplace, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act and Public Health Service Act
- d) National Labor Relations Board Public Contract Code 10296
- e) Domestic Partners – Public Contract Code 10295.3
- f) ADA 1990 42 USC 12101 et seq.

15. Nonexclusive Agreement. Consultant understands and agrees that this is not an exclusive Agreement and that BCRCDD shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by Consultant at BCRCDD's sole discretion.

16. Assignment. Consultant shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of the BCRCDD. Any attempts to so assign or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination of this Agreement.

17. Termination.

A. By BCRCDD. The BCRCDD may, by written notice to Consultant terminate this Agreement in whole or in part at any time, whether for BCRCDD's convenience or because of a failure of Consultant to fulfill the obligations herein. Upon receipt of notice, Consultant shall immediately discontinue all services (unless the notice directs otherwise) and deliver to BCRCDD all data, estimates, graphs, summaries, reports, electronic files, and all other records, documents, or papers as may have been accumulated or produced by Consultant in performing this Agreement, whether complete or in process.

(1) For convenience. The BCRCDD may terminate this Agreement upon thirty (30) days written notice. Following notice of such termination, Consultant shall promptly cease work and notify the BCRCDD as to the status of its performance.

Notwithstanding any other payment provision of this Agreement, the BCRCDD shall pay Consultant for service satisfactorily performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall Consultant be paid an amount in excess of the full price under this

Agreement nor for profit on unperformed portions of service. Consultant shall furnish to the BCRCDC such financial information as in the judgment of BCRCDC is necessary to determine the reasonable value of the services rendered by Consultant. In the event of a dispute as to the reasonable value of the services rendered by Consultant, the decision of the BCRCDC shall be final. The foregoing is cumulative and shall not affect any right or remedy which the BCRCDC may have in law or equity.

(2) For cause. Should Consultant default in the performance of this Agreement or materially breach any of its provisions, the BCRCDC may, at its sole discretion, terminate this Agreement by written notice, which shall be effective upon receipt by Consultant.

B. By Consultant. Should the BCRCDC fail to pay Consultant all or any part of the payment set forth in Exhibit "B," Consultant may, at its sole option, terminate this Agreement if such failure is not remedied by the BCRCDC within thirty (30) days of written notice to the BCRCDC of such late payment.

18. Section Headings. The headings used in this Agreement shall be for convenience only and shall not affect the meaning, construction, or interpretation of the contents of the individual sections.

19. Severability. If one or more of the provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

20. Remedies Not Exclusive. No remedy herein conferred upon or reserved to the BCRCDC is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity.

21. Time is of the Essence. Time is of the essence in this Agreement and each covenant and term is a condition herein.

22. No Waiver of Default. No delay or omission of the BCRCDC to exercise any right or power upon the occurrence of any event or default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein; and every power and remedy given by this Agreement to the BCRCDC shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of the BCRCDC.

23. Entire Agreement and Amendment. In conjunction with the matters considered herein, this Agreement and the accompanying exhibits contain the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties, or undertakings by any of the parties, either oral or written, of any character or nature whatsoever, hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreement, course of conduct, waiver, or estoppel.

24. Successors and Assigns. All representations, covenants, and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.



25. Compliance with Law. Consultant shall, at its sole cost and expense, comply with all County, State, and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. Including all associated requirements of the funding sources (See Exhibit C if applicable). The judgment of any court of competent jurisdiction, or the admission of Consultant in any action or proceeding against Consultant, whether the BCRCDC is a party thereto or not, that Consultant has violated any such ordinance or statute, shall be conclusive of that fact as between Consultant and the BCRCDC.

26. California Law. This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Butte, if in state court, or in the federal district court nearest to Butte County, if in federal court.

27. Execution in Counterparts. This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

28. Authority. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entities, persons, or firms, and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully met. Furthermore, by entering into this Agreement, Consultant hereby warrants that she shall not have breached the terms or conditions of any other contract or agreement to which Consultant is obligated, which breach would have a material effect hereon.

29. Precedence. In the event of a conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by the BCRCDD.

BUTTE COUNTY RESOURCE CONSERVATION DISTRICT ("BCRCDD")

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Dave Lee, Chairman of the Board, BCRCDD

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Risa DeGeorgey, Managing Member, Alta Archaeological Consulting, LLC

## EXHIBIT A

### Scope of Work

#### Project Description:

Vegetation conditions at the Forks of Butte Recreation Area have created unsafe fuel levels that increase the chances of high severity wildfire as well diminished the health of the forested landscape. By utilizing manual and mechanical fuels reduction, timber harvesting, and the use of low intensity prescribed fire, this project aims to protect public and private property, infrastructure, and natural and cultural resources within the Butte Creek Watershed and Butte County, while enhancing the ecological health and increasing the landscape's resilience while reinforcing recreational opportunities.

#### Project Vicinity and Location:

The project is approximately 2167 acres of BLM property within Butte Creek watershed. The vegetation type can be classified as Sierran Mixed Hardwood. The project includes seven Bureau of Land Management (BLM) parcels. All parcels are located in township 24 north, range 03 east, MDBM. The parcel numbers are 056-220-002-000, 056-220-004-000, 056-220-006-000, 056-220-012-000, 056-220-013-000, 056-220-014-000, and 056-220-016-000

#### Contractor Tasks:

Task 1. Prior to beginning any fieldwork on BLM lands and in accordance with BLM's policies and procedures detailed in the PAI, the contractor shall contact the BLM Redding Field Office Archaeologist to obtain further instructions and to request a BLM Redding Field Office Fieldwork Authorization.

Task 2. Conduct a background review consistent with Secretary of the Interior's standards. The review must include, at minimum, literature, archival, and map reviews, and a record's search with the Northeast Information Center to identify known cultural resources in the project area.

Task 3. Conduct an intensive pedestrian survey of the project's Area of Potential Effect (APE). The extent of the APE will be determined in coordination with the BLM archaeologist and will include all areas with potential to be directly or indirectly effected by the project.

Task 4. Submit a clean, edited draft report to the BLM archaeologist for review to insure conformance with standards, guidelines, regulations, and all stipulations of the PAI. The report must discuss what was done, how it was done, by whom, specifically where, and with what results, including maps, GPS data, an approved site form for each newly recorded archeological site, and the contractor's professional recommendations, as results require.

Task 5. Permittee shall submit a final report to the BLM archaeologist not later than 180 days after completion of fieldwork. In accordance with the PAI, the confidential final report, geospatial data and any associated data will be submitted directly and exclusively to the

BLM Redding Field Office archaeologist. Upon acceptance of the report the BLM will notify the BCRCO project manager of the contractor's successful completion of this deliverable.

Task 6. Provide the BLM archaeologist with sensitivity recommendations for all sites within the project area. Recommendations should consider the site's vulnerability to potential project impacts from tracked masticators, hand work, chipping and pile burning activities, and prescribed broadcast burning, and identify those areas that should be avoided by the various activities.

Task 7. Work with BLM archaeologist and the NEPA project manager to incorporate the integrated design features or mitigations (as appropriate) into the revised project description or the NEPA document (as appropriate) to ensure implementation specifications adequately and clearly reflect the design features or mitigations.

Task 8. Develop a mitigation, monitoring, and reporting plan (MMRP) in coordination with the BLM archaeologist and project manager, if needed (i.e., in the event MND or EIR is required). The BLM archaeologist will submit all final plans to the BCRCO and NEPA coordinator.

Task 9. Project Management, Coordination, and Reporting. Consultant will coordinate with the BLM archaeologist for all matters related specifically to the cultural resources, including all reporting and cultural resources locational information. All project management, contracting matters, and coordination that do not involve sensitive cultural resources information will be coordinated with BCRCO staff.

The permittee agrees to keep the specific location of sensitive cultural resources confidential.

#### Deliverables (NEPA)

- Participation in project launch meeting
- Confidential Archaeological Inventory Report, geospatial data, and associated data delivered directly and exclusively to the BLM archaeologist in accordance with the PAI.
- Develop a mitigation, monitoring and reporting plan (if needed) and list of integrated design features (if needed) in coordination with the BLM archaeologist and project manager.
- Invoices

In accordance with the PAI, the confidential final report, geospatial data and any associated data will be submitted directly and exclusively to the BLM Redding Field Office archaeologist.

#### **END OF EXHIBIT A**

## **EXHIBIT B**

### **PAYMENT**

Payment for services rendered will be issued in the amount of and not to exceed as follows:

Alta Archaeological Consulting LLC – Forks of Butte Recreation Area Cultural Survey \$75,783

Mileage will be paid based on the current IRS rate of \$0.70 per mile

Lodging and meals will be paid at the standard federal rate for California. The standard federal per diem rate for lodging in California is \$110 per day, excluding taxes. The standard rate for meals and incidentals (M&IE) is \$68 per day, except for the first and last days of travel, which are \$51.

**The budget to complete the Forks of Butte Recreation Area study is \$75,783. Total Contract Value is not to exceed \$75,783. Table 1 provides a cost estimate breakdown.**

Any additional work, not budgeted for above will be considered separately and an estimate of costs will be submitted for approval and is not included in the current cost.

This budget (presented below in Table 1) assumes that a 4-person crew will complete the field survey in 11 8-hour days, including travel to and from the project location; 6 cultural resources will be identified within the APE that require formal documentation; and one round of minor report revisions will be requested. The cost of documenting additional cultural resources will be completed at a rate of \$1,000 per occurrence. The cost of documenting architectural resources, site evaluations, additional site visits, or extensive project changes resulting in multiple report revisions will be billed at a time and materials basis and covered under an augmented agreement. ALTA is not responsible for coordination with Native American tribes.

Table 1. Cost Estimate Breakdown\*

COST ITEM	Rates	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7	Task 8	Task 9	Subtotal Cost
		BLM Field work Authorization	Background Review	Pedestrian Survey	Draft Report	Final Report	Sensitivity Recommendation	NEPA Design Features	CEQA MMRP	Project Management & Meetings	
<b>Labor Costs</b>											
Risa DeGeorgey, Managing Member	\$217.07	1								6	\$1,519.49
Alex DeGeorgey, Principal Investigator	\$217.07	8	3	16	4	3	6	3	4	10	\$12,372.99
Dave Nicholson, GIS Department Lead	\$122.10	1	10		8	6					\$3,052.50
Melanie Radtkey, Principal Investigator	\$162.80	2			2					10	\$2,279.20
Kyle Palazzolo, Field Director	\$100.53		12	88	40	25	10	20	25		\$22,116.60
Aiden Murphy, Archaeologist	\$100.53			88	20	10	4				\$12,264.66
Chris Beckham, Archaeologist	\$98.19			88	20	10	4				\$11,979.18
Archaeologist TBD	\$98.19			88							\$8,640.72
<b>Total Labor Hours by Task</b>		<b>12</b>	<b>25</b>	<b>368</b>	<b>94</b>	<b>54</b>	<b>24</b>	<b>23</b>	<b>29</b>	<b>26</b>	<b>655</b>
<b>Total Labor Cost by Task</b>		<b>\$2,401.33</b>	<b>\$3,078.57</b>	<b>\$38,447.84</b>	<b>\$10,166.28</b>	<b>\$5,884.26</b>	<b>\$3,102.60</b>	<b>\$2,661.81</b>	<b>\$3,381.53</b>	<b>\$5,101.12</b>	<b>\$74,225</b>
<b>Other Direct Costs (ODCs)</b>											
NEIC Records Search	\$150.00		4								\$600.00
Mileage	\$0.70			1,000							\$700.00
Lodging	\$110.00			1							\$110.00
Per Diem	\$68.00			1							\$68.00
<b>Subtotal ODCs</b>			<b>\$600.00</b>	<b>\$878.00</b>							<b>\$1,478</b>
ODC Markup per Schedule of Fees/Charges	5%		\$30	\$50							\$80
<b>Total ODCs</b>			<b>\$630</b>	<b>\$928</b>							<b>\$1,558</b>
<b>TOTAL BY TASK</b>		<b>\$2,401.33</b>	<b>\$3,708.57</b>	<b>\$39,375.94</b>	<b>\$10,166.28</b>	<b>\$5,884.26</b>	<b>\$3,102.60</b>	<b>\$2,661.81</b>	<b>\$3,381.53</b>	<b>\$5,101.12</b>	<b>\$75,783</b>

\*This scope of work and cost estimate is valid for a period of 60 days from the date provided.

END OF ATTACHMENT “B”



**Concow Pyrodiversity Project  
Reforestation  
Butte County, California  
Contract Agreement**

THIS AGREEMENT, entered into as of Thursday, February 20th, 2025, is between the Butte County Resource Conservation District, a public entity, organized and existing pursuant to the laws of the State of California (hereinafter called the "BCRCD") and Escareno Reforestation, Inc. (hereinafter called the "Contractor"), WHEREAS, the Contractor has been awarded the contract for the work hereafter mentioned:

“Concow Pyrodiversity Project - Reforestation”

WITNESSETH: That the parties hereto mutually agree to the terms and conditions hereinafter set forth.

**I. CONTRACT DOCUMENTS**

The Items hereinafter enumerated as the Contract Documents shall form a part of this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. Work called for in any one Contract Document and not mentioned in another is to be performed and executed the same as if mentioned in all Contract Documents, the table of contents, titles, and headings contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect or limit the interpretations of the provisions to which they refer.

The "Contract Documents", sometimes also referred to as the Contract, consist of the completed estimate submitted by the Contractor to whom the Contract is awarded, the Scope of Work, and the updated Project Specifications (attached as Attachment A) insofar as they relate to events which will occur or actions to be taken after the submission of the Proposal.

**II. DEFINITIONS**

Unless otherwise specifically provided herein, all words and phrases defined in the Scope or Work shall have the same meaning and intent in this Agreement.

**III. SCOPE OF THE CONTRACT**

The Contractor shall perform, within the time stipulated, the Contract as herein defined, and shall furnish all labor, tools, equipment, apparatus, facilities, labor and material and transportation necessary to perform and complete in a good workmanlike manner to the satisfaction of the BCRCD, all the work called for, and in the manner designated in, and in strict conformity with, the Contract Documents entitled: “Concow Pyrodiversity Project - Reforestation”.

**IV. CONTRACT PRICE**

The BCRCD agrees to pay, and the Contractor agrees to accept, in full payment for the work included in Exhibit A the total sum of **\$3,266 for the completion of all work. Payment is not to exceed the total of \$3,266, see Exhibit B.**

**(Amount in words) Three Thousand Two Hundred Sixty Six for the completion of all work and not to exceed a total of Three Thousand Two Hundred Sixty Six dollars.**

## V. CONTRACT TIME, COMPLETION, AND CHANGES'

### A. Notice to Proceed

An additional Notice to Proceed will be provided after approval from the BCRC D Board of Directors. Work may commence at a mutually agreed upon date after the Notice to Proceed is issued. The Contractor shall have no claim against the BCRC D, or its officers, employees, agents, consultants, project manager or engineer because of failure to issue the signed agreement.

### B. Commencement and Prosecution of Work

The Contractor shall commence the work after the date specified in the written "Notice to Proceed," and will diligently prosecute the work to final completion. Said Notice to Proceed shall be issued following execution of the Agreement, the filing by the Contractor of the required bonds and proof of insurance. The continuous prosecution of work by the Contractor shall be subject only to delays as defined in this section of this Agreement.

### C. Time of Completion

After given Notice to Proceed the entire work shall be brought to substantial completion in the manner provided for in the Contract Documents. Project work is to be performed during the working days and completed by: April 11<sup>th</sup>, 2025. The working days from and through the date of, shall be hereinafter called the "Estimated Completion Date" unless extensions of time are granted in accordance with the Contract Documents. Time is and shall be of the essence of each and every obligation in these Contract Documents. The entire project must be completed by April 11<sup>th</sup>, 2025, unless an extension of time is agreed upon by all parties.

### D. Changes in the Work

Changes in the work made and extensions of time of completion made necessary by reason thereof shall not in any way release any guarantee given by the Contractor, or the contract let hereunder, nor shall such changes in the work relieve or release the Sureties on bonds executed pursuant to the said provisions. The Sureties, in executing such bonds, shall be deemed to have expressly agreed to any such change in the work and to any extension of time made by reason thereof. The BCRC D agrees that no changes in the work shall be ordered which will necessitate an extension of the substantial completion time beyond the fixed completion date. 1

### E. Extensions of Time

In the event it is deemed necessary by the BCRC D to extend the time of substantial completion of the work to be done under this contract beyond any required dates of completion herein specified, such extensions shall in no way release any guarantee given by the Contractor pursuant to the provisions of the Contract Documents, or the contract let hereunder, nor shall such extension of time relieve or release the sureties on the bonds executed pursuant to said provisions. The sureties in executing such bonds shall be deemed to have expressly agreed to any such extension of time. The amount of time allowed in any Extension of Time shall be limited to the period of the delay-giving rise to the same as determined by the BCRC D.

## VI. NOTICE OF DELAY

The Contractor shall promptly notify the BCRC D in writing of any anticipated delay in the prosecution of the work, and, in any event, promptly upon the occurrence of a delay. Said notice



shall constitute an application for an extension of contract time only if it is reviewed and approved by the BCRCB Board of Directors. Failure by the Contractor to make a timely request will result in a waiver of the right to such an extension. The BCRCB may take steps to prevent the occurrence of continuance of the delay and/or may determine to what extent the completion of the work is delayed thereby.

VII. NO WAIVER OF RIGHTS

Neither the inspection by the BCRCB or its agents, nor any order or certificate for the payment of money, nor any payment for, nor acceptance of the whole or any part of the work by the BCRCB, nor any extensions of time, nor any position taken by the BCRCB or its agents shall operate as a waiver of any provision of this Contract, or of any power herein reserved to the BCRCB or any right to damage herein provided, nor shall any waiver of any breach of this Contract be held to be a

waiver of any other or subsequent breach. All remedies provided in this Contract shall be taken and construed as cumulative, that is in addition to each and every other remedy herein provided; and the BCRCB shall have any and all equitable and legal remedies which it would in any case have.

VIII. AGREEMENT CONTROLS

In the event of a conflict between the Contract Documents, the conflict shall be resolved by giving precedence in the following order: (1) This Agreement Form; (2) the attached Scope or worktext (Exhibit A);

IX. OTHER SPECIAL CONDITIONS None.

X. CONTRACT AGREEMENT CERTIFICATION

BCRCB:

Signature: \_\_\_\_\_ Dated: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: Bute County RCD Chairman of Board of Directors

Contractor:

Signature: \_\_\_\_\_ Dated: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

## EXHIBIT A

### SCOPE OF WORK

Concow Pyrodiversity Project - Reforestation

#### Project Description:

Establish/re-establish forested cover, via the artificial planting of ponderosa pine (PP) seedlings.

Approximately 4,000 trees are available to be planted. Site prep has been completed, utilizing manual methods such as lop and scatter and pile burning. Brush regrowth is present within the unit and planting sites will need to be chosen accordingly, thus resulting in the 50% spacing variance. Best planting practices should be utilized given the landscape. Plant on a 16' x 16' spacing, with allowable spacing variance of 50%. Do not overplant. 16' x 16' spacing is to include regenerating oaks and select other hardwoods. It is acceptable to use existing regenerated hardwoods as part of the spacing allowance. This should result in 170 TPA counting oaks and ponderosa combined. Utilize microsites (stumps and downed, large nurse logs, artificial shade) to assist in the protection of seedlings from trampling/herbivory and to minimize desiccation. Container-stock one-year ponderosa pine will be utilized. It is recommended that bidders conduct an in-person visit to the planting location on their own time prior to bidding.

#### Project Vicinity and Location:

The project is located on the Plumas National Forest, Feather Ranger District, Oroville, CA. It is located 25 miles north-east of Oroville and north of the Concow Community. To access the project site, take CA-70 east from Oroville to the intersection of Hwy 70 and Concow Rd. Follow Concow Rd. to 39.809157 N, -121.482523 W to the intersection of Rim Rd, approximately 11 miles. (see Exhibit A: Project Maps). Planting area is accessible by road.

#### Contractor Tasks:

Contractor is expected to follow the project specifications, site plans, permit requirements, and all state, federal, and county laws and standards for this project. See project specifications below.

Task	Description	Units and Acres
Planting	Units already contain oaks and other select hardwoods, which count as planted trees. Plant first-year plug conifer seedlings on a 16' x 16' spacing w/allowable spacing variance of 50%. Do not overplant. Existing hardwood trees (i.e. oaks) will be included in the spacing, and Contractor shall space 16' off hardwoods in the unit. This should result in 170 TPA counting oaks and ponderosa combined.	23 acres; 4,000 trees

### Project Design Features

**Other conditions and rules:** Use appropriate planting techniques to ensure proper root development and minimize transplant shock. Seedlings will be planted to minimize J-rooting, air pockets, debris in planting holes, or other such occurrences detrimental to seedling health and success. Follow recommended spacing guidelines in the project specifications to optimize growth and resource utilization, as well as handling seedlings carefully to avoid damaging roots or foliage. Keep roots moist and protected from drying out during transportation and planting.

Contractor must have an English-speaking, non-working foreman with the crew at all times to ensure adherence to planting specifications.

**Invasive weed management:** Clean all off-road equipment entering the project area if it may be coming from areas infested with nonnative invasive plants (NNIP). To the greatest extent feasible keep all equipment, vehicles, and supplies out of areas of known NNIP infestations, including any NNIP infestations along access routes and new infestations that may be discovered during project implementation. NNIP infestations may sometimes be flagged with bright orange “noxious weed” flagging. Any equipment, vehicles, and supplies that do come in contact with NNIP infestations (plants or the ground close to them) during project implementation should be thoroughly cleaned of dirt, mud, and plant debris before entering any un-infested project area. Protect land survey signs and monuments, even if burned, or laying on the ground.

## **EXHIBIT B**

## **PAYMENT**

**Payment for services rendered will be issued in the amount and not to exceed as follows:  
Escareno Reforestation – Concow Pyrodiversity Project – Reforestation - \$3,266 total.**

**All work completed before April 11th, 2025.**

**The contractor will not be paid for acres that are left untreated.**






**Final invoice shall be submitted within 90 days of completion of work.**

**Any additional work not budgeted for above will be considered separately and an estimate of costs will be submitted for approval and is not included in the current cost.**

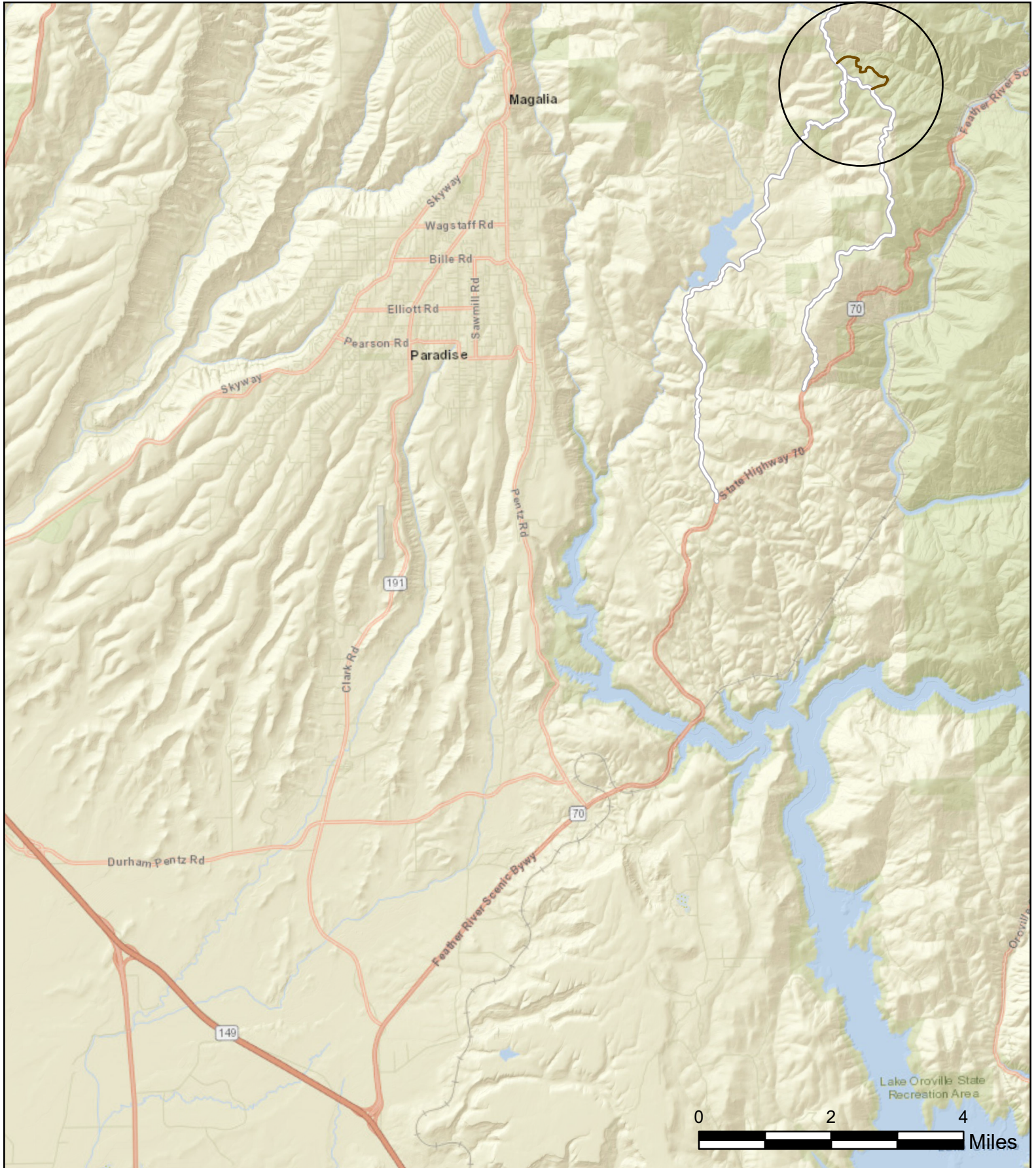
**END OF EXHIBIT “B”**



**Concow Pyrodiversity Project - Reforestation**  
Butte County Resource Conservation District

-  Planting Areas
-  Unit Boundary; Walking Access
-  Staging Areas
-  25ft Contours
-  Major Roads





Concow Pyrodiversity Project - Reforestation  
Butte County Resource Conservation District



**State of California  
Sierra Nevada Conservancy – GRANT AGREEMENT AMENDMENT**

<b>GRANTEE NAME:</b>	<b>Butte County Resource Conservation District</b>
<b>GRANT TITLE:</b>	<b>Concow Resilience Project: Implementation</b>
<b>AUTHORITY:</b>	<b>California Budget Act of 2020 (SB 85 (2021), Section 16)</b>
<b>PROGRAM:</b>	<b>Immediate Action Wildfire and Forest Resilience</b>
<b>AGREEMENT NUMBER:</b>	<b>1312</b>
<b>AMENDMENT NUMBER:</b>	<b>3</b>
<b>AWARD DATE:</b>	<b>07/15/2021</b>

The parties to the above-referenced Grant Agreement hereby agree to the following amendments:

1. This Grant Agreement Section J. Advances of Grant Funds (pages 8-9 of the Grant Agreement) is hereby replaced in its entirety with the attached Grant Agreement Section J. Advances of Grant Funds.
  
2. The Grant Agreement Exhibit A is hereby replaced in its entirety with the attached amended Exhibit A, which has been revised as outlined below:
  - a. Project Reporting Requirements is revised to reflect SNC’s updated reporting requirements, and the Vegetation Treatment & Activity Tracking section was updated.
  
3. All other terms and conditions of the Grant Agreement remain the same.

<b>GRANTEE BUTTE COUNTY RESOURCE CONSERVATION DISTRICT</b>	<b>STATE OF CALIFORNIA SIERRA NEVADA CONSERVANCY</b>
By:	By:
Name (Print):	Name (Print):
Title:	Title:
Date:	Date:

## 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. SNC may, in its sole discretion pay Grantee more than three (3) advance payments of Grant Funds.
2. No advance payment will exceed an amount equal to 30 percent of the total Grant Funds awarded by this Agreement. SNC will not provide a subsequent advance unless Grantee can demonstrate that it has expended or will soon expend the entire amount of the prior advance(s).
3. SNC will only consider a request for advanced Grant 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. SNC will only advance up to 90 percent of the total SNC Grant Funds awarded. After providing the 90 percent of Grant Funds available to advance, SNC will not disburse any additional Grant Funds until Grantee has completed the Project and complied with Section K. Project Completion. SNC may, in its sole discretion, waive the 10 percent retention.
7. Within 30 days after completion of the Project or the Payment Request for Final Expenditures, Final Report, and Deliverables Date, whichever is sooner, Grantee shall return to SNC any advanced Grant Funds plus any interest earned that has not been expended.



Sierra Nevada Conservancy  
Immediate Action Wildfire and Forest Resilience  
Grant Program

**EXHIBIT A**

**Grantee:** Butte County Resource Conservation District

**Project Title:** Concow Resilience Project: Implementation

**Agreement Number:** 1312.3

**Funding Authority:** California Budget Act of 2020 (SB 85 (2021), Section 16)

**PROJECT SCOPE / DESCRIPTION**

The Concow Resilience Project is in the Wildland Urban Interface of Butte County where dense conifer forest burned at high severity in the 2018 Camp Fire, resulting in almost 100 percent forest loss. The project is located on United States Forest Service (USFS) lands that surround the rural community of Concow, 25 miles north of Oroville. The Butte County Resource Conservation District's (BCRCD) project will restore at least 442 acres of severely burned Sierra foothill forestland using methods that will make future fire behavior less severe and result in a climate-resilient, carbon-stable woodland.

Project collaborators will actively manage the project area toward open, oak-dominated woodlands, conditions that are drought and fire resilient and consistent with the pre-contact landscape. The full project consists of nineteen units arranged across the landscape to create a resilient mosaic and tie into existing fuel reduction and prescribed fire projects. The project consists of the following treatments: site prep and oak-pine savannah planting (68 acres), and oak release on 374 acres. To complement this effort, non-SNC funds will be used for assisted migration experimental plots (50 acres – funded separately through Pacific Southwest Research Station (PSWRS), and founder stand pyrosilviculture (approximately 292 acres). The goals of the project are: 1) to break up unnaturally large patches of continuous brush, prevent large-scale type conversion from forestland to brushland, and instead create an open, hardwood dominated woodland adapted to the anticipated future climate; 2) plant small numbers of the most drought- and climate-resilient native conifers (e.g., ponderosa pines); 3) pilot the feasibility of “assisted migration” by planting experimental plots of native tree seeds sourced from hotter and drier subregions of California (funded by PSWRS); 4) plant native grasses as needed to develop a fuel type/vegetation community consistent with maintenance via low-intensity fire; and 5) solicit and incorporate traditional ecological knowledge during project implementation. The project is part of the Upper Feather River

Integrated Regional Water Management Plan and is philosophically and biologically linked to BCRCD’s and partners’ post-Camp Fire strategy of climate-resilient reforestation.

The SNC Strategic Plan recognizes that climate change “will require innovative, science-based approaches to address changes in plant and animal communities,” a challenge this project tackles by implementing assisted migration to restore severely burned forests so they are more climate-resilient in a warmer and drier future. The project supports California’s Wildfire and Forest Resilience Action Plan goal of increasing the pace and scale of forest health treatments by allowing a local Resource Conservation District, using a shared stewardship agreement, to treat federal acres which may otherwise burn repeatedly and remain brushfields. Additionally, Konkow Valley Cultural Preservation LLC’s monitoring of cultural botanical resources will improve opportunities for future cultural fire and cultural gathering in the restored woodland. Most of the project area drains to Lake Concow, the source of drinking water for the 10,000 people served by the Thermalito Water and Sewer District, and all of the project area drains to Lake Oroville, the source of drinking and irrigation water for 23,000,000 Californians as part of the State Water Project.

**PROJECT TASKS AND TIMELINE**

<b>Detailed Project Tasks</b>	<b>Approximate Project Timeline</b>	<b>Budget Category</b>
Task 1: Six-Month Progress Reports	February 1, 2022 August 1, 2022 February 1, 2023 August 1, 2023 February 1, 2024 August 1, 2024 February 1, 2025 August 1, 2025 February 1, 2026 August 1, 2026 February 1, 2027 August 1, 2027 January 1, 2028	A
Task 2: Project Signage 2.1: Draft sign design 2.2: Submit to SNC for review 2.3: Install sign(s)	Before Project Completion	A, B
Task 3: Site prep	September 2021-March 2022	A, B
Task 4: Planting (multiple entries)	March 2022-December 2027	A, B

Detailed Project Tasks	Approximate Project Timeline	Budget Category
Task 5: Oak release and improvement (multiple entries)	June 2022-December 2027	A, B
Task 6: Cultural monitoring – watershed resilience through culturally significant botanical indicators	September 2021-December 2027	C
<b>Anticipated Completion Date*</b>	<b>January 1, 2028</b>	
<b>Request for Payment of Final Expenditures</b>	<b>60 days from Project Completion or no later than the Key Deadline: Payment Request for Final Expenditures identified on page 1 of the Agreement</b>	
<b>Final Report</b>		
<b>Performance Measures Report</b>		

\*This is the date, based on Grantee’s anticipated timeline, by which 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.

**PROJECT BUDGET**

Project Budget Categories	SNC Funding
A) Project Management, Forester, Assistant	\$107,375
B) Implementation (site prep, mastication, planting, oak release, hand cutting, native grasses, etc.) and Signage	\$1,588,805
C) Cultural Monitoring	\$154,130
D) Administrative Costs	\$277,547
<b>TOTAL</b>	<b>\$2,127,857</b>

**PROJECT DELIVERABLES\*\***

Deliverable	Format	Date Due
Reports: every 6 months	SNC Report Forms	February 1, 2022, then every 6 months until Project Completion
Project Signage	Picture / Location Map	As completed
Site prep for restoration planting on 68 acres	GIS files, photos with captions, jpeg photo file. In digital formats.	As completed
Planting 68 acres with oak-pine savannah and manual shrub control and oak release	GIS files showing treatment acres, photos with captions, jpeg	As completed

on these 68 acres. (multiple entries)	photo file. In digital formats.	
Oak release and improvement on 374 additional acres (multiple entries) including mastication, handcut-piling, selective chemical control, bunchgrass planting	GIS files showing treatment acres, photos with captions, jpeg photo file. In digital formats.	As completed
Tribal monitoring	Reports or other monitoring documents in digital format	As completed
<b>Request for Payment of Final Expenditures</b>	<b>SNC Request for Payment Form</b>	<b>60 days from Project Completion or no later than the <i>Key Deadline: Payment Request for Final Expenditures</i> identified on page 1 of the Agreement</b>
<b>Final Report &amp; Performance Measures Report</b>	<b>SNC Final Report Form</b>	

\*\* 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 and may cover fewer than six months.

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

**Vegetation Treatment & Activity Tracking in Progress and Final Reports**

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

Treatment 1 Objective(s):

Primary	Secondary (if applicable)	Tertiary (if applicable)
Site Preparation for Planting	Reforestation	Climate Adaptation

Activity	Start Date (anticipated)	End Date (anticipated)	Acres Planned	Vegetation Type
Oak Woodland Management	1/4/2022	7/8/2023	394	Forest
Tree Planting	1/14/2022	1/15/2023	68	Forest
Site Preparation	11/28/2021	1/8/2022	68	Forest
Herbicide Application	6/25/2022	6/14/2023	209	Forest

Geospatial Files at Project Initiation and for the Final Report

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

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

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

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

**Performance Measures Reporting**

Performance Measures are used to track progress toward Project goals and desired outcomes. They provide a means of reliably measuring and reporting the outcomes and

effectiveness of a Project and how it contributes to the SNC's achievement of its programmatic goals. Additional information, including details on specific Performance Measures, can be found on the SNC website.

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

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

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

5. Acres of Land Improved or Restored:  
The purpose of this Performance Measure 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.

Sierra Nevada Conservancy  
Immediate Action Wildfire and Forest Resilience  
Grant Program

**EXHIBIT A**

**Grantee:** Butte County Resource Conservation District

**Project Title:** Concow Resilience Project: Implementation

**Agreement Number:** 1312.~~32~~

**Funding Authority:** California Budget Act of 2020 (SB 85 (2021), Section 16)

**PROJECT SCOPE / DESCRIPTION**

The Concow Resilience Project is in the Wildland Urban Interface of Butte County where dense conifer forest burned at high severity in the 2018 Camp Fire, resulting in almost 100 percent forest loss. The project is located on United States Forest Service (USFS) lands that surround the rural community of Concow, 25 miles north of Oroville. The Butte County Resource Conservation District's (BCRCD) project will restore at least 442 acres of severely burned Sierra foothill forestland using methods that will make future fire behavior less severe and result in a climate-resilient, carbon-stable woodland.

Project collaborators will actively manage the project area toward open, oak-dominated woodlands, conditions that are drought and fire resilient and consistent with the pre-contact landscape. The full project consists of nineteen units arranged across the landscape to create a resilient mosaic and tie into existing fuel reduction and prescribed fire projects. The project consists of the following treatments: site prep and oak-pine savannah planting (68 acres), and oak release on 374 acres. To complement this effort, non-SNC funds will be used for assisted migration experimental plots (50 acres – funded separately through Pacific Southwest Research Station (PSWRS), and founder stand pyrosilviculture (approximately 292 acres). The goals of the project are: 1) to break up unnaturally large patches of continuous brush, prevent large-scale type conversion from forestland to brushland, and instead create an open, hardwood dominated woodland adapted to the anticipated future climate; 2) plant small numbers of the most drought- and climate-resilient native conifers (e.g., ponderosa pines); 3) pilot the feasibility of “assisted migration” by planting experimental plots of native tree seeds sourced from hotter and drier subregions of California (funded by PSWRS); 4) plant native grasses as needed to develop a fuel type/vegetation community consistent with maintenance via low-intensity fire; and 5) solicit and incorporate traditional ecological knowledge during project implementation. The project is part of the Upper Feather River

Integrated Regional Water Management Plan and is philosophically and biologically linked to BCRCD’s and partners’ post-Camp Fire strategy of climate-resilient reforestation.

The SNC Strategic Plan recognizes that climate change “will require innovative, science-based approaches to address changes in plant and animal communities,” a challenge this project tackles by implementing assisted migration to restore severely burned forests so they are more climate-resilient in a warmer and drier future. The project supports California’s Wildfire and Forest Resilience Action Plan goal of increasing the pace and scale of forest health treatments by allowing a local Resource Conservation District, using a shared stewardship agreement, to treat federal acres which may otherwise burn repeatedly and remain brushfields. Additionally, Konkow Valley Cultural Preservation LLC’s monitoring of cultural botanical resources will improve opportunities for future cultural fire and cultural gathering in the restored woodland. Most of the project area drains to Lake Concow, the source of drinking water for the 10,000 people served by the Thermalito Water and Sewer District, and all of the project area drains to Lake Oroville, the source of drinking and irrigation water for 23,000,000 Californians as part of the State Water Project.

**PROJECT TASKS AND TIMELINE**

<b>Detailed Project Tasks</b>	<b>Approximate Project Timeline</b>	<b>Budget Category</b>
Task 1: Six-Month Progress Reports	February 1, 2022 August 1, 2022 February 1, 2023 August 1, 2023 February 1, 2024 August 1, 2024 February 1, 2025 August 1, 2025 February 1, 2026 August 1, 2026 February 1, 2027 August 1, 2027 January 1, 2028	A
Task 2: Project Signage 2.1: Draft sign design 2.2: Submit to SNC for review 2.3: Install sign(s)	Before Project Completion	A, B
Task 3: Site prep	September 2021-March 2022	A, B
Task 4: Planting (multiple entries)	March 2022-December 2027	A, B



Detailed Project Tasks	Approximate Project Timeline	Budget Category
Task 5: Oak release and improvement (multiple entries)	June 2022-December 2027	A, B
Task 6: Cultural monitoring – watershed resilience through culturally significant botanical indicators	September 2021-December 2027	C
<b>Anticipated Completion Date*</b>	<b>January 1, 2028</b>	
<b>Request for Payment of Final Expenditures</b>	<b>60 days from Project Completion or no later than the Key Deadline: Payment Request for Final Expenditures identified on page 1 of the Agreement</b>	
<b>Final Report</b>		
<b>Performance Measures Report</b>		

\*This is the date, based on Grantee’s anticipated timeline, by which 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.

**PROJECT BUDGET**

Project Budget Categories	SNC Funding
A) Project Management, Forester, Assistant	\$107,375
B) Implementation (site prep, mastication, planting, oak release, hand cutting, native grasses, etc.) and Signage	\$1,588,805
C) Cultural Monitoring	\$154,130
D) Administrative Costs	\$277,547
<b>TOTAL</b>	<b>\$2,127,857</b>

**PROJECT DELIVERABLES\*\***

Deliverable	Format	Date Due
Reports: every 6 months	SNC Report Forms	February 1, 2022, then every 6 months until Project Completion
Project Signage	Picture / Location Map	As completed
Site prep for restoration planting on 68 acres	GIS files, photos with captions, jpeg photo file. In digital formats.	As completed
Planting 68 acres with oak-pine savannah and manual shrub control and oak release	GIS files showing treatment acres, photos with captions, jpeg	As completed

on these 68 acres. (multiple entries)	photo file. In digital formats.	
Oak release and improvement on 374 additional acres (multiple entries) including mastication, handcut-piling, selective chemical control, bunchgrass planting	GIS files showing treatment acres, photos with captions, jpeg photo file. In digital formats.	As completed
Tribal monitoring	Reports or other monitoring documents in digital format	As completed
<b>Request for Payment of Final Expenditures</b>	<b>SNC Request for Payment Form</b>	<b>60 days from Project Completion or no later than the <i>Key Deadline: Payment Request for Final Expenditures</i> identified on page 1 of the Agreement</b>
<b>Final Report &amp; Performance Measures Report</b>	<b>SNC Final Report Form</b>	

\*\* 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 and may cover fewer than six months.

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

**Vegetation Treatment & Activity Tracking in Progress and Final Reports**

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

Treatment 1 Objective(s):

Primary	Secondary (if applicable)	Tertiary (if applicable)
Site Preparation for Planting	Reforestation	Climate Adaptation

Activity	Start Date (anticipated)	End Date (anticipated)	Acres Planned	Vegetation Type
Oak Woodland Management	1/4/2022	7/8/2023	394	Forest
Tree Planting	1/14/2022	1/15/2023	68	Forest
Site Preparation	11/28/2021	1/8/2022	68	Forest
Herbicide Application	6/25/2022	6/14/2023	209	Forest
Pile Burning	4/2/2024	Select date.	248	Forest

*Geospatial Files at Project Initiation and for the Final Report*

If there is land conservation, forest health treatments, or other on-the-ground work to be implemented under the grant, or environmental compliance to be completed for a specific project area, geospatial files of the work as completed must be submitted ~~with the final report.~~ ~~SNC will provide assistance in the development of geospatial files if needed.;~~ ~~contact the SNC Project Lead to request assistance within 60 days of execution of the Grant Agreement and geospatial files of the work completed must be submitted with the final report.~~

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

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

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

## Performance Measures Reporting

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

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

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

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

5. Acres of Land Improved or Restored:  
The purpose of this Performance Measure 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.

## 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. SNC may, in its sole discretion pay Grantee more than three (3) advance payments of Grant Funds.

2. No advance payment will exceed an amount equal to 30 percent of the total Grant Funds awarded by this Agreement. SNC will not provide a subsequent advance unless Grantee can demonstrate that it has expended or will soon expend the entire amount of the prior advance(s). ~~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 advanced Grant 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 Grant 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 Grant 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.~~

6. SNC will use the following process for purposes of providing a 10 percent retention for advanced funds. SNC will only advance up to 90 percent of the total SNC Grant Funds awarded. After providing the 90 percent of Grant Funds available to advance, SNC will not disburse any additional Grant Funds until Grantee has completed the

Project and complied with Section K. Project Completion. SNC may, in its sole discretion, waive the 10 percent retention.

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

**Butte County Resource Conservation District**  
**Active Project Updates**  
February 20, 2025



**Park Fire Recovery Updated February 2025**

- Over 1,600 process-based restoration structures have been built in Big Chico Creek Canyon to date. Also, about 170 acres of dead trees were felled and converted into effective ground cover prior to the rains.
- Faith Churchill presented on behalf of the RCD (and all the PBRs in the Park partners) at the BCFSC Wildfire Safety Summit
- **Ecological priorities are:** 1) process-based restoration (PBR) structures (leaky rock weirs, beaver dam analogues, etc) on tributaries; 2) contour felling of dead trees to retain soil; 3) chipping and slashpacking of excess snags on vulnerable soils.
- The implementation committee/incident management team has continued on-going weekly meetings.
- Partners will assess outcomes over the next 2 months and create an inventory of Phase 2 work by the end of January. A technical advisory committee will reconvene in the canyon 1/23 to help land managers make decisions informed by science (and experience!).
- Tour of work was conducted in January and BCRCDC has requested an extension of emergency permits for continued work (would require new permitting for work on roads). CCC has completed its work. The group has identified prioritization of road infrastructure for Phase 2. The project has a balance of \$20k to support Phase 2 project planning.

**CAL FIRE Services Contract Updated January 2025**

- Swedes Flat fuel reduction project has been completed and approved by Cal Fire
- Invoice has been submitted to Cal Fire
- Cal Fire would like to extend agreement and utilize remaining funds -waiting on modification from Cal Fire
- Received follow up from Dave Derby that agreement modification is making way through system, would provide 1-year extension (June 2025)
- Agreement has been signed and waiting for next assessment from Cal Fire
- Meeting with SPI to discuss potential projects to propose.
- Cal Fire/ BCRCDC is reviewing opportunities to utilize to support post-park fire response. Looking at the feasibility of removing hazard trees that pose a risk/potential impact on areas slated for critical infrastructure construction.
- Our last project under this agreement will take place within the next few months, partnering with Fire Safe Council for post-fire cleanup/ repairs at Maple Creek Ranch

*Total Funds available for RCD: \$450,000 in contract*

*Funds Expended: \$315,909 (\$134,000 remaining in contract); Agreement/ project dates: Through June 2025*



### **Prescribed Burn Association** *Updated January 2025*

PBA burns likely played a pivotal role in saving some homes and neighborhoods in Richardson Springs, Forest Ranch and Cohasset. These stories are already being told by The Lookout and others. However, we're sad to report that several PBA members still lost homes. Some of these people had done a lot of good work around their homes and still lost structures. Others who lost structures had donated heroic amounts of time to assisting with good fire around others' homes. David is drafting a Good Fire News edition that focuses on sharing these stories (only for those landowners who have stated they want to share, of course) in a way that is compassionate and compatible with the grief we all feel.

- TREX event is completed, training over 100 participants and successfully completing two prescribed burns totaling 11 acres.
- Future burns are planned at both the Camelot Equestrian Park and in Richardson Springs.
- Staff continues to reach out to new landowners and develop burn plans. Recently developed two plans in Clipper Mills, an area of Butte County the PBA has had little presence in.
- Coordinated and hosted a S-212 Firing class that trained 30 participants in prescribed fire ignition techniques and patterns and allowed them to receive NWCG certification in Firing Patterns.
- Completed a 130 acre prescribed burn, our largest to date, at Camelot Equestrian Park in partnership with the Mechoopda Tribe, Firestorm Wildland Fire Suppression, the Big Chico Creek Ecological Reserve, and several PBA members and Butte CAL TREX participants.
- Recently burned 26 acres in three days. Two days Forest Ranch and one in Magalia. Our first on the ridge.
- BCRC staff and PBA volunteers assisted the City of Chico in burning 19 piles in Bidwell Park -Middle Park.
- Held first PBA session of 2025 at Kelly Ridge in Oroville, 30 volunteers and 8 piles

*Funds available: \$648,000 for period 5/17/22-2/28/26 (45 months)*

*Funds Expended: about \$220,944 through Feb 6, 2024 (7 WRTC invoices, 7 CARCD, 0 BCFSC)*

### **CEQA Fee-For-Service** *Updated November 2024*

*From time to time, we are approached by other organizations seeking CEQA services on a contract basis. Staff carefully reviews these requests and only pursues those planning projects where a conservation objective can be achieved while minimizing any risk to resources or BCRC's liability exposure.*

*Nothing on the radar right now.*

*Total Funds available: Varies by agreement depending on project description and resources present.*

### **Granite Basin OHV Development Project – NEPA/CEQA** *Updated November 2024*

Funding Agency/Source: Butte County Public Works/Cooperative

Agreement Description of progress:

- CEQA Notice of Determination (NOD) for Mitigated Negative Declaration filed with Butte County Clerk.

- Recreation and Aquatics specialist reports have been delivered to USFS ●
- Hydro report has been submitted to USFS and edits have been made
- SHPO has concurred with non-eligibility for section 106
- Biological assessment has been submitted to USFS, Next step is draft EA
- USFS has agreed to extend staff resources to complete the project
- Held a January 5th meeting with FS to review remaining deliverables, Kesey working on a draft NEPA, which will be complete by end of the January.
- Kesey has completed draft BE, forest services has sent a few corrections for BE
- Draft EA was delivered to FS and is under review, have kept BCPW updated.
- Sent October invoice request to BCPW for review, invoice has been paid
- BCPW has extended the agreement until March 31, 2024
- BCRCD staff meet with Clay Davis, Acting Feather River Ranger, to discuss options for moving the NEPA process forward.
- Had January heck-in call with Plumas National Forest and Butte County Public Works
- Follow up with BCPW about renew of agreement
- Outreach to Forest Service about project status, NEPA planner will discuss project with District Ranger. Project still listed on SOPA. Regional Traffic Engineer or Forest Engineer positions are still vacant.

*Total Funds available: \$249,000)*

*Projected project finish date: TBD*

### **FSA Emergency Forest Restoration Program (EFRP) – Camp Fire/ Park Fire Updated January 2025**

*Funding Agency/Source: CARCD/Cooperative Agreement*

*Description of progress:*

- Paid by CARCD via USFS for invoices to date.
- Conducting forest inventories and developing FMPs for 25 applicants.
- 16 Forest Management Plans have been submitted to FSA
- FSA/ USFS are working to allocate additional fund for technical assistance/ cultural resources so work can be finished
- Agreement modification approved by BOD at July meeting
- Implementation has been completed for a few producers and others are waiting on follow up/ payment from FSA
  - CARCD has provided and BCRCD has signed agreement extension through 3/1/23
  - We have a new landowner who has enrolled in the program, we will complete inventory and FMP for their property and work to guide them through the implementation process.
  - FMP completed for Brault and submitted to FSA for review.
  - FSA provided an agreement to Brault for EFRP work on the property.
  - Inspection completed for Pulga and Scott Property by BCRCD
  - Completed quarterly invoice and report, January
  - Multiple landowners given extension of contracts. Will updated contract with CARCD to match extension timeline.
  - Scott required a revised 848a, had communication with FSA, and signed the revised document
  - Verification of Barber completed and 848 has been signed.
  - Verification of Moak requested and completed in August
  - Made request to FSA for funds to support Park Fire, working on an agreement with CARCD (estimated 100k in technical assistance)

*Total Funds available: \$340,000*

*Agreement/project dates: 8/2019 to ongoing*

### **Concow Resilience Implementation (SNC-1312) - Updated January 2025**

We've received our extension until 1/1/28. More hardwood starts and native grass seeds are on the way. Due to the RCD's funding the Konkow Maidu monitoring of this project, USFS and the Tribe will work together to do a whole archaeological dig on one of the units to uncover a previously lost village site!

This grant agreement is structured to leave the RCD carrying a big chunk of withholding at the end. We have now reached the trigger point for that. However, staff negotiated with SNC to reduce this withholding from the amount in the grant agreement (i.e., \$212,000) to \$50,000. Board signed the formal request for this in December and now we're waiting on SNC's process to approve it. We have another AER and request for final advance ready to go for when they do.

*Total Funds available: \$2.12M*

*Funds Expended: \$1,920,033 (11 AERs)*

*Agreement/project dates: 8/23/2021 to 12/31/2027*

### **Plumas NF Camp Fire Settlement Funds - Updated January 2025**

These agreements are now in effect and will

- Provide resource ordering, contracting/procurement, and logistical support for prescribed fire operations through a participating agreement worth \$17.5 million over 10 years: we have already developed agreements with 6 contractors who can help us help the FS, and we have already deployed Firestorm on at least 3 burn and burn prep projects!
- Provide \$10 million over 10 years to expand the successful Concow Resilience Program onto adjacent acres, plus assist with roadside hazard tree removal, road maintenance such as rocking and grading, rare plant conservation initiatives, non-native invasive plant removal, and other miscellaneous support to the Forest Service.
- Serve as liaison for the non-Federally recognized Tribe we already work with, the Konkow Valley Band of Maidu Indians. BCRCD will provide administrative and technical support to the Tribe who are entitled to \$2.3 million to support a 5-year program of intensive watershed monitoring.
- In total, these agreements provide BCRCD with substantial staff time for oversight and management, as well as about \$2.95 million in indirect or project management funding over 10 years.
- BCRCD had a "2025 program of work" meeting with FRRD on 1/21 to map out what tasks they want us to perform for them (applies to everything besides Rx resource

- ordering) this calendar year
- BCRCD has sent out an RFP for an on-call herbicide application.
- February meeting BOD will review contract for tree planting.

*Total Funds available: \$29,500,000*

*Funds Expended: \$70,330.41 through 11/14/2024*

*Agreement/project dates: Mid-2024 through 12-31-2034*

### **RFFCP-962 (SNC) - Updated January 2025**

This SNC capacity-building grant, which funds a portfolio of projects across the whole “Butte County subregion” with RCD as the fearless grant administrator, ended 12/31/24. All sub-projects are complete and we expect to expend the grant fully. Final invoice and report will be submitted to SNC by end of January, and then, it’s on to the exciting sequel: RFFCP-1710!

*Total Funds available: \$1,440,276 including the SFLAP augmentation*

*Funds Expended: \$1,103,829 over 14 invoices*

*Agreement/project dates: Until 12/31/2024*

### **RFFCP-1710 (SNC) - Updated Nov 2024**

Also known as “RFFCP Round 3,” this is *another* SNC capacity-building grant that’s a block grant to the whole “Butte County subregion,” with RCD as the administrator. Therefore, it’s really a portfolio of mini-projects. RCD passes funding through to a coalition of local partners who have sub-projects to do. The sub-projects are:

- \$115,000 to NCRLT for planning on their Deer Creek property - underway
- \$141,000 to CSE for providing GIS technical assistance to Tribes - underway
- \$75,000 for CEQA assistance to Tribes
- Half-time support for one RCD position for 2 years to support BCCG members in project development, GIS etc (similar to a watershed coordinator)
- Funding BCRCD, BCFSC, and BCCER staff to co-develop a collaborative monitoring plan for projects in the BCCG subregion

*Total Funds available: \$480,905*

*Funds Expended: none so far*

*Agreement/project dates: Until 5/31/2027*

### **Cottonwood Conservation Area Updated December 2024**

Funding Agency/Source: Endowment

Description of progress:

- FY 23-24 annual report has been finished and submitted to CalTrans.
- Julia is developing an RFQ for herbicide application services
- Julia is also going to pursue her own QAL, which will mean the RCD will

potentially have in-house herbicide application services to offer. (!)

*Total Funds available: Up to \$24K/year now*

*Funds Expended: In 2022-23, \$10,581.83*

*Agreement/ project dates: Ongoing in perpetuity*

### **Butte Creek House Meadow Restoration** *Updated February 2025*

- All baseline surveys have been completed/a draft plan has been developed
- Draft project report finished week of April 18th and sent to CDFW for review
- CDFW will conduct frog surveys -worked to schedule make-up day
- Wetland delineation survey has been completed, Botany surveys are under way, Cultural Resources survey/ report have been completed.
- BCH site visit with CDFW to review draft plan, looked at meadow work done in Humbug Valley to show CDFW different restoration methods.
- Meeting with CDFW staff about SERP (cutting the green tape) program for CEQA
- Field meeting with CDFW on 10/17/22 to review draft design plan for final revision.
- Design has been modified based on CDFW field meeting and CDFW is reviewing the changes. Follow up meeting schedule with CDFW for January 31st.
- CDFW requested a few additional changes to the design plan, edits will be submitted to CDFW on week of February 13th.
- CDFW has approved final design; working on permits (1600, 401, and 404) in June
- Engineered Technical Memo delivered by Jul 31, 2023
- SERP CEQA review by CDFW is complete. CDFW concurrence with the statutory exemption
- Follow up site visit in June to review fill volumes and construction estimate.
- Agreement extended until December 31, 2023
- Engineered Stamped Tech Memo has been completed, finalize permit applications in August, and look for implementation funding.
- 404 Permit has been submitted/ 1600 and 401 submitted week of November 13th.
- Grant closeout in December
- All deliverables have been completed and final invoice submitted week of January 15th
- Board will review agreement with Point Blue Conservation Science for project implementation at February BOD meeting.
- Agreement with Forest Creek Restoration for implementation of Butte Creek House restoration under Sierra Meadows Partnership grant via Point Blue for consideration at March BOD meeting
- Implementation planning underway; targeted implementation in September/ October 2024
- All permits and SWPPP completed.
- Had a check-in meeting with the contractor/ CDFW in July to discuss the implementation checklist.
- Field Meeting with CDFW and Contractors on Wednesday, August 14
- Construction projected September 23- October 4, 2024
- Heavy equipment work has been completed, hand crews finished work on November 8th.
- Will be meeting with CDFW to discuss spring 2025 work and monitoring
- BCRC meet with CDFW Beaver Reintroduction Team and toured site.
- Meet with CDFW in January to review completed work in 2024 and how to spend remainder budget. Alternatives and budget options were presented to CDFW in February; CDFW would like to implement an alternative that will utilize coir logs to fill cross-valley ditch. Implementation will start in spring of 2025 depending on nesting bird surveys.

Total funds Available: \$123,220 WCB/ Point Blue \$351,590

Funds expended: WCB Planning grant closed/ \$351,590 available via SMP Grant

Link to Draft Project Plan

[https://drive.google.com/drive/folders/1ccZVauD6ib\\_FOWMmarkQ\\_0tQgz8EVXcB?usp=sharing](https://drive.google.com/drive/folders/1ccZVauD6ib_FOWMmarkQ_0tQgz8EVXcB?usp=sharing)

### **EQIP CARCD- Updated August 2024 (ON HOLD DUE TO FUNDING FREEZE)**

- BCRC D is conducting forest inventory at request of NRCS
- Ongoing FMP will be completed at the request of NRCS
- We have two overlapping agreement with CARCD for NRCS Technical Assistance for Forestry and RCPP with CARCD
- BRCD Staff has conducted forest inventory/ forest management plans at NRCS request.
- 16 landowner approved under last NRCS ranking cycle, all were funded
- BCRC D will assist NRCS with Forest Management Plans for funded customers
- Staff had June check-in meeting with NRCS staff to discuss needed support, NRCS will follow up with BCRC D about assisting with two forest management plans.
- August 2024 switching to new agreement.

*Funds available for BCRC D via three technical assistance grants with CARCD: \$41,505 TA (ends SEPT 2024), \$233,968 (ends SEPT 2026), RCPP \$43,798 per year for next 5 years*

### **Colby Mountain Project, Sierra Nevada Conservancy Vibrant Recreation and Tourism Prop 68/ America Rescue Plan Act Updated December 2024**

- Traillabs (Funding through NVCF account) has completed 100% of the trail layout and are working on final report
- Colby NEPA has been signed (April 1, 2024)
- CEQA document went out for public comment April 11; Board will be asked to review and approve final Negative Declaration in May
- Butte County BOS have approved 1-million in ARPA funds for 20 miles of trail construction to begin in 2022 (following signed NEPA)
- The second Project Technical Advisory Committee meeting was held on June 30
- Presented about project at Jonesville Hotel Fundraiser on August 6th, 2022
- Worked with FS and Hillsliders to submit a Great American Outdoors Act funding request for Jonesville Snow Park rebuild/ expansion project, 1.5 million for 2024.
- 4th invoice request has been submitted to SNC. *SNC Grant \$271,000;*
- Held a public event update on September 21 at Sierra Nevada Big Room-around 150 attended
- Held IDT meeting with FS on November 7th -PIL has been signed.
- Jonesville received several feet of snow over the week of November 7th

- BCRCD worked with Almanor IDT to resolve some resource concerns.
- BCRCD is working with Forest on the design for a trail bridge for Home Trail.
- NEPA Presentation given for Butte County Forest Advisory Committee
- PAPN Comments were reviewed by BCRCD staff and FS
- final specialist reports have been completed, waiting to hear back from FS about hydro report needs.
- Contractor has had delay on registering business in CA
- Ranger has signed NEPA DM, CEQA Notice of Intent has been filed, Item will come before BOD at the May BOD meeting
- The final report and grant closeout items are under review by SNC, final invoice approved and review completed
- Agreement with Rock Solid Trail Contracting estimated for August meeting
  - *SNC Grant Balance: \$0 (closed out) /Butte County ARPA \$1 million*
- Preconstruction Labor Compliance Meeting Conducted.
- The contractor will start on October 21st, BOS to revise the agreement (reduction in trail mileage on October 22nd
- An estimated 3 miles of trail was constructed by Rock Solid Trail Contracting, and the remaining 11 miles will be constructed in the spring of 2025.
- Meet with Congressman LaMalfa's aid about the potential for ongoing funding support.
- January meeting with LNF Wildlife biologist to discuss options for spring CSO surveys. An operations plan has been developed for 2025. The target date for construction start is April 1.

#### **Upper Butte Creek Forest Health Initiative Updated Jan 2025**

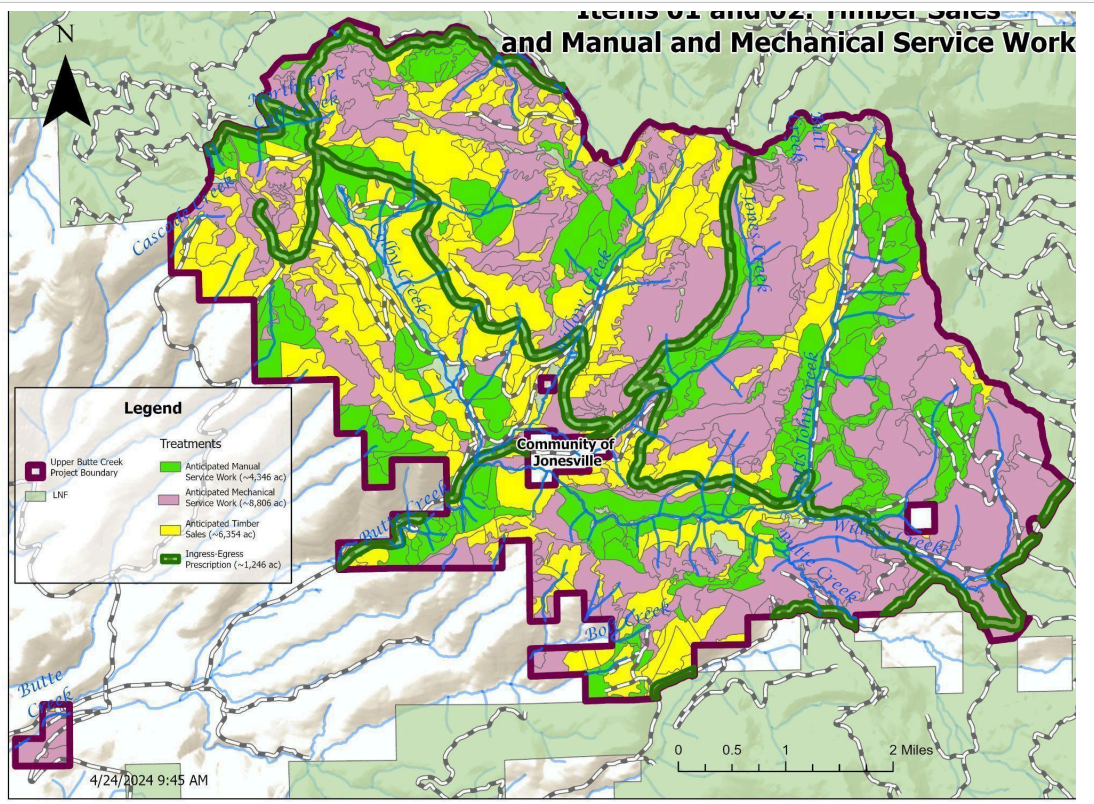
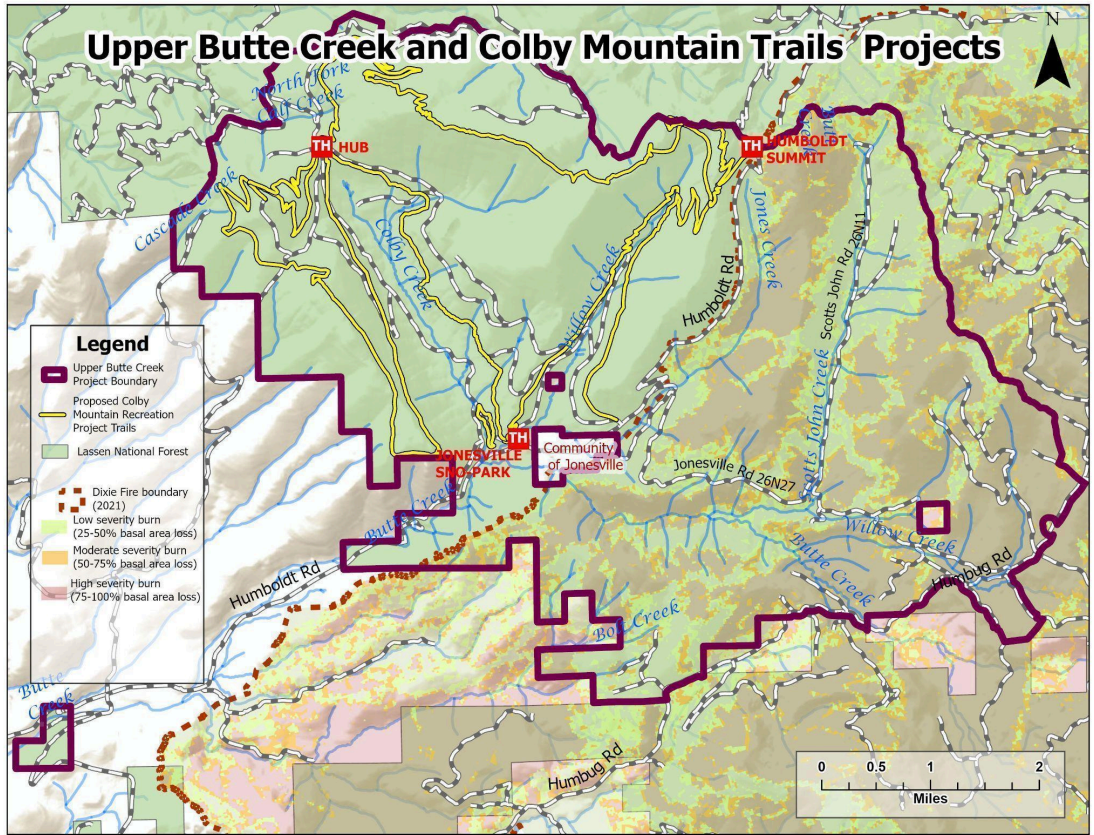
Draft EA is expected out for comment in April

- We have developed the environmental justice report and implementation plan for the Draft EA and worked on the climate change report, while also supporting the wildlife and hydro specialists in getting back on track.

Meanwhile, we:

Have been verbally awarded partial funding through Sierra Institute's NFWF pre-proposal for various projects on the Lassen; when details are worked out, this 4-year grant would provide BCRCD about \$1-2 million for implementation.

*WCB grant \$1,440,000. Expended to date: \$1,267,297 as of Nov 11, 2024. Invoices are being submitted every 1-2 months to WCB.*





### **Sierra Institute Forest Health Workforce Development Grant *Updated August 2024***

Faith Churchill has been working full-time on AGOL mapping, scoping and cumulative effects analysis tasks related to Upper Butte Creek, Butte Creek House, Crane Valley, Post Park Fire Watershed Recovery and all things GIS. She has been invoicing SI monthly and is up to date on reporting. Thanks to her proactive work and the work of the team, we are confident we have enough funding to sustain current staff position for years after her current grant closes.

*Source: CAL FIRE CCI Forest Health Workforce Development grant to Sierra Institute (we are a subcontractor to SI). Amount for BCRCDC: \$249,600 over 3 years.*

### **Centerville Road Project -*Updated February 2025***

BCRCDC awarded a Non-Point Source Pollution Grant by Waterboard for Centerville Road in Butte Creek Canyon road improvements. BCRCDC will treat 24 erosion sites and 2.4 miles of road. All work completed by December 31, 2024

- Resource surveys have been completed.
- Working with BCPW and PWA to revise the road treatment log
- Agreement extended until December 31, 2024
- PWA provided a revised memo, maps, and road log, meeting with BCPW on August 14th
- PWA received estimates for engineering/ soil compaction testing (\$117,000) which was not included in the grant budget. Waterboard has requested a revised budget and documentation of additional needs.
- Ongoing dialogue with Waterboards about additional project funds needed
- New grant manager, Katie Gillman. Hosting site tour with grant manager on 2/12/24
- Topo survey crew work with W. Gilbert Engineering has been finished
- New project engineer for BCPW, reviewed plan view designs, field meeting on March 26th.
- Updating landowner agreements.
- CEQA has been filed, and 1602 CDFW permit has been submitted.
- 401 and USACE permit have been submitted,
- Bids Closed on August 8, 2024. Hat Creek Construction and Materials Inc. received one bid for \$1,177,989, but only \$400,900 is currently available for construction.
- Meeting with BCPW on October 15th.
- Engineered plan set is being prepared by PWA for BCPW review, Initial site design sent to BCPW for review, upon feedback from BCPW additional designs will be submitted for review and approval. Goal to rebid in the project early in 2025
- Initial site design was approved by BCPW, Engineer is working to develop remaining site designs for BCPW review, target to have all site design finished by the end of February.
- *Total award \$784,115, funds for BCRCDC \$52,500 (indirect \$7,500)*

### **Crane Valley Meadow Restoration Planning *Updated February 2025***

BCRCDC was awarded a planning grant by Sierra Meadows Partnership for meadow restoration planning for Crane Valley Meadow at the headwaters of Big Kimsheew Creek. SPI and Wilson family are landowners.

- Contract agreement with SMP expected at July BOD meeting
- The initial site visit was completed with SPI on Wednesday, August 9th.
- Plumas Corporation will serve as technical lead; Forest Creek Restoration must step

away from the project due to capacity constraints.

- Revised agreement with Point Blue/ Agreement with Plumas Corp at November BOD meeting .
- December project meeting with Plumas Corp and check-in meeting with SPI
- DWR will bring LiDAR, drone, and HEC-RAS analysis
- Project meeting with SPI, USFWS, and restoration specialist, USFWS has 160k to contribute toward implementation.
- Staff is preparing RFP for resource surveys, botany agreement with Wild Ginger per SPI and Forest Service request.
- Completed spring site visit with Plumas Corp, SPI, and private landowner representative.
- Site visit with DWR for drone flight completed, resources surveys starting in July.
- August meeting with landowners resulted in a shift to process-based restoration only, and ongoing dialogue with Plumas Corp about design needs.
- Botany survey has been completed.
- Waiting for site plan from Swiftwater Designs, Draft design expected December 20th
- Working on budget/ scope amendment to present to Point Blue
- Recieved draft site plan from Swiftwater Designs and provided feedback, partner meeting in January.
- Partner meeting in January to review draft design, updates were included and design is ready for CEQA and permitting.
- Federal funds for construction through USFWS are on hold and not expected for implementation; staff and partners are working to identify potential State funds for implementation.

*SMP Grant \$197,030, funds for BCRCD \$30,600 (indirect admin 9k)*



### **High Lakes Motorized Trail Improvement Project** *Updated November 2024*

BCRCD is assisting Lassen National Forest -Almanor Ranger District with post Dixie Fire trail impacts. BCRCD will take the lead on implementing actions as defined in the agreement to halt damage to trails and water quality.

- Agreement executed
- Side-by-side and trailer were purchased
- Initial site visit completed by BCRCD on 6/19/24
- Completed site visit with USFS staff on July 19th to collect data
- China Creek Crossing assessment with MTN has been completed.
- Working on Bid Book for contractor solicitation has been completed, will bid project in spring 2025

*\$321,125 available to BCRCD, all work must be completed by 9/6/28*

### **Butte County Public Works Butte Creek Riparian Restoration** *Updated February 2024*

On the CDFW preserve just downstream from BCEP, BCRCD will assist BCPW in completing some riparian restoration activities that are mandated as part of a BCPW bridge replacement project. RCD of Tehama County will assist BCRCD with native plant establishment and irrigation setup. This contract provides a great opportunity for BCRCD to 1) develop riparian restoration and herbicide application skills we can continue to offer on a fee-for-service basis, and 2) purchase some new equipment such as a 2nd water buffalo just for mobile tree irrigation and a truck powerful enough to safely haul it. On Dec 5th, all the partners met on site with Thad, Wolfy

and Julia to agree on restoration strategy. Budgets are being created now, and a contract will likely be before the board in January. BCPW would prefer to convey a lump sum to BCRCDC upfront for this project. The proposed project budget was presented in February and is being reviewed by BCPW.