

Forest Service Agreement Number: 23-GN-11051600-002
Cooperator Agreement Number:**GOOD NEIGHBOR AGREEMENT
SUPPLEMENTAL PROJECT AGREEMENT**

To

MASTER GOOD NEIGHBOR AGREEMENT #23-GN-11051600 -001
BETWEEN
CALAVERAS, COUNTY OF
AND THE
USDA FOREST SERVICE
USDA FOREST SERVICE, STANISLAUS NATIONAL FOREST

This Supplemental Project Agreement (SPA) is hereby made and entered into by and between the Calaveras, County of hereinafter referred to as "County" or "Cooperator," and the USDA, Forest Service, Stanislaus National Forest, hereinafter referred to as the "U.S. Forest Service," under the authority of the Agricultural Act of 2014, Pub. L. 113-79, section 8206, (Good Neighbor Authority) and specified under the provisions of Master Good Neighbor Agreement #23-GN-11051600-001. The CFDA for this agreement is 10.691.

Title: Calaveras Tree Mortality Program SPA**Good Neighbor Supplemental Project Agreement for Forest Restoration Services**

Authorized Activities: Authorized forest, rangeland, and watershed restoration services include activities to treat insect and disease infected trees; activities to reduce hazardous fuels; and any other activities to restore or improve forest, rangeland, and watershed health, including fish, and wildlife habit.

The Good Neighbor Authority excludes construction, reconstruction, repair, or restoration of paved or permanent roads or parking areas, except for reconstruction, repair or restoration of a National Forest System road that is necessary to carry out authorized restoration services under this agreement. Any such roads reconstructed, repaired or restored that were previously identified as not needed according to 36 CFR 212.5(b)(2) must be decommissioned according to the travel management plan no later than 3 years after completion of the applicable authorized restoration project. Construction, alteration, repair, or replacement of public buildings or works is not authorized. Projects are not authorized in wilderness areas, wilderness study areas, and lands where removal of vegetation is prohibited or restricted by an Act of Congress or Presidential proclamation.

I. GENERAL PROJECT DESCRIPTION

The purpose of this project is to identify and remove dead and dying trees affected by drought, disease, and insect infestation *and to reduce fuel loading* associated with County maintained roads and infrastructure within the Stanislaus National Forest. All trees identified under this



program are considered hazards to public safety and their removal will help ensure safe ingress and egress for the public and emergency services.

This may include removal of live trees up to 10" DBH and dead or dying trees of any size, thus increasing forest stand resiliency to insect infestation and disease and reduce the imminent risk that hazard trees pose to public safety. As well as improving stand health and decreasing risk from future insect and disease attacks, removal of fuels and dead or dying trees will reduce unnaturally high fuel loading and mitigate strike threats within the treatment units. The project also will remove hazard trees of any size which are creating hazards to human safety, as defined by the USDA Forest Service Pacific Southwest Region Hazard Tree Identification and Mitigation Technical Report (March 2022), and by the Hazard Tree Mitigation Guidelines set forth by the California Office of Emergency Services.

These activities are authorized forest, rangeland, and watershed restoration services as outlined in Section II, Good Neighbor Objectives in the Master Good Neighbor Agreement.

Calaveras Tree Mortality Program Background:

Ongoing drought conditions in the Sierra Nevada and the subsequent bark beetle epidemic have resulted in widespread conifer tree mortality throughout the region. Since 2017, the Calaveras County Tree Mortality Program has treated and removed thousands of dead and dying trees which pose a hazard to County roads and infrastructure. Calaveras County maintains several road systems which lie within the Stanislaus National Forest.

These roads are important corridors for wildfire suppression, vegetation and fuels management, as well as public access to recreation and evacuation routes. As the conditions for elevated tree mortality continue, there is a need to continue mitigating the hazards along these road systems.

The County has received grant money from the State of California for vegetation/fuels treatment and has mitigated over 1500 hazard trees within the Stanislaus National Forest since 2017. As part of the continued cooperation with Stanislaus NF, the County is providing 75 percent of funds to complete the hazard tree removal project and seeks a cost share of 25 percent from the National Forest as outlined in Appendix, Financial Plan. As new funding becomes available to either party, the Scope of Work and Financial Plan of this agreement may be modified to reflect the change in cost share.

Work as part of this agreement will occur on National Forest System lands and be completed by the County or through contracts by the County. The U.S. Forest Service is responsible for the completion of National Environmental Policy Act (NEPA) as timely as possible for the treatment areas along County roads. The County will be responsible for supervision of their personnel and for management of all contracted personnel. U.S. Forest Service will provide personnel in an advisory capacity to assure compliance with U.S. Forest Service rules and regulations and compliance with other federal laws. The County will comply with all U.S. Forest Service recommendations (e.g. Design Features, Limited Operating Periods and Fire Restrictions etc.).

In consideration of the above premises, the parties agree as follows:



II. RESPONSIBILITIES:

A. The County shall:

1. Collaborate with the Forest Service in development of the Statement of Work (SOW) as described in C1 below.
2. Perform the activities described in the SOW, attached as Appendix A, the Financial Plan, attached as Appendix B or other applicable appendixes if attached. As appropriate, work will comply with requirements of the NEPA decision as well as provided or approved silvicultural prescriptions and timber marking guides. The Cooperator shall utilize the information provided by the Forest Service to comply with Federal regulations including the protection of federal resources, permitted uses and forest product accountability.
3. FINANCIAL STATUS REPORTING. A Federal Financial Report, form SF-425 (and Federal Financial Report Attachment, SF-425A, if required for reporting multiple awards), must be submitted (ANNUALLY). These reports are due 30 days after the reporting period ending September 30. The final SF-425 (and SF-425A, if applicable) must be submitted either with the final payment request or no later than 90 days from the expiration date of the Good Neighbor Agreement. These forms may be found at www.whitehouse.gov/omb/grants_forms.
4. ELECTION OF DE MINIMIS INDIRECT RATE. The Cooperator elected to use the *de minimis* indirect cost rate of 10% of modified total direct costs (MTDC) as allowed under 2 CFR 200.414 (f). This rate must be used consistently for all Federal awards until such time as the Cooperator chooses to negotiate for a rate, which they may apply to do at any time. If a new rate is negotiated and utilized the *de minimis* rate can no longer be utilized.
5. Meet with the U.S. Forest Service prior to beginning new project work to discuss project requirements. Once work has commenced, meet periodically with the U.S. Forest Service to assess how the project work is progressing and if any adjustments are required. Meet annually or as needed to discuss items under this agreement and the need for any adjustments or modifications.
6. Designate a Project Coordinator to serve as the primary contact. The Project Coordinator will provide quality control for all of the work completed by the County.
7. Supervise and provide project oversight of all county or contracted personnel conducting work described within the SOW. The County will assure safety measures are adhered to both by County personnel and contractors.
8. The County will adhere to all USFS mitigation measures or requirements such as silviculture prescriptions and marking guides; resource protection standards and



guidelines, best management practices (BMPs) as necessary to comply with federal law, regulation, and policy.

9. The County will be responsible for notifying the USFS project manager, immediately if archeological sites are discovered or Threatened and Endangered Species (TES) are located during operations. If new sites or species locations are found during implementation, all work shall halt until the Heritage Program Manager or Wildlife Biologist is notified and clearance to continue work is approved.

B. The U.S. Forest Service shall:

1. Collaborate with the Cooperator in development of the SOW as described in C1 below.
2. Perform the activities described in the SOW, attached as Appendix A, the Financial Plan, attached as Appendix B, and any other appendices if attached. The Forest Service must be involved in the development and implementation of any work performed on NFS lands.
3. Complete all necessary NEPA requirements. Any decision required to be made under NEPA with respect to any authorized restoration services to be provided under this agreement on NFS lands shall not be delegated to the Cooperator.
4. Provide information to the Cooperator, such as NEPA mitigation or requirements; silviculture prescriptions and marking guides; and locations of protected resources as necessary to comply with federal law, regulation, and policy.
5. Ensure appropriate boundary line determination and designation is completed prior to implementation of project activities.
6. Designate a U.S. Forest Service Project Manager to serve as the primary contact with County. The Project Manager shall meet with the County prior to beginning work to discuss project requirements. Once work has commenced, meet periodically with the County to assess how the project work is progressing and if any adjustments are required. Meet annual to discuss items under this agreement and the need for any adjustments or modifications
7. Provide U.S. Forest Service personnel as necessary and available in order to assist with agreement activities.

**C. It Is Mutually Understood and Agreed By And Between The Parties That:**

1. **JOINT STATEMENT OF WORK (SOW).** Both parties will collaborate in the development of an SOW, which will be incorporated and made a part of this agreement. At a minimum, the SOW must clearly provide a plan of operations and quality control for project work, identify activities to be performed, and the responsible party. The funding for those activities will correspond to and be reflected in the financial plan. A timeline for the work activities should be included to serve as a monitoring tool for both parties, and to help ensure completion of the work within the period of performance of the SOW. The work described in the SOW must reflect the activities approved in the applicable NEPA document and any mitigation activities identified therein.
2. **AVAILABILITY FOR CONSULTATION.** Both parties will make themselves available at mutually agreeable times, for continuing consultation to discuss the conditions covered by this agreement and agree to actions essential to fulfill its purposes.
3. **REIMBURSABLE PAYMENTS.** Reimbursable payments are approved under this SPA. The U.S. Forest Service shall reimburse the Cooperator for the Forest Service's share of actual expenses incurred, not to exceed **\$187,500.00**, as shown in the Financial Plan. Only costs for those project activities approved in (1) the initial agreement, or (2) modifications thereto, are allowable. Requests for payment must be submitted on Standard Form 270 (SF-270), Request for Advance or Reimbursement, and must be submitted no more than monthly. In order to approve a Request for Advance Payment or Reimbursement, the Forest Service shall review such requests to ensure advances or payments for reimbursement are in compliance and otherwise consistent with OMB, USDA, and Forest Service regulations.

The Program Manager reserves the right to request additional information prior to approving a payment:

The invoice must be sent by one of three methods (email is preferred):

EMAIL: asc_ga@fs.fed.us

FAX: 877-687-4894

POSTAL: USDA Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
101B Sun Ave NE
Albuquerque, NM 87109

Send a copy to: FS PROGRAM MANAGER: Carinna Robertson via email at carinna.robertson@usda.gov.

4. NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANT LIABILITY. The Cooperator agree(s) that any of their employees, volunteers, sub-recipients, contractors, and participants shall not be deemed to be Federal employees for any purposes including Chapter 171 of Title 28, United States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP), as the Cooperator hereby willingly agrees to assume these responsibilities to the extent allowed by state law.

Further, the Cooperator shall provide any necessary training to their employees, volunteers, sub-recipients, contractors, and participants to ensure that such personnel are capable of performing tasks to be completed. The Cooperator shall also supervise and direct the work of its employees, volunteers, and participants performing under this SPA.

5. CONTRACT REQUIREMENTS. When procuring property and services under this Master Agreement, the Cooperator must follow the same policies and procedures it uses for procurements from its non-Federal funds, as described in 2 CFR 200.317.
6. MODIFICATIONS. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.
7. PROGRAM PERFORMANCE REPORTS. The parties to this agreement shall monitor the performance of activities described in the SOW to ensure that performance goals are being achieved.

Performance reports shall contain information on the following:

- A comparison of actual accomplishments to the goals established for the period. the output of the project can be readily expressed in numbers, a computation of the cost per unit of output, if applicable,
- Reason(s) for delay if established goals were not met,

The Cooperator shall submit (ANNUAL) performance reports. These reports are due (30/90) days after the reporting period. The final performance report shall be submitted either with the Cooperator's final payment request, or separately, but not later than 90 days from the expiration date of this SPA.

8. COORDINATION OF LAW ENFORCEMENT. Either party to this agreement shall provide to the other party, any and all reports of violations of law cited within the project area or otherwise associated with the activities of the agreement.



9. PROPERTY IMPROVEMENTS. Improvements placed on National Forest System land at the direction or with approval of the Forest Service become property of the United States. These improvements are subject to the same regulations and administration of the Forest Service as would other National Forest improvements of a similar nature. No part of this SPA entitles the Cooperator to any interest in the improvements, other than the right to use and enjoy them under applicable Forest Service regulations.
10. AGREEMENT CLOSE-OUT. Within 90 days after expiration or notice of termination the parties shall close out this SPA.

Any unobligated balance of cash advanced to the Cooperator or unexpended program income must be immediately refunded to the U.S. Forest Service, including any interest earned in accordance with 2 CFR 200.343.

Within a maximum of 90 days following the date of expiration or termination of this SPA, all financial performance and related reports required by the terms of the agreement must be submitted to the U.S. Forest Service by the Cooperator.

If this SPA is closed out without audit, the U.S. Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

11. TERMINATION BY MUTUAL AGREEMENT. This SPA may be terminated, in whole or part, as follows:

1. When the U.S. Forest Service and the Cooperator agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
2. By 30 days written notification by either party setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated. If the U.S. Forest Service decides that the remaining portion of the SPA will not accomplish the purposes for which the agreement was made, the U.S. Forest Service may terminate this SPA in its entirety.

Upon termination of an agreement, the Cooperator shall not incur any new obligations for the terminated portion of this SPA after the effective date, and shall cancel as many outstanding obligations as possible. The U.S. Forest Service shall allow full credit to the Cooperator for the U.S. Forest Service share that cannot be cancelled and were properly incurred by the Cooperator up to the effective date of the termination. Excess funds must be refunded within 60 days after the effective date of termination.



III. CONTACTS & TIME LIMITS:

A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: John Osbourn Address: 891 Mountain Ranch Road City, State, Zip: San Andreas, CA 95249 Telephone: 209-754-6676 Email: josbourn@co.calaveras.ca.us	Name: Cameron Bardwell Address: 891 Mountain Ranch Road City, State, Zip: San Andreas, CA 95249 Telephone: 209-754-2890 Email: cbardwell@co.calaveras.ca.us

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager	U.S. Forest Service Calaveras District Ranger
Name: Carinna Robertson Address: 5519 Highway 4 City, State, Zip: Hathaway Pines, CA 95233 Telephone: 209-813-6039 FAX: 209-795-6849 Email: carinna.robertson@usda.gov	Name: Ray Cablayan Address: 5519 Highway 4 City, State, Zip: Hathaway Pines, CA 95233 Telephone: 209-813-6017 FAX: 209-795-6849 Email: raymond.cablayan@usda.gov
U.S. Forest Service Sale Administration/ Field Representative	U.S. Forest Service Grants and Agreements Contact
Name: Jon Swett Address: 5519 Highway 4 City, State, Zip: Hathaway Pines, CA 95233 Telephone: 209-813-6042 FAX: 209-795-6849 Email: jonathan.swett@usda.gov	Name: Louise Ewen Address: 631 Coyote Street City, State, Zip: Nevada City, CA 95959 Telephone: 530-478-6127 Email: louise.ewen@usda.gov

B. PERIOD OF PERFORMANCE. This SPA is executed as of the date of the Forest Service signatory official signature. The start date of this award is the date of the Forest Service signatory official signature. The end date, or expiration date is **05/30/2027**. This instrument may be extended by a properly executed modification.

IV. APPROVAL

A. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are



authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.

10-18-22

JOHN OSBOURN, Office of Emergency Service
Manager
Calaveras County

Date

BETH MARTINEZ, (Acting) Forest Supervisor
USDA Forest Service, Stanislaus National Forest

Date

The authority and format of this SPA has been reviewed and approved for signature.
CONSTANCE ZIPPERER

Digitally signed by CONSTANCE ZIPPERER
Date: 2022.10.11 09:05:25 -0700

CONSTANCE ZIPPERER
Supervisory Grants Management Specialist
USDA Forest Service

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0239. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



APPENDIX A

SCOPE OF WORK

Project Description:

This project involves the identification, falling and removal of hazardous and dead and/or dying trees affected by drought, disease, or insect infestation which are deemed to pose a hazard to any County maintained roads or infrastructure within or adjacent to Stanislaus National Forest lands.

Calaveras County staff will be responsible for agreement execution, reporting, project management, CEQA compliance as necessary, public outreach, and implementation with a commitment to complete the project and achieve the stated goals. County staff will be responsible for recruiting and managing professional services agreements with contractors (if contractors are used); overseeing the Tree Mortality Program, preparing reports and invoices; and planning, facilitating, and mapping work. The County will ensure that work is conducted in a manner that protects the safety of workers and the public.

USFS personnel will be responsible for surveys, NEPA analysis, and overall guidance to support the work conducted by the County.

The County Shall:

- Conduct inventories on approximately 8 miles of County maintained U.S. Forest Service roads to determine the presence of hazardous and dead and/or dying trees that pose a hazard to County roads and the traveling public (Appendix E).
- Aggregate parcels into operational units based on geographic proximity.
- Mark trees that qualify for reimbursement from the State for their removal by the County with “CC” in white paint and consecutively numbered for each project area.
- Compile a tree list and shape file of tree locations for each operational unit. Data will include tree species, tree size (height and diameter, estimated), distance from the road and latitude and longitude. Comments on trees may be included e.g., potential difficulties in falling, location relative to sensitive environmental features or infrastructure, etc. In addition, the estimated tree volume in CCF will be provided with the tree list if the U.S. Forest Service provides County with the appropriate local volume table(s).
- Additional information on potential skid trail and landing locations will be prepared (with assistance from the U.S. Forest Service field staff).
- Upon approval of all submitted materials by the U.S. Forest Service, the County will prepare an Invitation to Bid to solicit proposals from qualified contractors to perform the work. The Invitation to Bid will include the County’s standard contracting language, the tree list, maps of the project area and specific conditions on operations. All Management



Requirements of the U.S. Forest Service will be incorporated into the specific conditions on operations. Options for slash treatment will be determined in collaboration with the U.S. Forest Service considering its standard contractual options, operational feasibility, fuel loads and other factors.

The Forest Service Shall:

- The U.S. Forest Service will provide the tree list, shape files and tentative skid trail and landing locations to its specialists for review. The County will be notified of any specific conditions or resource protection measures that need to be incorporated into the project. Specific areas of concern will be flagged in advance of operations. Any “limited operating periods (LOPs)”, fire restrictions (Appendix D - Fire Plan) or management requirements will also be incorporated into the project. Timely review will be critical for any projects expected to be completed prior to winter operating conditions.
- Ensure that all projects will be covered and in compliance with NEPA.
- The disposition of merchantable logs and cull logs is to be determined by the U.S. Forest Service in consultation with TSS Consultants, the County’s representative. The County’s preference is for the contractor to pay the nominal stumpage for the logs and dispose of them as they are able.



APPENDIX B
FINANCIAL PLAN

Note: This Financial Plan may be used when:
(1) No program income is expected and
(2) The Cooperator is not giving cash to the FS and
(3) There is no other Federal funding

Agreements Financial Plan (Short Form)

COST ELEMENTS	FOREST SERVICE CONTRIBUTIONS		COOPERATOR CONTRIBUTIONS		(e) Total
	(a) Noncash	(b) Cash to Cooperator	(c) Noncash	(d) In-Kind	
Direct Costs					
Salaries/Labor	\$20,000.00	\$0.00	\$0.00	\$0.00	\$20,000.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies/Materials	\$0.00	\$454.55	\$0.00	\$0.00	\$454.55
Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Hazard Tree Removal	\$0.00	\$170,000.00	\$562,500.00	\$0.00	\$732,500.00
Other					\$0.00
Subtotal	\$20,000.00	\$170,454.55	\$562,500.00	\$0.00	\$752,954.55
Coop Indirect Costs		\$17,045.45	\$0.00		\$17,045.45
FS Overhead Costs	\$0.00				\$0.00
Total	\$20,000.00	\$187,500.00	\$562,500.00	\$0.00	\$770,000.00
Total Project Value:					\$770,000.00

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	(f) 26.95%
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) 73.05%
Total (f+g) = (h)	(h) 100.00%



APPENDIX C LOG HANDLING AND SLASH DISPOSAL

Log Handling:

All material with a minimum piece size of eight inches diameter at the large end and 10 feet in length shall be yarded to a landing in an approved location.

Exception: All logs generated from contractor's operations will be yarded to a landing in an approved location unless from slopes greater than 35 percent.

At landings no separation between sound merchantable logs and cull logs is required.

Exception: Separation of logs into merchantable versus cull may be done at the discretion of the contractor to facilitate disposal. Cull logs left on landings shall be piled in accordance with the standards described below.

There are no requirements for log lengths with the exception of the 10 foot minimum length.

Slash Treatment:

Slash is defined as material that it is at least three inches in diameter and three feet in length. All slash within 50 feet of a road edge shall be hand piled according to the standards described below.

Any slash brought to a landing in conjunction with log yarding shall be machine piled according to the standards described below.

All other slash created in conjunction with logging shall be lopped and scattered to a depth not to exceed 18 inches. This applies to any locations including slopes greater than 35 percent where logs are left in place.

Exception: Slash and log pieces may be chipped and spread to a depth not to exceed six inches at a landing in an approved location. Within existing shaded fuel breaks all slash shall be hand or machine piled for later burning by the FS.

Hand and Machine Pile Specifications:

- Where hand/ mechanical pile construction is prescribed, slash and existing down woody material shall be piled to the following specifications:
 - Hand piles a where possible should be constructed to a minimum spec of 10 feet by 10 feet.



- Machine piles will be a minimum size of 10 feet x 10 feet and a maximum of 30 feet x 30 feet unless determined that a larger pile can be constructed and burned without damaging surrounding resources.
- Material extending 3 feet or more outside the edge of a hand pile shall be trimmed, A 18-inch fireline shall be cleared down to mineral soil directly outside a hand pile.
- A 10-ft wide fireline directly around each machine pile shall be cleared of all but fine material, in addition, a 3-ft wide fireline shall be cleared down to mineral soil directly outside of the 10-ft fireline. For a total of 13-ft fireline around each mechanical pile.
- In areas where there is a potential for burning material to roll, firelines shall be trenched on the downhill side of each pile to adequately prevent material from crossing firelines.
- In addition to trenching, material shall be piled perpendicular to the slope to prevent it from rolling.
- Mechanical piling shall be limited to slopes less than 25%.
- All slash and all existing down woody material greater than 1 inch in diameter and greater than 3 feet long shall be piled.
- Material shall be bucked into lengths not exceeding 15 feet prior to piling.
- Piling shall be conducted in such a manner to retain ground cover such as duff and litter largely intact to maintain soil cover.
- All piles shall be reasonably compact and free of soil to facilitate burning and shall be constructed of such size and at such distance from trees so that burning shall not result in unnecessary damage to residual timber.
- Piles shall be located outside of the watercourse protection zones.
- Piles shall be located outside of the crowns of residual trees.

Piling is not permitted on areas where use of tractors would cause undue damage to residual timber or where slopes exceed 25%.

Removal of Material:

No products/material will be removed from FS property. If the County wishes to remove any products/material from FS property, a separate contract between the County and FS will need to be agreed upon by both parties for the removal of such products/material.



APPENDIX D
FIRE PLAN

FIRE PLAN FOR CONSTRUCTION AND SERVICE AGREEMENTS

1. **SCOPE:**

The provisions set forth below outline the responsibility for fire prevention and suppression activities and establish a suppression plan for fires within the SPA. The Agreement area is delineated by map in the SPA. The provisions set forth below also specify conditions under which Partner activities will be curtailed or shut down.

2. **RESPONSIBILITIES:**

A. Partner

- (1) Shall abide by the requirements of this Fire Plan.
- (2) Shall take all steps necessary to prevent his/her employees, sub-contractors and their employees from setting fires not required in completion of the agreement, shall be responsible for preventing the escape of fires set directly or indirectly as a result of partner operations, and shall extinguish all such fires which may escape.
- (3) Shall permit and assist in periodic testing and inspection of required fire equipment. Partner shall certify compliance with specific fire precautionary measures in the fire plan, before beginning operations during Fire Precautionary Period and shall update such certification when operations change.
- (4) Shall designate in the Fire Plan and furnish on SPA Area, during operating hours, a qualified fire supervisor authorized to act on behalf of the partner in fire prevention and suppression matters.

B. Forest Service

The Forest Service may conduct one or more inspections for compliance with the Fire Plan. The number, timing, and scope of such inspections will be at the discretion of agency employees responsible for agreement administration. Such inspections do not relieve the partner of responsibility for correcting violations of the fire plan or for fire safety in general, as outlined in paragraph 2.A above.

3. **DEFINITIONS:**

The following definitions shall apply:

Active Landing: A location the partner may be skidding logs into, or performing other operations such as de-limbing, log manufacturing, and chipping logs. Except for EV and E days, loading logs or stockpiling chips only, on a cleared landing, does not constitute an Active Landing.



Hot Saw: A harvesting system that employs a high-speed (>1100 rpm) rotating felling head, i.e., full rotation lateral tilt head.

Mechanical Operations: The process of felling, skidding, chipping, shredding, masticating, piling, log processing and/or yarding which requires the use of motorized power which includes, chainsaws, chippers, motorized carriages, masticators, stroke delimiters, skidders, dozers etc.

4. **TOOLS AND EQUIPMENT:**

The Partner shall comply with the following requirements during the fire precautionary period, as defined by unit administering partner's:

The Fire Precautionary Period is set by the State of California which is April 1 through December 1 of any year.

- **This agreement requires, Fire Box and associated Fire Tools according to CPRC Section 4428.**

A. Fire Tools and Equipment:

Partner shall meet minimum requirements of Section 4428 of the California Public Resources Code (C.P.R.C.). Fire tools kept at each operating landing shall be sufficient to equip all employees in the felling, yarding, loading, chipping, and material processing operations associated with each landing. Fire equipment shall include two tractor headlights for each tractor dozer used in UMRWA's Operations. Tractor headlights shall be attachable to each tractor and served by an adequate power source. All required fire tools shall be maintained in suitable and serviceable condition for firefighting purposes.

Trucks, tractors, skidders, pickups and other similar mobile equipment shall be equipped with and carry at all times a size 0 or larger shovel with an overall length of not less than 46 inches and a 2-1/2 pound axe or larger with an overall length of not less than 28 inches.

Where cable yarding is used, Partner shall provide a size 0 or larger shovel with an overall length of not less than 46 inches and a filled backpack can (4 or 5 gallon) with hand pump within 25 feet of each tail and corner block.

C. Fire Extinguishers:

Partner shall equip each internal combustion yarder, fuel truck, and loader with a fire extinguisher for oil and grease fires (4-A:60-B:C).

Skidders and tractors shall be equipped with a minimum 5-BC fire extinguisher.

All Fire Extinguishers shall be mounted, readily accessible, properly maintained and fully charged.

Partner shall equip each mechanized harvesting machine with hydraulic systems, powered by an internal combustion engine (chipper, feller/buncher, harvester, forwarder, hot saws, stroke delimeter, etc), except tractors and skidders, with at least two 4-A:60-B:C fire extinguishers or equivalent.



D. Spark Arresters and Mufflers:

Partner shall equip each operating tractor and any other internal combustion engine with a spark arrester, except for motor vehicles equipped with a maintained muffler as defined in C.P.R.C. Section 4442 or tractors with exhaust-operated turbochargers. Spark Arresters shall be a model tested and approved under Forest Service Standard 5100-1a as shown in the National Wildlife Coordinating Group Spark Arrester Guide, Volumes 1 and 2, and shall be maintained in good operating condition. Every motor vehicle subject to registration shall at all times be equipped with an adequate exhaust system meeting the requirements of the California Vehicle Code.

D. Power Saws:

Each power saw shall be equipped with a spark arrester approved according to C.P.R.C. Section 4442 or 4443 and shall be maintained in effective working order. An Underwriters Laboratories (UL) approved fire extinguisher containing a minimum 14 ounces of fire retardant shall be kept with each operating power saw. In addition, a size 0 or larger shovel with an overall length of not less than 38 inches shall be kept with each gas can but not more than 300 feet from each power saw when used off cleared landing areas.

E. Tank Truck or Trailer:

Partner shall provide a **water tank truck or trailer** on or in proximity to SPA Area during Partner's Operations hereunder during Fire Precautionary Period. When Project Activity Level B or higher is in effect, a tank truck or trailer shall be on or immediately adjacent to each active landing, unless otherwise excepted when Hot Saws or Masticators are being used. See Section 6 for specific Partner requirements.

The tank shall contain at least 300 gallons of water available for fire suppression. Ample power and hitch shall be readily available for promptly and safely moving tank over roads serving SPA Area. Tank truck or trailer shall be equipped with the following:

- (1) Pump, which at sea level, can deliver 23 gallons per minute at 175 pounds per square inch measured at the pump outlet. Pumps shall be tested on SPA Area using a 5/16 inch orifice in the Forester One Inch In-Line Gauge test kit. Pump shall meet or exceed the pressure value in the following table for nearest temperature and elevation:

T e m p	Sea Level		1000 Feet		2000 Feet		3000 Feet		4000 Feet		5000 Feet		6000 Feet		7000 Feet		8000 Feet		9000 Feet		10000 Feet	
	55	179	23	174	23	169	23	165	22	161	22	157	22	153	22	150	21	146	21	142	21	138
70	175	23	171	23	166	22	162	22	158	22	154	21	150	21	146	21	142	21	138	21	134	20



85	171	23	168	23	16	22	159	22	15	22	15	21	14	21	14	21	14	21	13	20	13	20
100	168	23	164	23	15	22	155	22	15	22	14	21	14	21	14	21	13	20	13	20	13	20
					9				2		8		4		1		7		3		1	
	P	G	P	G	P	G	P	G	P	G	P	G	P	G	P	G	P	G	P	G	P	G
	S	P	S	P	S	P	S	P	S	P	S	P	S	P	S	P	S	P	S	P	S	P
	I	M	I	M	I	M	I	M	I	M	I	M	I	M	I	M	I	M	I	M	I	M

The pump outlet shall be equipped with 1-1/2 inch National Standard Fire Hose thread. A bypass or pressure relief valve shall be provided for other than centrifugal pumps.

- (2) 300 feet of 3/4-inch inside diameter rubber-covered high-pressure hose mounted on live reel attached to pump with no segments longer than approximately 50 feet, when measured to the extreme ends of the couplings. Hose shall have reusable compression wedge type 1-inch brass or lightweight couplings (aluminum or plastic). One end of hose shall be equipped with a coupling female section and the other end with a coupling male section. The hose shall, with the nozzle closed, be capable of withstanding 200 PSI pump pressure without leaking, distortions, slipping of couplings, or other failures.
- (3) A shut-off combination nozzle that meets the following minimum performance standards when measured at 100 P.S.I. at the nozzle:

	G.P.M.	Horizontal Range
Straight Stream	10	38 feet
Fog Spray	6 - 20	N/A

- (4) Sufficient fuel to run the pump at least 2 hours and necessary service accessories to facilitate efficient operation of the pump.

When Partner is using Hot Saws or Masticators, an additional 250 feet of light weight hose, approved by the Forest Service, shall be immediately available for use and be capable of connecting to the 300 feet of hose and appurtenances in (2) and (3) above.

This equipment and accessories shall be deliverable to a fire in the area of operations and is subject to the requirements for each specific activity level identified in Section 6.

F. Compressed Air Foam System: A Compressed Air Foam System (CAFS) is a fire suppression system where compressed air is added to water and a foaming agent. By agreement, the Partner may substitute a CAFS or functional equivalent in lieu of the tank truck, trailer or fire extinguishers, provided it meets or exceeds the following specifications and requirements:

- 1. Variable foam expansion ratio – 10:1 to 20:1.
- 2. Units shall be kept fully charged with air; water and foam concentrate as recommended by the manufacturer and have the appropriate tools to service the system.



3. The unit shall contain enough energy to empty tank and clear hose prior to exhausting propellant.
4. The unit shall be capable of being completely recharged within 10 minutes.
5. When used on cable yarding landings, the unit shall be outfitted for immediate attachment to carriage and transported without damage to the unit.

Fire extinguishers required for Hot Saws, Masticators and similar equipment identified in Section 4 B. above may be substituted with a 3-gallon CAFS.

Tank truck, trailer or equivalent may be substituted with a 30 Gallon CAFS with at least 550 feet of one inch hose and an adjustable nozzle with enough water, air and foam concentrate for at least one recharge.

This equipment and accessories shall also be deliverable to a fire in the area of operations and subject to the requirements for each specific activity level identified in Section 6.

5. GENERAL

- A. **State Law:** In addition to the requirements in this Fire Plan, the Partner shall comply with all applicable laws of the State of California. In particular, see California Public Resource Codes.
- B. **Permits Required:** The Partner must secure a special written permit from the District Ranger or designated representative before burning, welding or cutting metal or starting any warming fires. If agreement requires Blasting and Storing of Explosives and Detonators, an Explosives Permit may be required pursuant to the California Health and Safety Code, Section 12101.
- C. **Blasting:** Partner shall use electric caps only unless otherwise agreed in writing. When blasting is necessary in slash areas, a Fire Patrolperson equipped with a size 0 or larger shovel with an overall length of not less than 46 inches and a filled backpack can (4 or 5 gallon) with hand pump shall remain in the immediate area for an hour after blasting has been completed.
- D. **Smoking:** Smoking shall not be permitted during fire season, except in a barren area or in an area cleared to mineral soil at least three feet in diameter. In areas closed to smoking, the CO may approve special areas to be used for smoking. The Partner shall sign designated smoking areas. Partner shall post signs regarding smoking and fire rules in conspicuous places for all employees to see. Partner's supervisory personnel shall require compliance with these rules. Under no circumstances shall smoking be permitted during fire season while employees are operating light or heavy equipment, or walking or working in grass and woodlands.
- E. **Storage and Parking Areas.** Equipment service areas, parking areas, and gas and oil storage areas shall be cleared of all flammable material for a radius of at least 10 feet unless otherwise specified by local administrative unit. Small mobile or stationary internal combustion engine sites shall be cleared of flammable material for a slope distance of at least 10 feet from such engine. The COR shall approve such sites in writing.



F. **Reporting Fires:** As soon as feasible but no later than 15 minutes after initial discovery, Partner shall notify Forest Service of any fires on SPA Area or along roads used by Partner. Partner's employees shall report all fires as soon as possible to any of the following Forest Service facilities and/or personnel listed below, but not necessarily in the order shown:

	Name	Office Address	Office telephone
Dispatch Center	Stanislaus Dispatch	Sonora, CA	209-533-1130
Nearest FS Station	Calaveras RD	Hathaway Pines, CA	209-795-1381
Program Manager	Carinna Robertson	Hathaway Pines, CA	209-459-9247
COR	Jon Swett	Hathaway Pines, CA	209-770-1065
District Ranger	Ray Cablayan	Hathaway Pines, CA	209-768-5252

When reporting a fire, provide the following information:

- Your Name
- Call back telephone number
- Project Name
- Location: Legal description (Township, Range, Section); and Descriptive location (Reference point)
- Fire Information: Including Acres, Rate of Spread and Wind Conditions.

G. **Communications:** Partner shall furnish a serviceable telephone, radio-telephone or radio system connecting each operating side with Partner's headquarters. When such headquarters is at a location which makes communication to it clearly impractical, Forest Service may accept a reasonable alternative location. The communication system shall provide prompt and reliable communications between Partner's headquarters (or agreed to alternative) and Forest Service via commercial or Forest Service telephone.

H. **Fire Patrolperson:** Partner shall furnish a qualified fire patrolperson each operating day when Project Activity Level C or higher is in effect. When on duty, sole responsibility of patrolperson shall be to patrol the operation for prevention and detection of fires, take suppression action where necessary and notify the Forest Service as required. This Fire patrol is required on foot, unless otherwise agreed. By agreement, one patrolperson may provide patrol on this and adjacent projects. No patrolperson shall be required on Specified Road construction jobs except during clearing operations unless otherwise specified.

The Partner shall, prior to commencing work, furnish the following information relating to key personnel:

Title	<u>Name</u>	<u>Telephone Number</u>
Fire Supervisor		
Fire Patrolperson		



I. Clearing of Fuels: Partner shall clear away, and keep clear, fuels and logging debris as follows:

Welding equipment and stationary log loaders, yarders and other equipment listed in California State Law:	10 feet slope radius
Tail or corner haulback blocks:	All running blocks shall be located in the center of an area cleared to mineral soil at least 15 feet in diameter.
Lines near, between or above blocks:	Sufficient clearing to prevent line from rubbing on snags, down logs and other dead woody material.

6. EMERGENCY PRECAUTIONS

Partner's Operations shall conform to the limitations or requirements in the Project Activity Level (PAL) table below. Project Activity Levels applicable to this project shall be the predicted activity levels for the Fire Danger Rating Area(s), or fire weather station(s) stated in the SPA Area Map Legend.

Fire Danger Rating Area/Fire Weather Station for Project	P.A.L. Zone High North or Moderate
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The Forest Service, in its sole discretion, may change the predicted activity level if the current fire suppression situation, weather and vegetation conditions warrant an adjustment. If practicable, Forest Service will determine the following day's activity level by 6:00 PM. Partner shall obtain the predicted Project Activity Level from the appropriate Ranger District Office before starting work each day.

Phone Number or Website to obtain Predicted Activity Levels:	209-533-1130 (Stanislaus Dispatch)
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Forest Service may change the Project Activity Level Table to other values upon revision of the National Fire Danger Rating System. When Partner is notified, the revised Project Activity Levels will supersede the levels in the Project Activity Level Table below.

The Project Activity Level (PAL), and industrial operations fire precaution system will be used for this project. The PAL Zone High South RAWS will be used to calculate the Project Activity Level. The normal operating season is May 1 through October 31.

**PROJECT ACTIVITY LEVEL**

Level	<i>Project Activity Minimum Requirements and Restrictions. Restrictions at each level are cumulative.</i>
A	Minimum requirements noted above in Sections 4 and 5.
B	1. Tank truck, trailer, or approved CAFS substitute shall be on or adjacent to the Active Landing.
C	1. When Hot Saws or Masticators are operating, a tank truck, trailer, or approved CAFS substitute shall be within ¼ mile of these operations. Effective communications shall exist between the operator and the Active Landing. 2. Immediately after Mechanical Operations cease, Fire patrol is required for two hours.
D	1. Immediately after Hot Saw or Masticator operations cease, Fire patrol is required for three hours. 2. No Dead Tree felling after 1:00 PM, except recently dead. 3. No burning, blasting, welding or cutting of metal after 1:00 PM, except by special permit.



Level	<i>Project Activity Minimum Requirements and Restrictions. Restrictions at each level are cumulative.</i>
Ev	<p>1. The following activities may operate all day:</p> <ul style="list-style-type: none"> a) Loading and hauling logs decked at approved landings. b) Loading and hauling chips stockpiled at approved landings. c) Servicing equipment at approved sites. d) Dust abatement, road maintenance (Chainsaw use prohibited), culvert installation within cleared area, chip sealing, paving, earth moving or rock aggregate stockpile loading and installation (does not include pit or quarry development). e) Chainsaw and log processing operations associated with loading logs or other forest products at approved landings. <p>2. Hot Saws or Masticators may operate until 1:00 PM; provided that:</p> <ul style="list-style-type: none"> a) A tractor or other equipment with a blade capable of constructing fireline is on or adjacent to the active landing or within ¼ mile of the operating equipment. This piece of equipment shall have effective communication with the Hot Saw or Masticator. b) Any additional restrictions specified by the Forest. <p>3. All other conventional Mechanical Operations are permitted until 1:00 PM.</p> <p>4. Some operations may be permitted after 1:00 PM, on a case-by-case basis, under the terms of a PAL Ev Variance Agreement. Activities for which a Variance may be issued are:</p> <ul style="list-style-type: none"> • Rubber Tire Skidding • Chipping on Landings • Helicopter Yarding • Fire Salvage <p>When approved by a Line Officer, a Variance Agreement can be implemented when the criteria specified in the agreement are met and mitigation measures are in place. This approval is good for ten (10) days unless cancelled sooner or extended by the Contracting Officer for an additional ten (10) days. Variance approval can be withdrawn at the sole discretion of the Forest Service. Variance approval is contingent on the 7-day fire weather forecast, fuel conditions, site characteristics, current fire situation, state of Partner's equipment for prevention and suppression readiness, type of operation and social and Partner community considerations etc. (See attached Project Activity Level Variance Agreement).</p>
E	<p>The following activities may operate all day:</p> <ul style="list-style-type: none"> 1. Loading and hauling logs decked at approved landings. 2. Loading and hauling chips stockpiled at approved landings. 3. Servicing Equipment at approved sites. 4. Dust abatement, road maintenance (chainsaw use prohibited) or loading stockpiles and rock aggregate installation (does not include pit or quarry development). 5. Chainsaw operation associated with loading at approved landings. <p>All other activities are prohibited.</p>



Region 5 Project Activity Level (PAL) Ev Variance Application/Agreement

Project Name: _____
 Agreement Number: _____
 Agreement Name: _____
 Request # __, for period: _____
 Units/Subdivisions Affected: _____

Location of operation:	
Slope	
Aspect	
Elevation	
Fuels on site	
Fuels in surrounding area	
7 Day PAL Outlook	
Short range predictions (Red Flags)	
Fuel Moistures	
Response time of suppression resources	
Potential for ignition	
RAWS location	
Current Fire Situation:	
Draw down information	
National Readiness Level	
Agreement considerations:	
Normal Operating Season	
Frequency of recent Partner fires in area	
Type of operation	
Partner's past/current performance & equipment readiness	
Other site-specific mitigation or precaution (i.e. Partner's proposals)	
Social & Community Considerations:	
Proximity of high value resources	
Sensitivity of location	



Proposed Actions:

Description of Mitigation Measures:

Remarks:

Fire Management Officer Concurrence

Date

Line Officer Approval

Date

I have considered the above request and determined the specified mitigation measures or actions must be implemented to continue operations in Project Activity Level Ev. Unless extended, the approval remains in effect for ten (10) calendar days unless cancelled sooner or extended by the Forest Service for an additional ten (10) days. At the sole discretion of the Forest Service, this variance can be modified and/or cancelled at no cost to the government.

G&A Specialist

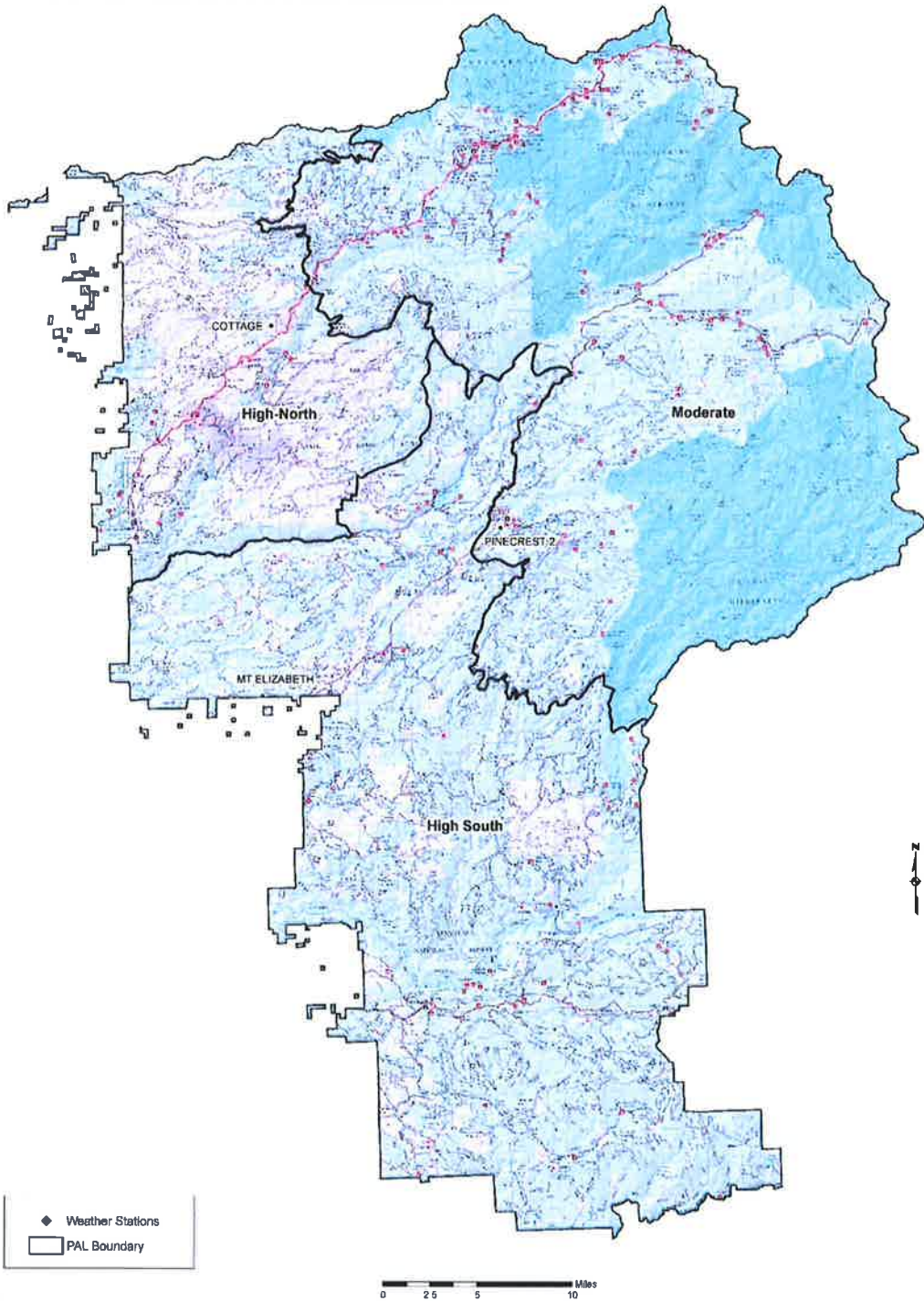
Date

Project Manager

Date



Stanislaus National Forest PROJECT ACTIVITY LEVEL ZONES





Appendix E
Project Area Maps

See Attachment.