

AMADOR
RESOURCE CONSERVATION DISTRICT
Mailing Address: 12200-B Airport Road, Jackson CA 95642

DIRECTORS
Steve Cannon, Carole Marz, Dan Port, Emily Taylor, Dr. Kelsi Williams
Associate Directors

REGULAR MEETING AGENDA

DATE: December 15, 2022 **TIME:** 3:00 p.m. **LOCATION:** 12200 B Airport Road, Jackson, CA

Other locations: Emily Taylor, 2035 River Edge Lane, Tetonia, ID,

Due to concerns about health & the need to maintain social distance, this meeting will allow for telephone attendance via conference call. If interested, please call (612)470-1917 & use PIN 294-465-236#. If you choose to attend via video conference, go to meet.google.com/hyh-zwww-ngn

ROLL CALL
AGENDA

Approval of agenda for this date; any and all off-agenda items must be approved by the Board of Directors Pursuant to Para 5495.2 of the government code.

ORAL COMMUNICATIONS BY THE PUBLIC FOR ITEMS NOT APPEARING ON THE AGENDA CONSIDERATION OF "EMERGENCY OR "SUBSEQUENT NEED" ITEMS NOT APPEARING ON THE AGENDA Cal. Gov't Code 54954.2(b)(2)

Item #	Time Allotted	Topic
1	3:05 – 3:10	Approval of itemized warrants.
2	3:10 – 3:15	Approval of minutes of past meetings
3	3:15 – 3:30	NRCS Report – Pam Hertzler
4	3:30 – 3:45	Treasurer Report – regular report
5	3:45 – 4:15	Executive Director Report – Amanda Watson NOE for Mitchell Mine Maintenance project – action UCCE budget for Mitchell Mine project – review and action Changing regular meeting time – discussion & action
6	4:15 – 4:40	SAWQA – report. SAWQA Coordinator position
7	4:40	Adjourn.

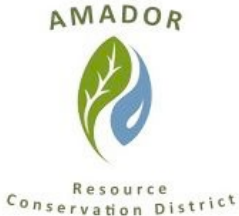
December 2022 - ARCD Board Meeting

Starting Warrant 22-107

Warrant Number	Amount	Pay to	Project	Notes	Approved by	Status
22-107	\$196.50	Balancing the Books	Admin	October 2022 Payroll	AW	delivered 11/18/22 DS
22-108	\$1,596.38	ACES Waste Services	Chipping 1	Inv 644157 Oct 2022	AW	delivered 11/18/22 DS
22-109	\$121.99	City of Jackson	Garden	Water Bill 09/20/22 - 10/20/22	AW	delivered 11/18/22 DS
22-110	\$1,799.00	ParcelQuest	SAWQA	2023 -24 Early Renewal	AW	delivered 11/18/22 DS
22-111	\$966.75	Jill Damskey	SAWQA	2nd Qtr 2022	AW	delivered 11/18/22 DS
22-112	\$1,041.28	ACES Waste Services	Chipping 2	Inv 650113 Nov 2022		
22-113	\$64.03	City of Jackson	Garden	Water Bill 10/20/22 - 11/20/22		
22-114	\$251.33	Balancing the Books	Admin	Nov 2022 Payroll		
22-115	\$8,605.30	Mason, Bruce, and Girard	Jackson Creek	Inv 31745 Oct 2022		
22-116	\$1,508.50	Molly Taylor	Jackson Creek/HSP	Inv 11.30.22		
22-117	\$8,040.57	Timber Ridge	Chipping 2	Inv 213 Nov 2022 Chipping		

ARCD Income

Check Date	Amount	Check From	Project	Notes	Status
11/1/2022	\$62,508.03	NFWF	Three Meadows	Final Payment	ACH 11/1/22



12200-B Airport Rd
Jackson, CA 95642
Phone: 209-223-65643
Email: ARCD@amadorrccd.org
Web: www.amadorrccd.org

Directors
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Minutes for Regular Meeting 17 November 2022

Called to order on 17 November 2022 at 3:00 p.m. at 12200-B Airport Road, Jackson, CA

Present were: Directors Cannon, Marz, Port, Taylor & Williams
Executive Director Amanda Watson

Others attending: Johnnie Siliznoff, Pam Hertzler, Liz Lucas

Motion to approve the agenda by Director Williams, 2nd by Director Taylor, Roll call vote:
Port – Aye, Marz – Aye, Williams – Aye, Cannon – Aye. . Motion passed

No oral communications

Warrants: #22-095 \$7629.61 to Tuolumne RCD for RCPP, #22-106 \$17,085.40 to Mason Bruce & Girard, 22-196 \$10,000 to Spencer Smith, 22-104 \$3173. Motion to approve warrants made by Director Taylor, 2nd by Director Marz. Roll call vote: Port – Aye, Marz – Aye, Williams – Aye, Cannon – Aye. Motion passed

Minutes for October 2022 – Director Williams moved to approve, 2nd by Director Taylor. Roll call vote: Port – Aye, Marz – Aye, Williams – Aye, Cannon – Aye. . Motion passed

NRCS Report: Pam Hertzler reported that EQIP backlogged applications for range management have been worked through using other NRCS personnel. March is deadline for EQIP. Auburn forester has been working with Garrett and Tamryn. \$52 million coming to California for EQIP.

Johnnie Siliznoff reported that a Pathways forester will be coming to the Jackson office. A District Conservationist candidate is possible for mid-January. Also that the Central Sierra cluster Water Conservation fund is available for H2O conservation for agricultural users. Also that the Fresno office of NRCS will be staffing 2 program support officers. These people will have responsibility for 2 counties per support officer.

Treasurer report: Dana reported that our accounts are in good shape. Report attached.

Holiday party: No specific date set. Director Williams moved to allocate a NTE \$1500 for the party. 2nd by Director Taylor. Roll call vote: Port – Aye, Marz – Aye, Williams – Aye, Cannon – Aye. . Motion passed

AMADOR



Resource
Conservation District

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Change of Meeting time: Discussion about the convenience that would result in changing the meeting time to 2:00 p.m. so that staff has time after the meeting to deal with issues that come up during the meeting. Director Williams moved to change the meeting time to 2:00 p.m. 2nd by Director Marz. Roll call vote: Port – Aye, Marz – Aye, Williams – Aye, Cannon – Aye. Motion passed

Executive Director Report: Tamryn is doing well and the partnership between the Fire Safe Council and the RCD is also doing well in terms of shared employee work. Amanda needs to talk with Jon Hopkins and Greg Gillotte about the 3 Meadows project claim by LGM Construction. We did not receive the Strategic Growth Council grant for amending the soil HUB capacity building.

BLM Land in Pine Grove: Liz Lucas of BLM explained the process for the acquisition of BLM lands by entities like the ARCD. Three avenues are – acquisition under the Recreation and Public Purposes Act; a Land Use Permit; or NRCS could acquire the land through a “withdrawal”. Ms Lucas offered to provide any help that the RCD might need if we decide to move forward with applying for BLM land acquisition.

SAWQA: Costs will be lower this next year, but given the need to ensure that we have one year’s estimated costs in reserve, we will need to increase the fees paid by members. After discussion of the desire to keep fees at a reasonable level and that SAWQA still has lower fees than most other alliances, a motion was made by Director Williams to raise the 2023 fees by \$0.50/acre of irrigated land. The motion was seconded by Director Taylor. Roll call vote: Port – Aye, Marz – Aye, Williams – Aye, Cannon – Aye. Motion passed.

Motion to adjourn at 5:17 p.m. by Director Williams. 2nd by Director Marz. Roll call vote: Port – Aye, Marz – Aye, Williams – Aye, Cannon – Aye. Motion passed

Grant Progress Tracking 11/30/22

ARCD	<u>Grant Period</u>	<u>Amount Awarded</u>	<u>Direct Cost</u>	<u>Indirect Cost</u>	<u>Remaining Advance</u>	<u>Amount Received</u>	<u>Invoiced</u>	<u>Amount remaining</u>
Three Meadows (NFWF)		\$ 440,439.12	\$ 411,455.00	\$ 28,984.12	\$ -	\$ 439,535.61		\$ -
Three Meadows (PGE)		\$ 63,000.00	\$ 63,000.00		\$ -	\$ 63,000.00		\$ -
Jackson Creek Watershed 8GG20624	11/15/2021 - 3/31/2025	\$ 3,603,152.00	\$ 3,217,100.00	\$ 386,052.00	\$ 31,084.51	\$ 24,915.49		\$ 3,547,152.00
Chipping - Round 1 19 SFA 143745	extended to 10/31/2022	\$ 190,340.00	\$ 184,400.00	\$ 5,940.00		\$ 95,285.31	\$ 93,876.93	\$ -
Chipping 2021 - Round 2 5GG20102	11/2021 - 3/15/2025	\$ 718,292.00	\$ 652,993.00	\$ 65,299.00				\$ 718,292.00
NACD 2021 - Round 4	5/28/2021 - 6/30/2022	\$ 100,000.00	\$ 100,000.00	\$ -	\$ 27,807.59	\$ 72,192.41		\$ -
Mitchell Mine Fuel Break 2CA05282	6/10/2021 - 6/9/2024	\$ 327,700.00	\$ 294,930.00	\$ 32,770.00				\$ 327,700.00
RCPP	5/15/2019 - 4/1/2023	\$ 312,362.00	\$ 312,362.00	n/a		\$ 253,380.87	\$3,583.45	\$ 55,397.68
Healthy Soils - Round 1 19-0876-000-SO	1/13/2020 - 3/31/2023	\$ 59,996.28	\$ 49,996.90	\$ 9,999.38		\$ 27,586.59		\$ 32,409.69
Healthy Soils - Round 2 21-0540-000-SG	10/1/2021 - 10/1/2024	\$ 60,000.00	\$ 50,000.00	\$ 10,000.00		\$ 10,888.36		\$ 49,111.64
AFSC Staff Time							\$ 23,203.37	
SAWQA Staff Time								
		<u>\$ 5,875,281.40</u>	<u>\$ 5,336,236.90</u>	<u>\$ 539,044.50</u>	<u>\$ 58,892.10</u>	<u>\$ 986,784.64</u>	<u>\$ 120,663.75</u>	<u>\$ 4,730,063.01</u>

*Deferred Rev

*Accounts Rec

SAWQA

	<u>Amount Billed</u>	<u>Amount Received</u>	<u>Amount Due</u>
Member Fees	\$306,545.00	\$305,875.82	\$669.18

Notes:

NACD Grant: - This grant doesn't allow for indirect costs, so we use a loaded rate. It also allows for 75% of the grant time to be used on NRCS projects and the other 25% to be used on RCD projects. This is how we show match funds for the chipping grant.

Mitchel Mine: - We can invoice on a regular ARCD invoice. This is a reimbursable grant, so no advances allowed.
 - Additonal CEQA was required for the herbicide portion of the grant. AFSC paid a forester to do this work, so we may owe AFSC for this work

Amador Resource Conservation District Profit & Loss Budget vs. Actual

Accrual Basis

July through November 2022

	Jul - Nov 22	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
45000 · Investments				
45030 · Interest-Savings, Short-term CD	458.22	1,000.00	(541.78)	45.8%
Total 45000 · Investments	458.22	1,000.00	(541.78)	45.8%
46400 · Other Types of Income				
46420 · Partnership Contracts	26,890.90	105,072.00	(78,181.10)	25.6%
Total 46400 · Other Types of Income	27,090.90	105,072.00	(77,981.10)	25.8%
47890 · Program Income				
47891 · Grant Income	220,201.35	827,974.00	(607,772.65)	26.6%
47894 · Admin Fee (Indirect Cost)	13,838.33	115,607.00	(101,768.67)	12.0%
Total 47890 · Program Income	234,039.68	943,581.00	(709,541.32)	24.8%
Total Income	261,588.80	1,049,653.00	(788,064.20)	24.9%
Gross Profit	261,588.80	1,049,653.00	(788,064.20)	24.9%
Expense				
50100 · Payroll Expenses				
50100-1 · Payroll Expense	84,214.93	192,807.00	(108,592.07)	43.7%
Total 50100 · Payroll Expenses	87,412.39	192,807.00	(105,394.61)	45.3%
51000 · Insurance				
51500 · Insurance - Liability, D and O	5,693.58	6,000.00	(306.42)	94.9%
Total 51000 · Insurance	5,106.56	6,000.00	(893.44)	85.1%
52000 · Memberships and Dues	2,684.36	3,000.00	(315.64)	89.5%
52200 · Office Expenses				
52200-1 · Office Equipment	769.78	2,000.00	(1,230.22)	38.5%
52200-2 · Postage, Mailing Service	232.00	200.00	32.00	116.0%
52200-3 · Printing and Copying	493.26	1,200.00	(706.74)	41.1%
52200-4 · Supplies	161.77	1,000.00	(838.23)	16.2%
52200-5 · Telephone, Telecommunications	418.03	1,200.00	(781.97)	34.8%
52200-6 · Advertising	666.00	1,500.00	(834.00)	44.4%
52200-7 · Software	414.51	3,000.00	(2,585.49)	13.8%
Total 52200 · Office Expenses	3,189.16	10,100.00	(6,910.84)	31.6%
52300 · Professional Services				
52321 · Auditor's Services		10,000.00	(10,000.00)	
52383 · Bookkeeping	1,574.61	4,000.00	(2,425.39)	39.4%
52300 · Professional Services - Other		5,000.00	(5,000.00)	
Total 52300 · Professional Services	15,007.13	19,000.00	(3,992.87)	79.0%
52800 · Special Departmental Expenses				
52800-1 · Community Garden	607.22	1,200.00	(592.78)	50.6%
52800-3 · Fair Booth		600.00	(600.00)	
52822 · Mini Grants		5,000.00	(5,000.00)	
Total 52800 · Special Departmental Expen...	607.22	6,800.00	(6,192.78)	8.9%
52900 · Travel and Meetings				
52905 · Travel and Transportation				
52905-1 · Mileage	372.25	3,000.00	(2,627.75)	12.4%
52905 · Travel and Transportation - Ot...	281.87	500.00	(218.13)	56.4%
Total 52905 · Travel and Transportation	654.12	3,500.00	(2,845.88)	18.7%
52910 · Convention and Meetingd	1,296.00	2,000.00	(704.00)	64.8%
Total 52900 · Travel and Meetings	1,950.12	5,500.00	(3,549.88)	35.5%
54138 · Contractor Services				
54138-1 · Groundwork Contractor	32,853.68	577,270.00	(544,416.32)	5.7%
54138-2 · Professional Service Contractor	42,733.31	150,325.00	(107,591.69)	28.4%
Total 54138 · Contractor Services	97,251.49	727,595.00	(630,343.51)	13.4%
65100 · Other Types of Expenses				
65160 · Other Costs	50.00	9,733.00	(9,683.00)	0.5%
Total 65100 · Other Types of Expenses	50.00	9,733.00	(9,683.00)	0.5%
Total Expense	223,922.06	980,535.00	(756,612.94)	22.8%
Net Ordinary Income	37,666.74	69,118.00	(31,451.26)	54.5%
Other Income/Expense				
Other Expense				
80000 · Ask My Accountant		25,000.00	(25,000.00)	
Total Other Expense		25,000.00	(25,000.00)	
Net Other Income		(25,000.00)	25,000.00	
Net Income	37,666.74	44,118.00	(6,451.26)	85.4%

Amador Resource Conservation District

12/13/22

Balance Sheet

Accrual Basis

As of November 30, 2022

	<u>Nov 30, 22</u>
ASSETS	
Current Assets	
Checking/Savings	
101768 · Sac/Ama Water Quality Alliance	400,546.47
101769 · Amador RCD	231,602.03
Total Checking/Savings	632,148.50
Accounts Receivable	
11000 · Accounts Receivable	120,663.75
Total Accounts Receivable	120,663.75
Other Current Assets	
12000 · Undeposited Funds	2,687.06
Total Other Current Assets	2,687.06
Total Current Assets	755,499.31
TOTAL ASSETS	<u>755,499.31</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	76.00
Total Accounts Payable	76.00
Other Current Liabilities	
24000 · Payroll Liabilities	3,178.36
24500 · Accrued Time Off	1,969.23
25800 · Unearned or Deferred Revenue	58,892.10
Total Other Current Liabilities	64,039.69
Total Current Liabilities	64,115.69
Total Liabilities	64,115.69
Equity	
30000 · Opening Balance Equity	714,685.99
32000 · Retained Earnings	-48,486.39
Net Income	25,184.02
Total Equity	691,383.62
TOTAL LIABILITIES & EQUITY	<u>755,499.31</u>

Amador Resource Conservation District

SAWQA Profit & Loss

July through November 2022

	<u>Jul - Nov 22</u>
Ordinary Income/Expense	
Income	
45000 · Investments	
45030 · Interest-Savings, Short-term CD	206.71
Total 45000 · Investments	206.71
47890 · Program Income	
47895 · SAWQA Member Fees	487.70
Total 47890 · Program Income	487.70
Total Income	694.41
Gross Profit	694.41
Expense	
51000 · Insurance	
51500 · Insurance - Liability, D and O	2,809.72
Total 51000 · Insurance	2,809.72
52200 · Office Expenses	
52200-2 · Postage, Mailing Service	76.00
52200-7 · Software	3,598.00
Total 52200 · Office Expenses	3,674.00
52300 · Professional Services	
52300-2 · Project Administration	732.55
Total 52300 · Professional Services	732.55
54138 · Contractor Services	966.75
54200 · Partner Payments	3,622.74
Total Expense	11,805.76
Net Ordinary Income	-11,111.35
Net Income	<u><u>-11,111.35</u></u>



State of California
 The Natural Resources Agency
 California Department of Forestry and Fire Protection

NOTICE OF EXEMPTION

PROJECT TITLE	Mitchell Mine Fuel Break Maintenance		
PROJECT LOCATION	Sec 1 & 2, T6N, R11E. Sec 25&36, T7N,R11E. Sec 3, T6N,R12E. Sec 26,27,28,29,30,33 &34, T7N, R12E, MDB&M	COUNTY	Amador
LEAD AGENCY	Amador Resource Conservation District		
CONTACT	Steve Q. Cannon, President, Amador RCD		
ADDRESS	12200 B Airport Road Jackson, CA 95642	PHONE	(209) 223-3581

Project Description

The Mitchell Mine Fuel Break was constructed as a linear feature approximately 300-400 feet wide and approximately 10.5 miles long north of the town of Pine Grove in 2019 to 2021. The fuel break covers approximately 255 acres. The fuel break begins on the east end at Hwy 88 and the Aqueduct Road intersection and runs north and west to the intersection of Ridge Road and Hamricks Grade Road. This fuel break generally runs along the major ridge lines. The Mitchell Mine shaded fuel break was constructed using a combination of treatments which included mastication, hand thinning, chipping and pile burning. Ladder fuels were reduced by pruning residual trees and treating this associated slash. The objective of this initial treatment was to reduce surface and ladder fuels, and to achieve canopy spacing to mitigate the threat of wildfire to private property. The construction of this fuel break was funded by a CAL FIRE grant.

This project will now maintain the Mitchell Mine Fuel Break. The fuel break is showing signs of re-vegetation, which will compromise the future effectiveness of the fuel break. This project will maintain this fuel break through a variety of treatment methods, including mechanical mastication, herbicide application, hand lopping, or the hand-cutting, piling and burning of vegetation, grazing, lopping, flaming of root crowns, and other methods. The overall objective of this project is to reduce invasive vegetation to increase the long-term effectiveness of the fuel break.

The goal is to maintain this fuel break into perpetuity under the current CEQA document.

EXEMPTION STATUS

- Categorical Exemption Type/Section: CEQA Article 19 Categorical Exemptions 15304 pertaining to fuels reduction
- Statutory Exemption (state code section):
- Ministerial (§21080(b)(1); 15268)
- Declared Emergency (§21080(b)(3); 15269(a))
- Emergency Project (§21080(b)(4); 15269(b)(c))

REASONS PROJECT IS EXEMPT

This project fits under the description for a Class 1 Categorical Exemption to CEQA. Amador RCD staff conducted an environmental review to confirm that no exceptions apply which would preclude the use of a Notice of Exemption for this project. The Amador RCD has concluded that no significant environmental impact would occur to aesthetics, agriculture and forestland/timberland, air quality, biological resources, cultural resources, energy, geology and soils, greenhouse gas emissions, hazards and hazardous materials, hydrology and water quality, land use planning, mineral resources, noise, population and housing, public services, recreation, transportation/traffic, utilities and service systems, or wildfire. Documentation of the environmental review completed by the Amador RCD staff is kept on file at the Amador RCD office in Jackson, CA.

DATE RECEIVED FOR FILING

Steve Q. Cannon, President Amador Resource Conservation District	Date
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AGREEMENT NO. Y
between
AMADOR RESOURCE CONSERVATION DISTRICT
and
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

THIS AGREEMENT is entered into by and between the Amador Resource Conservation District, hereinafter called "ARCD", and The Regents of the University of California for the Division of Agriculture and Natural Resources, hereinafter called "UC".

WHEREAS, this agreement is for the performance of a portion of the work originally awarded to ARCD from California Department of Forestry and Fire Protection Agreement 2CA05282, in support of the project entitled "Maintenance of the existing Mitchell Mine Fuel Break" the parties agree to the following terms and conditions:

NOW THEREFORE, ARCD and UC mutually agree to the following terms and conditions:

524785960. General. The terms of this Agreement are intended to be in concert with the terms and conditions of the Prime Agreement and UC hereby agrees to be bound by the terms and conditions of the Prime Agreement incorporated herein as Exhibit A. For all actions requiring Prime Sponsor's prior approval, as identified in the Prime Agreement, UC must obtain prior written approval from ARCD.

524785961. Statement of Work. UC shall supply all personnel, equipment, and material necessary to accomplish the services in accordance with the attached Exhibit B, which is incorporated herein and made a part of this agreement.

524785962. Term of Agreement. The term of this contract shall be from January 01, 2023 through May 1, 2024.

524785963. Allowable Costs. ARCD will reimburse UC actual costs for the performance of work under this agreement in the amount not to exceed **\$40,037 US (Forty Thousand Thirty seven Dollars)** in accordance with the Subaward Budget incorporated into this agreement as Exhibit C. ARCD shall not be liable for any payment in excess of this amount.

524785964. Payments. ARCD shall reimburse UC for allowable costs incurred by UC under this agreement. Invoices referencing the agreement number and itemizing expenses incurred by major budget category shall be submitted to: Dana Simpson (dana@amadorrccd.org) and amanda@amadorrccd.org All invoices shall include at a minimum current and cumulative costs (including cost sharing), Subaward number, and certification as to truth and accuracy of invoice as required in 2 CFR 200.415. By submitting a signed invoice, the UC certifies that all necessary performance goals have been reached and all activities funded by this subaward were carried out for authorized purposes. UC will submit a final invoice and statement of costs incurred, marked "FINAL", within thirty (30) days after the expiration date of this agreement. All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against UC. ARCD reserves the right to reject an invoice.

524785965. Principal Contacts. For Technical Matters: ARCD's principal investigator Amanda Watson is responsible for the overall conduct of the project, including its technical monitoring and guidance.

UC's Scott Oneto, is responsible for UC's portion of the project. No substitution may be made of UC's principal investigator without prior written approval from ARCD.

For UC business matters: Kendra Rose, Contracts and Grants Officer, Division of Agriculture and Natural Resources, ANR Building, 2801 Second Street, Davis, California 95618. Phone: (530) 750-1276; e-mail: ktrose@ucanr.edu; ocg@ucanr.edu.

8. Reporting requirements: Performance reports shall be provided to Amanda Watson, in accordance with the Prime Agreement deadlines, attached herewith as Exhibit A and made a part of this agreement.
9. Data, Publications and Copyrights.
 - a. Each party shall have the right to publish and disseminate information derived from the performance of work under this Agreement. Qualification for authorship shall be in keeping with generally accepted criteria. UC's Principal Investigator shall supply a copy of any such publication(s) or reports to ARCD's Principal Investigator for review and comment at least thirty (30) days prior to release
 - b. An acknowledgement of Prime Sponsor's support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this project, as detailed in the Prime Agreement.
 - c. Subject to its legal ability to do so, UC hereby grants ARCD the right to use data generated in the performance of this Agreement for the purpose of education and research or to the extent required to meet ARCD's obligations under the Prime Agreement. UC acknowledges the rights of the Prime Sponsor to use such data.
 - d. Subject to its legal ability to do so, UC hereby grants to ARCD and the Prime Sponsor an irrevocable, royalty-free, non-transferable, non-exclusive right and license to reproduce, make derivative works, distribute, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/ or database) created by UC in the performance of this Agreement for noncommercial purposes within ARCD's mission of teaching, research and public service and to authorize others to do so for federal purposes to the extent required to meet ARCD's obligations under the Prime Agreement.
10. Intellectual Property. The determination of rights in ownership and disposition of inventions resulting from the performance of the Statement of Work ("Subject Inventions") and the administration of patents will be in accordance with 37 CFR 401 and the terms of this Subaward. UC agrees to comply with regulations regarding inventions pursuant to 37 CFR Part 401.
11. Independent Capacity. In the performance of this agreement, UC and the agents and employees of UC shall act in an independent capacity and not as officers or agents of ARCD.
12. Indemnity. UC shall defend, indemnify and hold ARCD, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of UC, its officers, agents or employees.

ARCD shall defend, indemnify and hold UC, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of ARCD, its officers, agents or employees.

13. Insurance. UC represents that it carries sufficient insurance coverage to comply with the requirements of federal, state and local laws as well as its obligations under this Subaward.
14. Protection from Reprisal. In accordance with 48 CFR 3.908 Pilot Program for Enhancement of Contractor Employee Protections. UC is hereby notified that they are required to:
 - a. Inform their employees working on any Federal award that they are subject to the whistleblower rights and remedies of the pilot program;
 - b. Inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and;
 - c. UC will include such requirements in any agreement made with a subcontractor or subgrantee
15. Audit. UC assures ARCD that it complies with 2 CFR 200 Subpart F and that it will notify ARCD of completion of required audits and of any adverse findings which impact this subaward. UC shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs and disbursements incurred relative to this agreement. UC shall make these materials available for inspection at UC's offices at reasonable times during the performance period of this agreement and for three (3) years from the date of respective disbursements. If ARCD conducts a formal audit of UC's use of funds under this Agreement and the audit reveals deficiencies, ARCD will issue a management decision to the UC based on an evaluation of the audit findings and what corrective action, if any, the UC must implement. UC must initiate and proceed with corrective action as rapidly as possible and corrective action should begin no later than upon receipt of the audit report.
16. Disputes. Resolution of disputes of a technical nature shall be resolved through good faith negotiations. Any dispute arising under or related to this Agreement shall be resolved to the maximum possible extent through negotiations and settlement. Failing settlement, despite good faith efforts by both parties, any such unresolved issues shall be arbitrated in accordance with the American Arbitration Association.
17. Termination. Either party may terminate this agreement for any reason by providing the other party with thirty (30) days advance notice in writing. In the event of termination, UC shall take all reasonable measures to prevent further costs to ARCD under this agreement, and ARCD shall reimburse UC for all costs and uncancellable obligations incurred by UC in the performance of this agreement prior to the date of termination but only up to the undisbursed balance of funding authorized in this agreement.
18. Assignment. Neither party may assign this Subaward or any interest therein without the written consent of the other party.
19. Amendment. This agreement constitutes the entire agreement between the parties regarding the subject matter herein. ARCD may issue non-substantive changes to the Period of Performance and budget Unilaterally. Unilateral modifications shall be considered valid 14 days after receipt unless otherwise indicated by UC. Except as expressly set forth in this section, any modifications to this agreement shall be made in writing and must be signed by the authorized representatives of both parties.
20. Certifications. UC certifies that:
 1. It is not delinquent on the repayment of any federal debt;

2. It is presently not debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from covered transactions by any federal department or agency;
3. It is in compliance with the Drug-Free Work Place Act of 1988;
4. It is in compliance with Public Law 101-122, Section 1352 which covers restrictions regarding lobbying;
5. UC shall complete electronic annual representations and certifications at <https://www.sam.gov> (System for Award Management, or SAM) (see FAR 4.1102). SAM includes all registrations and certifications previously found in CCR/FedReg, ORCA, and EPLS.
 - (1) UC shall update the representations and certifications submitted to SAM as necessary, but at least annually, to ensure they are kept current, accurate, and complete. The representations and certifications are effective until one year from date of submission or update to SAM.
 - (2) When any of the conditions in paragraph (b) of the clause at 52.219-28, Post-Award Small Business Program Representation, apply, if UC represented that it was a small business prior to award of this Subaward, it must update the representations and certifications in SAM as directed by the clause. If UC represented that it was other than a small business prior to award of this Subaward, it may update the representations and certifications in SAM as directed by the clause, if its size status has changed since the date of award.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year written below.

FOR: THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

FOR: AMADOR RESOURCE CONSERVATION DISTRICT

Kimberly Lamar Date
Associate Director, Contracts & Grants
University of California
Agriculture & Natural Resources
2801 Second Street
Davis, CA 95618-7717
Tax ID # 94-6036494
DUNS # 604591925_____

_____ Date

Exhibit B Scope of Work

Scott Oneto, Farm Advisor with University of California Cooperative Extension will serve as the Primary Investigator (PI) and conduct a brush control demonstration on the Mitchell Mine Fuel Break in Amador County that will be used for educational purposes for private landowners, pest control advisors, land managers, agency personnel, foresters, and other interested individuals. The demonstration will consist of testing several herbicides including organic alternatives at various rates and using multiple application techniques. One of the treatment methods that will be tested is a low volume technique called drizzle that reduces the amount of herbicide solution applied to a site. Traditional foliar applications are often applied from 30 gallons per acres up to 200 gallons per acre. The drizzle technique is applied at 3-5 gallons per acre and has been proven to be effective on many shrub and woody species. In addition to chemical treatments, non-chemical treatments will also be used including retreatment with mastication and grazing. Chemical treatments will be tested in both the Fall and Spring to demonstrate any timing differences in herbicide efficacy. The PI will be responsible for setting up the demonstration plot, applying the herbicides, data collection, and data analysis. The PI will also assist the Amador Resource Conservation District, Amador Fire Safe Council, and other project partners with educational outreach events and the development and dissemination of handouts.

A draft depiction of the site showing the approximate layout of the demonstration site.



Exhibit C

Budget

	Year 1 1/1/23 - 12/31/23	Year 2 1/1/24 - 5/31/24	Total
Salary	\$ 17,996	\$ 5,019	\$ 23,015
Fringe Benefits	\$ 7,657	\$ 2,168	\$ 9,825
Other Costs	\$ 356	\$ 101	\$ 457
Travel	\$ 300	\$ 150	\$ 450
Supplies	\$ 1,600	\$ 400	\$ 2,000
Indirect Costs	\$ 3,349	\$ 941	\$ 4,290
Total	\$ 31,258	\$ 8,779	\$ 40,037

Project Title:	Mitchell Mine Fuel Break Demonstration		
Sponsor:	Amador Resource Conservation District		
PI Name:	Scott Oneto	Period 1	Period 2
Unit Name:	UCCE Central Sierra	1/1/2023	1/1/2024
Start Date:	1/1/2023	Number of Months in Each Budget Period:	
Federal / Federal Flow-Thru?	No	CA State (not Flo	No
		12	5
		12/31/2023	5/31/2024

Salary		Annual Salary	% Effort Per Each Budget Period					Salary Escalation		Period 1	Period 2	Total
Name / Role			Per 1	Per 2	Per 3	Per 4	Per 5					
1	Scott Oneto	120,700	10.0%	5.0%				Fiscal Year	3%	\$ 12,251	\$ 2,590	\$ 14,841
2	Brian Allen	56,600	10.0%	10.0%				Fiscal Year	3%	\$ 5,745	\$ 2,429	\$ 8,174
3								Fiscal Year	3%	\$ -	\$ -	\$ -
4								Fiscal Year	3%	\$ -	\$ -	\$ -
Total Salaries										\$ 17,996	\$ 5,019	\$ 23,015

Benefits		Select Group	Includes projected FY increases					Period 1	Period 2	Total
Name / Role			Per 1	Per 2	Per 3	Per 4	Per 5			
1	Scott Oneto	A	41.90%	43.20%	43.20%	43.20%	43.20%	\$ 5,213	\$ 1,119	\$ 6,332
2	Brian Allen	A	41.90%	43.20%	43.20%	43.20%	43.20%	\$ 2,444	\$ 1,049	\$ 3,493
3		A	41.90%	43.20%	43.20%	43.20%	43.20%	\$ -	\$ -	\$ -
4		Select	0.00%	0.00%	0.00%	0.00%	0.00%	\$ -	\$ -	\$ -
5		Select	0.00%	0.00%	0.00%	0.00%	0.00%	\$ -	\$ -	\$ -
Total Benefits								\$ 7,657	\$ 2,168	\$ 9,825
Total Personnel Costs								\$ 25,653	\$ 7,187	\$ 32,840

Travel		International?		Period 1	Period 2	Total
		No	Yes			
1	Mileage to demonstration site			\$ 300	\$ 150	\$ 450
Total Travel Costs				\$ 300	\$ 150	\$ 450

Materials and Supplies		Period 1	Period 2	Total
1	Herbicides for trial	\$ 1,200	\$ -	\$ 1,200
2	Workshop postage / materials	\$ 400	\$ 400	\$ 800
Total Supplies		\$ 1,600	\$ 400	\$ 2,000

Other Costs		Period 1	Period 2	Total
1	GAEL	195.0%	200.9%	200.9%
Total Other Costs		\$ 356	\$ 101	\$ 457

Total Direct Cost	\$ 27,909	\$ 7,838	\$ 35,747
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Indirect Costs		Project Type:	Base Amount	Period 1	Period 2	Total
	Choose Base:	Other Sponsored Activity - Off Campus	\$ 27,909	\$ 7,838	\$ 35,747	
Total Indirect Cost		Total Direct Cost	\$ -	\$ -	\$ -	
		Enter Rate:	12%	\$ 3,349	\$ 941	\$ 4,290

Total Cost	\$ 31,258	\$ 8,779	\$ 40,037
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Subaward Budget Justification

Salary and Fringe:

UC ANR Principal Investigator Scott Oneto will devote 10% effort in Period 1 and 5% in Period 2. Brain Allen will devote 10% effort. A detailed breakdown of the budget is included.

Personnel costs will be incurred on a percent effort basis. Calculations include projected increases each fiscal year. Fringe benefits are calculated in accordance with our federally negotiated rate agreement. The current rate is 40.7% for academics and includes projected increases July 1 each year. The budgeted personnel costs include vacation, sick leave, and holiday pay in accordance with University payroll procedures and are consistently treated charges on all sponsored projects. The leave accrual assessment rates will be charged at the time of the salary expenditure. Administrative requirements from the University Terms and Conditions negotiated between the State, UC, and CSU systems shall take precedence over the Procedural Guide.

Travel costs are based on mileage reimbursement to and from the demonstration site located on Lupe Road in Pine Grove, CA at the federal reimbursement rate.

Other Costs: - GAEL - The University of California, Office of the President (UCOP) assesses each campus, and ANR, to fund the University's self-insurance program for general liability (GL), Auto Liability (AL), Auto Physical Damage (APD), and Employment Practices Liability (EPL). The ANR GAEL Rate is calculated as an assessment per \$100 of payroll and every unit in the Division is assessed this ANR GAEL Rate. The FY 21/22 rate is \$1.77 per 100 dollars of payroll and includes projected increases each fiscal year.

Indirect Costs:

Indirect Costs are calculated at the capped rate of 12% in accordance with CalFire grant applications. This rate is lower than our federally negotiated indirect cost rate agreement.

DRAFT 11/14/22

approved by ARCD 11/17/22

2022/23 SAWQA Budget

EXPENSES	2021/22 Budget	2021/22 Actual	2022/23 Budget
Sacramento Valley Water Quality Coalition			
52383 Monitoring and Reporting	\$ 255,381.02	\$ 248,193.92	\$ 165,676.16
52383 State Fees	\$ 134,189.67	\$ 131,283.33	\$ 140,739.35
52383 Last Year Carryover	\$ (11,720.28)		\$ (25,797.66)
Subtotal	\$ 377,850.41	\$ 379,477.25	\$ 280,617.85
Local Administration			
52250 Office Expense-Other Depts	\$ 25,000.00	\$ 20,963.76	\$ 21,402.91
52300 Project Administration	\$ 20,000.00	\$ 8,828.90	\$ 20,000.00
52383 Technical Assistance	\$ -	\$ -	\$ 2,000.00
51500 Insurance	\$ 1,653.78	\$ 2,145.91	\$ 2,200.00
52328 Audit	\$ 1,750.00	\$ -	\$ 3,500.00
52200 Office Expense	\$ 5,000.00	\$ 3,101.19	\$ 5,000.00
52382 Recordkeeping	\$ 20,000.00	\$ 1,615.00	\$ 20,000.00
Subtotal	\$ 73,403.78	\$ 36,654.76	\$ 74,102.91
Total	\$ 451,254.19	\$ 416,132.01	\$ 354,720.76

REVENUES			
Member Fees	\$ 300,000.00	\$ 305,755.79	\$ 346,300.00
Delinquent Fees	\$ -		
Fee Refunds	\$ -		
Interest	\$ 5,000.00	\$ 1,793.71	\$ 3,000.00
Totals	\$ 305,000.00	\$ 307,549.50	\$ 349,300.00

Balance This Year	\$ (146,254.19)	\$ (108,582.51)	\$ (5,420.76)
Carryover from last year	\$ 518,000.00	\$ 520,164.33	\$ 411,581.82
Approximate End of Year Balance	\$ 371,745.81	\$ 411,581.82	\$ 406,161.06

	Cost per Acre	Non-Delta Acres (irrigated)	Cost per Acre	Delta Acres (farmable)	Member Fees (includes Admin Fee)
2019/20	\$ 2.50	56,410	\$ 2.25	62,483	\$ 302,411.75
2020/21	\$ 2.50	54,000	\$ 2.25	50,000	\$ 268,300.00
2021/22	\$ 2.75	104,531	n/a	n/a	\$ 308,260.25
2022/23	\$ 3.00	54,000	\$ 2.75	50,000	\$ 320,300.00
2022/23	\$ 3.25	54,000	\$ 3.00	50,000	\$ 346,300.00

option 1
option 2

\$40 per member	
520 payers	
Admin Fee:	\$20,800