



# Upper Mokelumne River Watershed Authority

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## Regular Governing Board Meeting

### **Agenda**

Friday, January 24, 2025 – 10:00 a.m.

McLean Hall, Pardee Center, 3535 Sandretto Rd, Valley Springs, CA 95252

*\*Zoom option available (see bottom of page for information)*

#### ROLL CALL

#### PLEDGE OF ALLEGIANCE

PUBLIC COMMENT: When responding to a matter not on the agenda, state law limits a Board member to providing a brief response, asking clarifying questions, and/or referring it to staff.

#### AUTHORITY BUSINESS:

#### Recommended Action

- |  |                            |
|--|----------------------------|
| 1. Board Meeting Minutes of October 4, 2024                  | Approve by Motion          |
| 2. Treasurer's Report - 4th Quarter FY 2024                  | Accept for Filing          |
| 3. Phase 1 - Forest Projects Plan Implementation Report      | Approve by Motion          |
| 4. Phase 2 - MAC Forest Health and Resilience Project Report | Approve by Motion          |
| 5. SWCA Environmental - Aspen Project Archeological Services | Approve by Motion          |
| 6. Mother Lode Land Trust Agreement 2025 - 2026              | Approve by Motion          |
| 7. Presentation on Wildfire Impacts (R. Farrington)          | Discussion/Possible Action |
| 8. Legislative Issues Update                                 | Discussion/Possible Action |

#### BOARD MEMBER COMMENTS:

9. Board Member Comments

#### EXECUTIVE OFFICER REPORT:

10. Executive Officer's Oral Report

#### ADJOURNMENT:

- Next Regular Board Meeting: April 25, 2025, at 10:00 a.m. (EBMUD Mokelumne Watershed Headquarters Office, 15083 Camanche Pkwy S. Valley Springs)

\*Jan 24, 2025 - Zoom link

<https://zoom.us/j/97665697297?pwd=njvrXxeUMQGWI7ZTuW3joJWi2njOxu.1>

Meeting ID: 976 6569 7297

Passcode: 357024

Requests for disability-related accommodations may be made to Lorna Barfield at 209.772.8286 or [Lorna.Barfield@ebmud.com](mailto:Lorna.Barfield@ebmud.com) no later than 48 hours before the meeting.



# Upper Mokelumne River Watershed Authority

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Agenda No: **1**

Meeting Date: January 24, 2025

Title:

Board Meeting Minutes of October 4, 2024

Recommended Action:

Approve the meeting minutes of October 4, 2024.

Summary:

The summary minutes of the October 4, 2024 Board meeting are included here for Board review and approval.

Friday, October 4, 2024 – 10:00 a.m.  
Governing Board Meeting  
Upper Mokelumne River Watershed Authority  
Pardee Lodge, Pardee Center, Valley Springs, CA 95252

**Summary Minutes**

**ROLL CALL**

Directors Terry Woodrow, Chair, Jeff Davidson, Vice-Chair, Richard Farrington, Jack Garamendi, Richard Blood, William Patterson and Ed Gonzalez were present at roll call. Director Brian Oneto joined the meeting at 10:12. Also present were Executive Officer (EO) Richard Sykes, Authority Council Greg Gillott, Authority Secretary Lorna Barfield, Authority Treasurer David Glasser and 20 visitors.

**PUBLIC COMMENT**

None

**AUTHORITY BUSINESS**

**1. Regular Meeting Minutes of August 16, 2024**

**Motion 24-24** to approve the meeting minutes of August 16, 2024, with modifications was made by Director Davidson, seconded by Director Gonzales, and carried by voice vote: Yea 7 – Nay 0 – Abstain 0.

**2. Treasurer’s Report – Third Quarter FY 2024**

**Motion 25-24** to accept the Treasurer’s Report for filing was made by Director Davidson, seconded by Director Garamendi, and carried by voice vote: Yea 7 – Nay 0 – Abstain 0.

Director Oneto joined the meeting at 10:12 changing the vote count to 8.

**3. Watershed Protection Fee**

Executive Officer (EO) Richard Sykes summarized discussions and recent input from member agency staff on the Watershed Protection Fee topic and requested input from the Board on a schedule and scope for developing a fee proposal. The Board discussed alternative options including direct agency funding, a county property assessment and modifying the reserves policy to supplement funds. Director Patteson stated that EBMUD would not support a watershed protection fee as customers are already struggling to pay their water bills. Directors Gonzales and Davidson also expressed concerns with including a fee on water agency customer bills.

The EO recommended that UMRWA staff work with agency staff to seek a consensus proposal for funding forest health work that lives within the spirit of the JPA and still achieving something meaningful towards forest health. The Board showed a willingness to work on solutions and decided this will be a process that will take some further study and time. Regular updates and discussions will continue in upcoming meetings.

Larry McKenney, General Manager of Amador Water Agency shared his appreciation towards the Board for continuing these discussions and suggested that the UMRWA water agencies consider contributions to the Forest Health Bond as an alternative to

fees place on water bills. Forest maintenance will be critical, and grants will become harder to get. A local funding stream is valuable towards this goal.

#### **4. Arbor Fuels Reduction Project (Bid Item 1) Contract Award**

2C Land and Timber advised staff it was not able to perform the work for the Arbor Fuels Reduction Project and turned down the contract awarded by the Board on August 16, 2024. Staff reached out to Markit! Forestry, the next highest rated contractor that proposed on the Arbor Project (RFP 24-03) Bid Item 1. The Board was asked to approve the recommended general services agreement with Markit! Forestry in the amount of \$1,341,428.90.

**Motion 26-24** to approve and authorize the Executive Officer to sign a General Service Agreement with Markit! Forestry in the amount of \$1,341,428.90 to perform the Arbor Fuels Treatment Project (Bid Item 1) was made by Director Davidson, seconded by Director Farrington, and carried by voice vote: Yea 8 – Nay 0 – Abstain 0.

#### **5. Aspen Restoration Project Archeological Survey Contract Award**

**Motion 27-24** to approve and authorize the Executive Officer to sign an Agreement with one of the top three archeological consultants approved by the UMRWA Board at its April 26, 2024, meeting for an amount not to exceed \$50,000 to provide archeological services for the Aspen Restoration Project was made by Director Gonzales, seconded by Director Blood, and carried by voice vote: Yea 8 – Nay 0 – Abstain 0.

#### **6. Biomass JPA Initiative Update**

Christiana Darlington presented the Board with an update regarding the California Forest Residual Aggregation for Market Enhancement (Cal FRAME) study and progress made in recent months to advance the biomass initiative. She summarized steps and specific recommended goals and shared that seed funding will not be available until the FY26/27 budget. The board expressed continued interest in the need to address the economics of removing forest biomass but have concerns over the complexity of this issue. They noted an expectation that UMRWA staff will fully evaluate the various Cal FRAME studies when they are complete and synthesize this information in a manner that facilitate policy level discussion and decision making.

#### **7. SWRCB Healthy Rivers (Voluntary Agreements) Update**

Mike Tognolini provided the Board with a brief update on the Healthy Rivers and Landscapes Program voluntary agreement. The State Water Board draft program expected to be released in September is now anticipated in October 2024. Mike shared that a recommendation is expected.

#### **8. Mountain Counties Water Resources Association (MCWRA) – Possible UMRWA Membership**

The Executive Officer made a recommendation regarding membership to MCWRA. MCWRA's legislative activities and efforts to promote state and federal funding of forest health work overlap with UMRWA interests and a membership at a relatively low cost is worthwhile to support these activities. MCWRA has indicated that an UMRWA membership would cost \$1,200 per year. The EO recommended and the Board agreed that they would re-consider membership on an annual basis depending upon value to UMRWA.

**Motion 28-24** to approve the application for an UMRWA membership to the MCWRA for one year was made by Director Gonzales, seconded by Director Farrington and carried by voice vote: Yea 8 – Nay 0 – Abstain 0.

## **9. Legislative Issues Update**

The Executive Officer stated that Proposition 4, if passed, shows substantial funding for Forest Health programs.

Director Farrington commented that H.R.8790 (Westerman) Fix Our Forests Act is currently in the senate, and recommended review of H.R.9760 (Huffman) Community Protection and Wildfire Resilience Act.

### **Board Member Comments:**

Director Oneto spoke on observations of timber stand burn survival and suggested that prescribed fire is one of the best possible treatment options. He recommended that controlled burns be performed in the spring when conditions are safe. Director Farrington shared a recent field trip visiting the rim of the Caldor Fire and is hoping a reduction of ladder fuels and the development of fuel break networks will help manage and control wildfire thus protecting Spotted Owls and achieving other goals.

Director Garamendi announced his retirement and that this will be his last UMRWA meeting. He thanked the Board and stated this meaningful committee, important work and cooperative approach have been a very positive experience. Director Davidson also thanked the Board and shared being proud of this agency and the work that has been done.

Director Patterson announced his EBMUD Board retirement and that this will also be his last meeting. He requested an UMRWA contact list so he can keep in touch.

### **Executive Officer Comments:**

The Notice of Intent has officially been posted. The EO remarked on this big milestone and the efforts of bringing two forests together.

**ADJOURNMENT:** Director Woodrow adjourned the meeting at 11:39 a.m. The next regular meeting will be held on January 24, 2025, at McLean Hall, Pardee Center.

### **SUBMITTED BY:**

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Lorna Barfield, Authority Secretary

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Terry Woodrow, Chair of the Board  
APPROVED: January 24, 2025



# Upper Mokelumne River Watershed Authority

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Agenda No: **2**

Meeting Date: January 24, 2025

Title:

Treasurer's Report – 4th Quarter FY 2024

Recommended Actions:

Accept for filing.

Summary:

The attached copy of the Treasurer's Report for the Fourth Quarter of fiscal year 2024, which ended September 30, 2024, will be presented at the Board meeting.

The Fourth Quarter Treasurer's Report shows the Member Funded budget was 97% expended at the close of the fiscal year (\$306,021). End of fiscal year grant expenditures totaled \$2,909,655, or 17% of the Grant Funded budget.

**UPPER MOKELUMNE RIVER WATERSHED AUTHORITY  
TREASURER'S REPORT  
STATEMENT FOR THE PERIOD ENDING SEPTEMBER 30, 2024**

Fiscal Year 2024 (begining Oct. 1, 2023)	Assessment, Grants & USFS	Budget FY 2024	Actual		
			Current Quarter	YTD	YTD %
<b>General Assessments &amp; Operating Revenue</b>					
Amador Agencies Funding	35,685	35,685	-	35,685	100%
Calaveras Agencies Funding	42,186	42,186	-	42,186	100%
EBMUD Funding	74,570	74,570	-	74,570	100%
Member Agencies Contribution	152,441	152,441	-	152,441	100%
Interest/Misc income (BF grant \$100k; Wells Fargo \$35k)	-	-	7,955	144,499	-
Applied Operating Reserve (Adjusted Bal. \$311,027)	161,559	161,559	-	-	0%
Misc Revenue	161,559	161,559	7,955	144,499	89%
<b>Total Assessments &amp; Operations Funding</b>	<b>314,000</b>	<b>314,000</b>	<b>7,955</b>	<b>296,940</b>	<b>95%</b>
<b>IRWM Grant Funding</b>					
CCWD - West Point WTP (Prop 1)	226,823	226,823	60,829	134,130	59%
CPUD - Jeff Davis WTP	589,785	589,785	3,180	8,769	1%
<b>Forestry/Watershed Funding</b>					
Sierra Nevada Conservancy - RFFCP 1701	271,608	271,608	10,919	10,919	4%
Sierra Nevada Conservancy - RFFCP (#969)	85,430	85,430	82,176	117,363	137%
Sierra Nevada Conservancy - Recovery & Resilience #1636 (FPP1)	4,739,056	4,739,056	198,719	198,719	4%
Sierra Nevada Conservancy - Recovery & Resilience #1646 (FPP2)	723,542	723,542	76,690	76,690	11%
CalFire Grant #1 (8GG21607) - Hwy 88 Project	4,576,709	4,576,709	1,021,756	1,492,998	33%
CalFire Grant #2 (8GG22614) - Arbor Project	6,999,934	6,999,934	483,156	928,126	13%
Wildlife Conservation Board	496,289	496,289	76,923	104,301	21%
<b>Total Grants and Other Funding</b>	<b>18,709,176</b>	<b>18,709,176</b>	<b>2,014,348</b>	<b>3,072,015</b>	<b>16%</b>
<b>TOTAL REVENUES &amp; FUNDING</b>	<b>19,023,176</b>	<b>19,023,176</b>	<b>2,022,303</b>	<b>3,368,955</b>	<b>18%</b>
<b>ASSESSMENT EXPENDITURES</b>					
<b>General Assessment (Administration)</b>					
Executive Officer		70,000	17,509	50,327	72%
Administrative Officer		90,000	37,471	109,401	122%
Website & Online Doc System (Streamline, GoogleDocs)		3,900	-	4,697	120%
CSDA & Liability Insurance		8,600	-	8,585	100%
<b>General Assessment (Operations)</b>					
MLLT - STE Watershed Program CY 2023		16,500	7,781	15,767	96%
Inter-agency Liaison & Board Support (LEI, Inc)		5,000	875	3,872	77%
Forest-related Grant Applications/Project Development (LEI, Inc)		70,000	19,038	69,007	99%
FPP-1 Implementation Plan (LEI, Inc)		15,000	236	14,841	99%
Forest Projects Plan - Phase 2 Support (Regine/LEI)		30,000	-	27,997	93%
Stantec FPP2 - Direct Only		2,000	510	1,527	76%
IRWM Grant Application/Project Development (W&C contract - \$7,840)		3,000	-	-	0%
<b>TOTAL ASSESSMENT EXPENDITURES</b>		<b>314,000</b>	<b>83,420</b>	<b>306,021</b>	<b>97%</b>
<b>GRANT and FORESTRY/WATERSHED FUNDING EXPENDITURES</b>					
<b>DWR Prop 1 Implementation Grant</b>					
CCWD - West Point WTP		215,235	56,375	121,076	56%
Woodard & Curran - invoicing & reporting		7,588	-	10,713	141%
WRA - agreement administration		4,000	-	3,680	92%
<b>DWR Prop 1 Grant - Round 2</b>					
CPUD - Jeff Davis WTP		566,225	-	-	0%
Woodard & Curran - invoicing & reporting		19,560	1,006	9,136	47%
WRA - agreement administration		4,000	-	-	0%
<b>SNC - RFFCP (#969)</b>					
Landmark Environmental Inc.		48,283	20,581	50,099	104%
L. Lucke (ACCG Support)		7,200	240	13,498	187%
<b>WCB - Aspen Restoration Project</b>					
Landmark Environmental Inc.		231,043	41,288	66,086	29%
Institute For Bird Populations		118,821	61,085	67,146	57%
InContext -Reserved for scientific field work		139,500	5,100	5,100	4%
<b>CalFire Grant #1 (8GG21607 - Hwy 88)</b>					
Landmark Environmental Inc.		447,038	129,254	195,927	44%
BurnBot		3,672,000	778,880	1,161,344	32%
<b>CalFire Grant #2 (8GG22614 - Arbor)</b>					
Landmark Environmental Inc. FPP1 [Ph 1 budget = \$5,857,631 + Indirect]		200,000	97,280	234,095	117%
Pyramid - Botanical (Arbor) (Initial contract \$53,817)		53,817	47,747	51,347	95%
InContext - Archeological (Arbor) (contract \$112,438)		112,438	82,919	82,919	74%
2C Land & Timber (Arbor 1)		1,344,078	-	-	0%
GTS Forestry (Arbor 2)		2,860,158	-	-	0%
GTS Forestry (Arbor 3)		682,541	-	-	0%
Uncommitted Phase 1		604,598	-	-	0%
Stantec FPP2 [Ph2 budget = \$506,000 + Indirect]		400,000	145,468	418,410	105%
Megan Layhee FPP2		55,000	8,338	40,265	73%
Executive Officer FPP2		45,000	8,155	37,044	82%
Administrative Officer FPP2		6,000	560	4,120	69%
<b>SNC - RFFCP 1701 (\$246,916 plus \$24,692 Indirect)</b>					
Char Sarkis (ACCG Admin)		55,046	783	783	1%
TBD (Tribal Liaison)		72,024	-	-	0%
TBD (Monitoring Coordinator)		89,616	-	-	0%
Megan Layhee (Project Management)		11,520	7,672	7,672	67%
Landmark Environmental (FPP1 Ground Truth & Project Portfolio)		18,710	1,471	1,471	8%
<b>SNC - Recovery &amp; Resilience (1636 - Birch) [\$4,231,300 + \$507,756 Indirect]</b>					
Stewardship West		316,500	111,562	111,562	35%
Landmark Environmental		58,500	-	-	0%
InContext - Archeological (contract \$83,075)		83,075	57,690	57,690	69%
Pyramid - Botanical (contract \$29,044)		29,044	25,460	28,860	99%
Redding Tree Growers (Birch 1)		940,959	-	-	0%
GTS Forestry (Birch 2)		718,551	-	-	0%
Uncommitted 1646		2,084,671	-	-	0%
<b>SNC - Recovery &amp; Resilience (1646 - FPP2 Plan) [\$646,020 + \$77,522 Indirect]</b>					
Stantec FPP2		565,920	111,325	111,325	20%
Regine Miller (Tribal Liaison - \$10k)		15,000	7,468	7,468	50%
Megan Layhee FPP2		36,100	2,673	2,673	7%
Executive Officer FPP2		28,000	6,930	6,930	25%
Landmark Environmental		1,000	1,216	1,216	122%
<b>TOTAL GRANT EXPENDITURES</b>		<b>16,968,359</b>	<b>1,818,526</b>	<b>2,909,655</b>	<b>17%</b>
<b>Total Project Expenses</b>		<b>17,282,359</b>	<b>1,901,946</b>	<b>3,215,676</b>	<b>19%</b>



# Upper Mokelumne River Watershed Authority

Agenda No: **3**

Meeting Date: January 24, 2025

Title:

Phase 1 - Forest Projects Plan Implementation Report

Recommended Action:

- (1) Approve Resolution 2025-01 for CalFire Forest Health Grant application (Dogwood).
- (2) Approve the updated Stewardship West rate schedule.

Summary:

The first full year of UMRWA’s implementation of Phase 1 Forest Projects Plan (FPP-1) ended on December 31st. This expanded initiative began in July 2023 with the Board approving the FPP-1 implementation strategy and setting 4,000 acres as the annual fuel treatment goal. The estimated cost to implement the 26,256-acre FPP-1 Plan was \$63M, with an annual fund-raising goal of \$10M.

This FPP-1 Implementation Report presents a wrap up of year 2024 accomplishments, a summary of recent activities in preparation for year 2025 implementation, and a quick look at where we stand after the first year of the 7-year FPP-1 program.

Year 2024 Wrap Up:

*Active Operations* - Two UMRWA contractors conducted treatment operations in 2024; Burnbot (hired in 2023), and Redding Tree Growers (hired in 2024). The end-of-year 2024 combined (mechanical and hand) treated acres total was 2,027 acres.

Project	Contractor	Amount	Mech Acres Contracted	Mech Acres Completed	Hand Acres Contracted	Hand Acres Completed	Funding (Expires)
Hwy 88	BurnBot	\$3,672,000	2,262	1,215	33	33	Cal Fire 1 (3/31/26)
Birch 1	Redding Tree	\$940,959	829	490	289	289	SNC 1636 (1/1/28)
			3,091	<b>1,705</b>	322	<b>322</b>	

*Funding/Grant Awards* - UMRWA was awarded a total of \$8.4M in FPP-1 grant funding in 2024; Sierra Nevada Conservancy (\$4.8M) and Wildlife Conservation Board (\$3.6M).

*Bridge Financing* - To ensure sufficient cash flow to timely pay contractors (30-days) UMRWA secured bridge financing through the \$4M Blue Forest Conservation Forest Resilience Bond.

*Contractor Procurements* - Staff conducted Request for Proposal processes and the Board awarded five fuel treatment contracts totaling \$6,543,638 to three contractors to treat 4,737 acres.



## Year 2025 Preparations:

*UMRWA Forest Team Planning Retreat* – The 15-member UMRWA team assembled at Pardee Center on December 5 for a full day planning retreat. The session’s primary focus was on lessons learned by the team in carrying out the 2024 program, and identifying steps to be taken by the team to be better prepared for 2025.

*Procuring New Funding/Grants* – The FPP-1 Plan sets an annual funding goal of \$10M. Two separate efforts are presently underway to secure a combined \$6M in FPP-1 funding in 2025.

- On January 15, Staff submitted a grant application to Cal Fire for \$3.9M in FPP-1 implementation funding for the Dogwood Project. A January 2024 Board resolution authorizing a Cal Fire grant application was included in the January 15 Dogwood grant submittal. However, it is uncertain if Cal Fire will accept the 2024 resolution, staff is recommending Board approval of Resolution No. 2025-01 (see Attachment 1).
- Additionally, staff will seek SNC’s agreement to apply \$2.1M of unassigned Birch Project funding (a consequence of lower than budgeted costs by Birch contractors hired by UMRWA in 2024) to additional FPP-1 acres. One additional funding source of at least \$4M will need to be secured to meet the \$10M target for 2025.

*Organizational Resources/Capacity* – UMRWA engaged Stewardship West in April 2024 to enhance and expand UMRWA’s capacity to implement FPP-1 projects. Stewardship West assumed operational and administrative control of the Birch Project mid-year and has performed these roles at a high level. Due to the challenges of hiring and retaining qualified personnel to work long seasonal hours in remote areas on the watershed Stewardship West has requested adjustments be made to its labor rates. The Stewardship West contract is 100% grant funded and these rate changes do not affect the total cost of the contract. Staff is recommending the Board approve the updated Stewardship West rate schedule as shown on Attachment 2.

A potential opportunity to further step up UMRWA’s FPP-1 implementation capacity is under discussion with the National Forest Foundation. The NFF is a national not-for-profit organization with a significant presence in California. Staff have discussed potential opportunities for NFF to undertake FPP-1 project implementation activities with Sierra Nevada Program Director Matt Millar. A meeting with Mr. Millar and NFF staff will be scheduled in February.

## FPP-1 Implementation Status at End of Year 1:

The table below displays the FPP-1 assumed 7-year planning scenario to track UMRWA’s progress in implementing plan projects. The cells with solid black numbers represent completed elements, while the light grey colored digits display future annual targets. Funding is in place to achieve the 2025 target and a portion of the 2026 target.

<b>FPP-1 Grant \$ Secured, and Acres Contracted &amp; Treated</b>										
<b>Year</b>	<b>Grant \$ Secured</b>	<b>Acres Contracted</b>	<b>2023/24</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>2031</b>
	<b>Million \$</b>		<b>Acres Treated</b>	<b>Acres Treat</b>	<b>Acres Treated</b>	<b>Acres Treat</b>	<b>Acres Treat</b>	<b>Acres Treat</b>	<b>Acres Treat</b>	<b>Acres Treat</b>
<b>2023</b>	11.5	2,295	1,248	1,047						
<b>2024</b>	8.4	4,737	779	2,960	998					
<b>2025</b>	10	4,000			2,000	2,000				
<b>2026</b>	10	4,000				2,000	2,000			
<b>2027</b>	10	4,000					2,000	2,000		
<b>2028</b>	10	4,000						2,000	2,000	
<b>2029</b>	8	3,224							2,000	1,224
<b>Totals</b>	67.9	26,256	2,027	4,007	2,998	4,000	4,000	4,000	4,000	1,224

Attachment 1

**UPPER MOKELUMNE RIVER WATERSHED AUTHORITY**

**RESOLUTION 2025-01**

RESOLUTION OF THE BOARD OF DIRECTORS

FOR FUNDING FROM THE FOREST HEALTH GRANT PROGRAM AS PROVIDED THROUGH  
CALIFORNIA CLIMATE INVESTMENTS

WHEREAS, the Governor of the State of California in cooperation with the California State Legislature has enacted State of California Greenhouse Gas Reduction Funding, which provides funds to the State of California and its political subdivisions for Forest Health programs; and

WHEREAS, the State Department of Forestry and Fire Protection has been delegated the responsibility for the administration of the program within the State, setting up necessary procedures governing application by local agencies and non-profit organizations under the program, and

WHEREAS, said procedures established by the State Department of Forestry and Fire Protection require the applicant to certify by resolution the approval of application before submission of said application to the State; and

WHEREAS, the applicant will enter into an agreement with the State of California to carry out a Forest Health project.

NOW, THEREFORE, BE IT RESOLVED that the Upper Mokelumne River Watershed Authority (UMRWA) Board of Directors:

1. Approves the filing of an application for State Greenhouse Gas Reduction Funding - Forest Health grant program funds; and
2. Certifies that applicant UMRWA has sufficient funds to operate and maintain the project; and,
3. Certifies that funds under the jurisdiction of this Board of Directors are available to begin the project, and
4. Certifies that said applicant will expend grant funds by or before March 31, 2030, and
5. Appoints the UMRWA Executive Officer, or his designee, as agent of the UMRWA Board of Directors to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, amendments, payment requests and so on, which may be necessary for the completion of the aforementioned project.

Approved and adopted by unanimous vote this 24th day of January 2025.

\_\_\_\_\_  
Terry Woodrow, Board Chairperson

Attest:

\_\_\_\_\_  
Lorna Barfield, Authority Secretary

## Attachment 2

### Stewardship West Rates (effective Feb. 1, 2025)

#### A. Consultant Hourly Rates

The following rates apply to work during the term of this agreement.

<b><u>Position</u></b>	<b><u>Hourly Rate</u></b>
Program Manager	\$160
Project Manager	\$145
Registered Professional Forester	\$130 - \$140
Forester	\$100 - \$120
Operations Manager/Field Representative	\$85 - \$125
Forestry Technician	\$70 - \$80
Administrative Assistant/Project Coordinator	\$75 - \$85

No work is to be performed by positions not listed above without UMRWA's prior written authorization.

*[Hourly rate adjustments not to exceed 5% may be considered annually after January 1, 2026.]*

#### B. Direct Costs

Eligible Direct Costs incurred by CONSULTANT in fulfilling services described in Exhibit A will be reimbursed by Authority as follows.

- Vehicle mileage between CONSULTANT's office (and other recognized Stewardship West work locations) and project-related travel locations at applicable IRS rate.
- Parking and tolls.
- Extraordinary reproduction/copying, postage, or overnight delivery charges.
- Meal, transportation, lodging, and other travel expenses must be pre-approved to be eligible for reimbursement. And only those travel expenses allowed under the UMRWA - SNC (Birch) grant agreement may be reimbursable.



# Upper Mokelumne River Watershed Authority

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Agenda No: 4

Meeting Date: January 24, 2025

Title:

Phase 2 - MAC Forest Health and Resilience Project Report

Recommended Action:

Approve Resolution No. 2025-02 authorizing Monitoring Coordinator compensation.

Summary:

UMRWA's Mokelumne Amador Calaveras Forest Health and Resilience Project (MAC Project) is a landscape-level planning and environmental compliance initiative that spans Stanislaus and Eldorado NF lands within and flanking the Upper Mokelumne River Watershed. Initiated in September 2022 as a partnership between UMRWA, Eldorado NF, Stanislaus NF, and the ACCG, significant progress has been made toward completing the plan and associated NEPA/CEQA process. Summarized below are several key program elements and the status of each.

MAC Forest Plan Development:

The MAC Project Notice of Intent (NOI) was published in the federal register on September 26th, 2024, followed by a 30-day comment period. Nineteen comment letters were received during the 30-day period, totaling over 170 individual comments. The MAC team is currently in the process of addressing these comments and utilizing them to inform the development of the proposed action and project alternatives. The MAC team is also actively engaging with stakeholders, including the ACCG, in the development of the proposed action and alternatives.

The MAC Project team is actively working with the Planscape team and has identified approximately 140,000 acres of priority areas for treatments within the approximately 250,000-acre MAC Project analysis area. The team is currently conducting further spatial analyses to refine the priority areas and conducting existing habitat conditions analysis.

An important key milestone is the development of the Administrative Draft Environmental Impact Statement, which is anticipated to be completed by late summer 2025. Several key next steps to occur in winter-spring 2025 are to finalize the project alternatives, develop treatment prescriptions, layout treatment units, conduct fire behavior and vegetation simulation modeling, and develop specialist and resource reports.

SNC Grant 1701 – Capacity Building

In March 2024 the Sierra Nevada Conservancy awarded UMRWA a \$271,608 grant to support and fund FPP-related capacity building activities including ACCG administration, forest health monitoring program coordinator, and tribal outreach liaison, all in furtherance of UMRWA's forest program. The ACCG Administrator position was filled in June 2024. The recruitment process for the Tribal Liaison is presently underway.

Recruitment of the Monitoring Program Coordinator, further discussed below, was completed in late December.

*Monitoring Coordinator:* UMRWA and the Amador Calaveras Consensus Group (ACCG) Monitoring Work Group have collaborated to recruit a Monitoring Coordinator to lead the development and execution of the Mokelumne Amador Calaveras Forest Health & Resilience Project (MAC) Monitoring Program. The ACCG Monitoring Coordinator reports to the UMRWA Project Manager and will perform tasks under the direction of the ACCG Monitoring Work Group and the MAC Project team and in coordination with Forest Service staff.

The selected candidate for this position, Luke Ty McCarthy, entered into an agreement with UMRWA to serve as Monitoring Program Coordinator on January 6. The not-to-exceed \$25,000 agreement was executed by the Executive Officer pursuant to the Board's Procurement Policy. With a grant budget of \$86,400 plus mileage expenses for this position, it is recommended that the Board approve an amendment to the contract cost ceiling to the full grant budget of \$86,400 plus mileage expenses. A resolution (No. 2025-02) documenting the Board's approval is included below.

*Tribal Liaison:* In 2023, UMRWA created a Tribal Engagement Plan to enhance its forestry program by facilitating meaningful tribal participation in forest-related deliberative processes that potentially affect tribal interests. UMRWA's role is as facilitator; formal consultation with Tribes remains the sole responsibility of the US Forest Service. UMRWA's facilitation role is intended to strengthen communication, build trust, and develop beneficial relationships with Tribes that have historical ties and ongoing interest in the management of Upper Mokelumne River watershed resources. The plan's goals are as follows.

- Establish Beneficial Tribal Relationships
- Facilitate Substantive Tribal Participation
- Ensure Tribal Input Is Meaningfully Considered in Decision-making
- Seek Opportunities to Build Tribal Capacities

SNC funding is in place to retain a Tribal Liaison for a period of approximately two years which will greatly assist in engaging tribes in both Phase 1 Implementation and in MAC Project planning. Recruitment for the Tribal Liaison is under way and a selection is expected in March 2025.

#### Funding:

With the Wildlife Conservation Board's November approval of UMRWA's Cedar Project grant application, which included \$400,000 in additional funding for the MAC Forest Project planning effort, the Authority has been successful in securing more than \$1.6M from SNC, CalFire and WCB to fund staff and Stantec costs for developing the plan. A request for an additional \$400,000 from Cal Fire was included in the Dogwood grant application submitted January 15. The current schedule anticipates MAC Project NEPA process completion in 2026.

**UPPER MOKELUMNE RIVER WATERSHED AUTHORITY**  
**RESOLUTION 2025-02**

**RESOLUTION OF THE BOARD OF DIRECTORS**  
**REGARDING CHANGE TO MAXIMUM COST CEILING FOR**  
**LUKE TY MCCARTHY, MONITORING COORDINATOR**

WHEREAS, the Upper Mokelumne River Watershed Authority (UMRWA) is a Joint Powers Agency formed in 2000 to address water quality, forest health, water supply and environmental matters. UMRWA is comprised by Amador Water Agency, Calaveras County Water District, Calaveras Public Utility District, East Bay Municipal Utility District, Jackson Valley Irrigation District, Alpine County Water Agency and the counties of Amador, Calaveras and Alpine; and,

WHEREAS, the Executive Officer, pursuant to Board Policy 4 (Procurement Policy and Procedure), entered in to an agreement (Agreement) with a \$25,000 maximum cost ceiling with Luke Ty McCarthy on January 6, 2025 to provide Monitoring Coordinator services to UMRWA and the Amador Calaveras Consensus Group (ACCG) for the Mokelumne Amador Calaveras Forest Health and Resilience Project (MAC Project); and

WHEREAS, said Agreement provides for a potential increase to the maximum cost ceiling to \$86,400 (and \$3,216 for mileage) subject to the UMRWA Board of Directors approval at its January 24, 2025 regular meeting; and,

NOW THEREFORE BE IT RESOLVED that this Board of Directors hereby approves an increase to the maximum cost ceiling to the Luke Ty McCarthy Agreement to \$86,400 (and \$3,216 for mileage).

PASSED AND ADOPTED by unanimous vote this 24th day of January 2025.

\_\_\_\_\_  
Terry Woodrow, Board Chairperson

Attest:

\_\_\_\_\_  
Lorna Barfield, Authority Secretary



# Upper Mokelumne River Watershed Authority

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Agenda No: **5**

Meeting Date: January 24, 2025

Title:

SWCA Environmental - Aspen Project Archeological Services

Recommended Actions:

Approve a \$25,000 increase to the SWCA Environmental agreement for Aspen Project Archeological Services.

Summary:

At the October 4, 2024 meeting the Board authorized the EO to sign an agreement with InContext Cultural Resources Solutions for an amount not to exceed \$50,000 to provide archeological services (Phase 1 Archeological Surveys, and Phase 2 Organic Act Permit and Site Records) for the Aspen Restoration Project. Completion of these tasks are a prerequisite to the completion of the NEPA/CEQA process for this project. Funding for this contract is fully provided by the Wildlife Conservation Board's grant to UMRWA.

Discussion:

Immediately following the Board's October 4 approval, InContext informed staff it was unavailable to timely (before winter conditions precluded site access) perform the required Phase 1 archeological field surveys. Staff then contacted the next two top-rated archeological services firms (Far Western and SWCA Environmental) from the RFQ process administered by UMRWA in 2024. Of these two firms SWCA Environmental was available to timely undertake the Phase 1 survey work and complete both project phases for \$75,000, a cost within the Wildlife Conservation Board's grant budget, but exceeding the amount authorized by the UMRWA Board. Because completion of the field surveys in 2024 was essential to completing the NEPA/CEQA work within the grant deadline, the EO signed an agreement on October 17 with SWCA Environmental to complete the Phase 1 Archeological surveys task for an amount not to exceed \$50,000. The Board's approval of the additional \$25,000 cost is needed to compensate SWCA for completion of the Phase 2 Organic Act Permit and Site Records task.





# Upper Mokelumne River Watershed Authority

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Agenda No: **6**

Meeting Date: January 24, 2025

Title:

Mother Lode Land Trust Agreement 2025 - 2026

Recommended Action:

Approve the agreement with the Mother Lode Land Trust for the two-year period ending December 31, 2026 and authorize the Executive Officer to execute the agreement.

Summary:

Since 2006 UMRWA has annually provided funds to support the local public schools Youth Watershed Stewardship Program (YWSP). The program is facilitated under an agreement between UMRWA and the Mother Lode Land Trust (MLLT), which in partnership with Stewards Through Education (STE) sponsors the YWSP.

Discussion:

An agreement with MLLT to conduct the YWSP for calendar years 2025 and 2026 is presented for the Board's approval (copy attached). The annual cost for this program is \$16,500. The recommended contract is comparable with prior year agreements.

The Scope of Work includes the following three tasks:

- Annual Implementation - Conduct in-service training to teachers in elementary and middle school classrooms in Calaveras, Alpine and Amador Counties to implement use of STE website (including the forest health curriculum) and Watershed Guide. Provide subsidized transportation and supervision for field activities, Ranger Led Environmental Education Program (RLEEP), and the Classroom Aquarium Education Program (CAEP). Expand CAEP to upcountry and Alpine County schools including release of CAEP trout into local streams.
- Program Support - Website update and support, storage costs, equipment, supplies, insurance, and LLC licensing.
- Elementary and High School Programs - Coordinate and conduct outdoor field experiences with community partners for grades 5-12 (with special attention to the involvement of Forestry Challenge students) and a focus on "Healthy Forests Healthy Watersheds" in Calaveras County and Amador County.

## **AGREEMENT FOR SERVICES**

THIS AGREEMENT FOR SERVICES (Agreement) is entered into for Calendar Years 2025 and 2026 by and between Mother Lode Land Trust (MLLT), 501c3 a nonprofit public benefit corporation, and Upper Mokelumne River Watershed Authority (Authority), a joint powers agency formed pursuant to the laws of the State of California.

### RECITALS

A. MLLT and UMRWA have a common objective to develop and promote a cost-effective Youth Watershed Stewardship Program (YWSP) that builds on local working relationships for the conservation and wise use of water in the areas served by UMRWA members.

B. MLLT and UMRWA have determined it to be in their mutual interests to establish a contractual relationship whereby collaborative watershed education efforts between teachers, students, community partners and UMRWA members may be established through the YWSP.

C. Authority desires to engage MLLT, and MLLT desires to be engaged by Authority, to provide consulting services to perform certain tasks necessary to develop and implement the YWSP, in accordance with the terms and conditions set forth in this Agreement.

D. Authority is not financing the Agreement but is relying on contributions from its Members to fund the activities set forth herein.

NOW THEREFORE, for performance of the covenants herein contained, the parties agree as follows:

#### 1. SERVICES TO BE RENDERED BY THE MLLT

MLLT will introduce the tasks as specified in the Scope of Work & Budget (Exhibit A, attached and incorporated by this reference) for the following Amador and Calaveras County schools, and perform Exhibit A tasks in those schools where an invitation is received, provided that MLLT will provide services in at least three fourths of schools listed below:

##### Amador County

Jackson Elementary  
Jackson Middle School  
Ione Elementary  
Pine Grove Elementary  
Pioneer Elementary  
Sutter Creek Elementary  
Plymouth Elementary  
Sutter Creek Primary  
Ione Middle School  
Argonaut High School  
Amador High School  
Mountain Oaks (Amador)

##### Calaveras County

Copperopolis Elementary

Hazel Fisher Elementary  
Jenny Lind Elementary  
Mark Twain Elementary  
Mokelumne Hill Elementary  
Railroad Flat Elementary  
San Andreas Elementary  
Valley Springs Elementary  
West Point Elementary  
Avery Middle School  
Toyon Middle School  
Bret Harte High School  
Calaveras High School  
Mountain Oaks (Calaveras)  
Christian Learning Center  
Albert Michelson Elementary

MLLT will also target after school youth programs to encourage additional youth participation in the YWSP.

MLLT agrees to commence performance forthwith and complete the Scope of Work in conformance with Exhibit A.

2. CHANGES IN SCOPE OF SERVICES. The Authority and MLLT must each approve in writing any extension of time, change order, change in the Scope of Work, change in the contract price, or other term or condition affecting MLLT's duties set forth herein. Any change to the terms and conditions of this Agreement not authorized in writing by the UMRWA and MLLT shall be null and void.

3. TERM OF AGREEMENT; TERMINATION. This Agreement shall begin January 1, 2025 and terminate

automatically on successful completion of the Work, or on December 31, 2026. Either party may terminate this Agreement with or without cause on thirty- (30) days written notice. In the case of such early termination, MLLT shall be paid for all services rendered in accordance with the terms and provisions of this Agreement up to the effective date of termination, up to the maximum fee prescribed for any task.

4. REPORTING AND COMPENSATION.

- 4.1 MLLT shall submit invoices indicating activities performed and expenses incurred during the preceding invoice period. Invoices shall be submitted no more frequently than monthly and no less frequently than quarterly. All invoices shall be accompanied by a report containing the information referenced in section 4.3 below. No retention shall be required. The Authority shall pay undisputed charges within 30 days of receipt of invoice. Disputed charges, along with supporting documentation that demonstrates the reasonableness of the dispute, must be communicated to MLLT within 30 days of receipt of the invoice.
- 4.2 Invoices (in PDF form) shall be submitted via email to Rob Alcott at [robalcott@aol.com](mailto:robalcott@aol.com). Compensation to MLLT shall be paid in accordance with UMRWA's share of the compensation for each task included in the Scope of Work as set forth in Exhibit A. In no event shall UMRWA's share of compensation for completion of the Scope of Work exceed the maximum amount of **\$16,500**. Authority's payment of compensation is dependent upon Authority's receipt of funds for this Agreement from its Members.
- 4.3 Each invoice submitted pursuant to this Section 4 shall be accompanied by a report containing the following information: (i) percentage of completion of each task listed in Exhibit A; (ii) schools, students, and teachers participating in the Program; (iii) field trips undertaken, (iv) material produced pursuant to this Agreement, and (v) any other activities funded through this Agreement.

5. SUPERVISION OF THE SCOPE OF WORK.

- 5.1 MLLT shall be responsible for ensuring that the Scope of Work is properly performed. Authority shall deal only through the MLLT, who shall be responsible for the proper execution of the entire Scope of Work.
  - 5.2 MLLT shall be responsible to Authority for the acts and omissions of its employees, subcontractors, and their agents and employees, and any other persons performing any of the Scope of Work under a contract with MLLT.
6. ASSIGNMENTS. MLLT may not assign, subcontract, or transfer its interest in this Agreement without the written consent of Authority.
7. MLLT NOT EMPLOYEE OF AUTHORITY. It is understood that MLLT is not acting hereunder as an employee of Authority but solely as an independent contractor. MLLT, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of Authority. It is understood by MLLT and Authority that under no circumstance shall this Agreement be construed or be considered to create an employer-employee relationship or a joint venture.
8. NOTICES. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States Postal Services, certified with return receipt requested, with postage prepaid and addressed as follows:

To MLLT: Mother Lode Land Trust  
PO Box 1435  
Jackson, CA 95642

To Authority: Upper Mokelumne River Watershed Authority  
Richard Sykes, Executive Officer  
15083 Camanche Parkway South  
Valley Springs, CA 95252

With a copy to:  
Gregory Gillott  
Authority Counsel

The address to which notice shall or may be mailed, as aforesaid, to either party shall or may be changed by written notice given by such party or the other, as hereinbefore provided, but nothing herein contained shall preclude the giving of any such notice by personal service.

9. INDEMNIFICATION AND INSURANCE.

- 9.1 MLLT shall indemnify, defend (upon request of the Authority) and hold harmless the Authority and its agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorney's fees of counsel, expert fees, costs and staff time, and investigation costs) of whatever kind or nature (collectively "Claims"), that arise out of or are in any way connected with any negligent error, act or omission of MLLT and/or its officers, agents, employees, independent contractors, subcontractors, or authorized representatives, unless such Claim arises out of the sole negligence or willful misconduct of the Authority or its agents or employees.
- 9.2 MLLT shall take out and maintain at all times during the term of this Agreement, a policy or policies of insurance as follows:
- (a) General Liability – Commercial General Liability Insurance of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage, including but not limited to endorsements for the following coverage: Premises, personal injury, and products liability.
  - (b) Automobile Liability – Automobile Liability Insurance of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage is required in the event motor vehicles are used by MLLT in the performance of the work.
- 9.3 MLLT shall furnish a certificate of insurance and policy endorsements satisfactory to the Authority as evidence that the insurance required above is being maintained. MLLT agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, MLLT agrees to provide at least 30 days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement, or for a period of not less than one year.
- 9.4 Certificates of insurance must provide that the insurer will not cancel the insurance coverage without 30 days prior written notice to the Authority; and shall state that the Authority, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all liability policies *except* workers' compensation insurance policies.
- 9.5 MLLT shall be responsible for payment of any deductible contained in any insurance policy required under this Agreement and MLLT shall also be responsible for payment of any self-insured retention. Any deductible or self-insured retention must be declared to, and approved by the Authority prior to beginning the Work. In the event any deductible and/or self-insured retention is deemed unacceptable by the Authority, either (i) MLLT's insurer shall reduce or eliminate such deductible or self-insured retention as respects the Authority, its officers, officials, employees, representatives or agents; or (ii) MLLT shall provide a financial guarantee, satisfactory to Authority, guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- 9.6 MLLT's insurance coverage shall be primary insurance as respects the Authority, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Authority, its officers, officials, employees or volunteers shall be in excess of the MLLT's insurance and shall not contribute with it.
- 9.7 In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700), of the Labor Code of the State of California, Consultant is required to secure the payment of compensation to its employees and shall for that purpose obtain and keep in effect adequate Workers' Compensation Insurance. MLLT is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to

permissibly self-insure in accordance with the provisions before commencing the performance of the services of this Agreement.

10. CONTRACT EXECUTION. Each individual executing this Agreement on behalf of the Authority and MLLT represents that he or she is fully authorized to execute and deliver this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

UPPER MOKELUMNE RIVER WATERSHED  
AUTHORITY

MOTHER LODGE LAND TRUST, INC.

BY: \_\_\_\_\_  
Richard Sykes, Executive Officer

BY: \_\_\_\_\_  
Ellie Routt, Executive Director  
(Federal Tax I.D. No.: 94-3137444)

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

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

**Exhibit A – Scope of Work & Budget**  
**Implementation of Youth Watershed Stewardship Program**  
**(Jan. 1, 2025 – Dec. 31, 2026)**

Description	Date of Completion	Subtotal w/o Admin.
<b>Annual Implementation</b>	Annually by Dec. 31	<b>\$6,500</b>
Conduct in-service training to teachers in elementary, middle, school classrooms in Calaveras, Alpine and Amador Counties to implement use of STE website (with new forest health curriculum) and Watershed Guide. Provide subsidized transportation and supervision for field activities, Ranger Led Environmental Education Program (RLEEP), and the Classroom Aquarium Education Program (CAEP). Expand CAEP to upcountry and Alpine County schools including release of CAEP trout into local streams.		
<b>Program Support</b>	Annually by Dec. 31	<b>\$2,400</b>
Website update and support, storage costs, equipment, supplies, insurance, and LLC licensing.		
<b>Watershed Alive! Days and Stewards of the Watersheds. Elementary-High School Program</b>	Annually by Dec. 31	<b>\$5,125</b>
Coordinate and conduct outdoor field experiences with community partners for grades 5-12 (with special attention to the involvement of Forestry Challenge students) and a focus on “Healthy Forests Healthy Watersheds” in Calaveras County and Amador County.		
<b>Subtotals w/o Administration</b>		<b>\$14,025</b>
<b>MLLT Administration &amp; Accounting</b>		<b>\$ 2,475</b>
<b>Total</b>		<b>\$ 16,500</b>

COVID-19 School changes may impact some of the deliverables in this Scope of Work. For example, in classroom Programs may change to virtual platforms and additional fieldtrips may be required to meet Social Distancing guidelines. All work performed will be conducted in a manner that will best capture the essence of the STE Program and stay within budget. Any changes will be presented to UMRWA per this agreement and will be highlighted in the invoicing and grant reporting.



# Upper Mokelumne River Watershed Authority

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Agenda No: **7**

Meeting Date: January 24, 2025

Title:

Presentation on Wildfire Impacts

Recommendation:

For discussion and possible action.

Summary:

Director Farrington has requested this opportunity to make a 20-minute presentation to the Board regarding wildfire and impacts to water resources.



# Upper Mokelumne River Watershed Authority

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Agenda No: **8**

Meeting Date: January 24, 2025

Title:

Legislative Issues Update

Recommendation:

For discussion and possible action – legislative matters discussed by the Board

Summary:

At the October 4<sup>th</sup> Board meeting, the EO was requested to monitor two federal bills: HR 8790, the Fix our Forests Act and HR 9760, the Community Protection and Wildfire Resilience Act.

HR 8790 (Westerman). This expansive bill designates Fireshed Management Areas, establishes a Fireshed Center, and creates a number of programs including a Fireshed Registry and a Shared Stewardship Program. It also considers creation of a western headquarters for the US Forest Service, creates NEPA categorical exclusions, provides for litigation reform and other measures all aimed at providing better protection for national forests and nearby communities. This bill passed the House of Representatives on September 24, 2024, and was referred to the Senate Committee on Agriculture, Nutrition and Forestry on November 11, 2024. No further action occurred in the 118<sup>th</sup> Congress.

HR 9760 (Huffman). This bill would establish a grant program to fund creation of Community Protection and Wildfire Resilience Plans and a grant program to fund implementation of actions in those Plans. The bill was referred to two House committees on September 23, 2024, and no further action occurred.

It is not clear if either of the above bills will continue in the 119<sup>th</sup> Congress.

No other specific legislative matters are included in this staff report. At the Board meeting the Executive Officer may orally summarize any relevant legislative information that may be obtained prior to the Board meeting. Additionally, Board directors and/or agency staff may have legislation of interest and this agenda item is intended to facilitate discussion of it.