

## AGENDA

**Regular Fire Protection Committee Meeting** 

February 20, 2025 10:30 AM

In person at: **Cambria Veterans' Memorial Hall** 1000 Main Street, Cambria, CA 93428 AND via Zoom at: Please click the link to join the webinar: HERE Webinar ID: 894 6807 5561 Passcode: 338146

Copies of the staff reports or other documentation relating to each item of business referred to on the agenda are on file in the CCSD Administration Office, available for public inspection during District business hours. The agenda and agenda packets are also available on the CCSD website at https://www.cambriacsd.org/. In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting or if you need the agenda or other documents in the agenda packet provided in an alternative format, contact the Confidential Administrative Assistant at 805-927-6223 at least 48 hours before the meeting to ensure that reasonable arrangements can be made. The Confidential Administrative Assistant will answer any questions regarding the agenda.

#### 1. **OPENING**

- **1.A Call to Order**
- **1.B** Establishment of Quorum
- **1.C** Chair Report
- **1.D Election of Committee Officers**

#### 2. **PUBLIC COMMENT**

Members of the public may now address the Committee on any item of interest within the jurisdiction of the Committee but not on its agenda today. Future agenda items can be suggested at this time. In compliance with the Brown Act, the Committee cannot discuss or act on items not on the agenda. Each speaker has up to three minutes.

#### **REGULAR BUSINESS** 3.

3.A Discussion and Consideration Regarding Introduction of Ordinance 01-2025 Adding Chapter 6.05 to the Cambria Community Services District Municipal Code Regarding Weed Abatement Standards and Consider Providing a Recommendation to the CCSD

**Board of Directors** 

- **3.B** Discussion and Consideration Regarding the SLO Monterey Pine Restoration Forest Health Grant Memorandum of Understanding (MOU) and Consider Providing a Recommendation to the CCSD Board of Directors
- 4. FUTURE AGENDA ITEM(S)
- 5. ADJOURN

#### CAMBRIA COMMUNITY SERVICES DISTRICT

#### TO: Fire Protection Committee

#### FROM: Matthew McElhenie, General Manager Michael Burkey, Fire Chief

#### **RECOMMENDATIONS:**

Staff recommends that the Fire Protection Committee discuss and consider Ordinance 01-2025, which adds Chapter 6.05 to the Cambria Community Services District Municipal Code regarding Weed Abatement Standards, and consider providing a recommendation to the CCSD Board of Directors.

### **DISCUSSION**:

The Cambria CSD Fire Department and District Counsel have prepared a proposed Weed Abatement Standards Ordinance for Board consideration. Ordinance 01-2025 has been drafted to add Chapter 6.05 to the CCSD Municipal Code. The proposed Ordinance will ensure the safety and welfare of Cambria residents by mandating the abatement of hazardous weeds and vegetation on both private and public properties. The purpose and intent of this Ordinance is to establish weed abatement standards as regulations, defining the District's requirements for managing hazardous vegetation.

On February 13, 2025, the Cambria Community Services District Board of Directors discussed Ordinance 01-2025, which proposes adding Chapter 6.05 to the CCSD Municipal Code regarding Weed Abatement Standards. Following their discussion, the Board referred this item to the Fire Protection Committee for review and consideration.

#### ORDINANCE NO. 01-2025

#### CAMBRIA COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS

#### DATED: , 2025

#### AN ORDINANCE ADDING CHAPTER 6.05 TO THE CAMBRIA COMMUNITY SERVICES DISTRICT MUNICIPAL CODE RELATING TO WEED ABATEMENT STANDARDS

WHEREAS, Government Code Section 61100(d) authorizes the Cambria Community Services District to "Provide fire protection services, rescue services, hazardous material emergency response services, and ambulance services in the same manner as a fire protection district, formed pursuant to the Fire Protection District Law, Part 2.7 (commencing with Section 13800) of Division 12 of the Health and Safety Code" and the District provides fire protection services to the community through its Fire Department; and

WHEREAS, the Cambria Community Services District conducts annual weed abatement under its Fire Hazard Fuel Reduction Program in accordance with the authority in Government Code Section 61100(t); and

WHEREAS, Government Code section 61060(b) provides the District with the authority "To adopt, by ordinance, and enforce rules and regulations for the administration, operation, and use and maintenance of the facilities and services listed in Part 3 (commencing with Section 61100)"; and

WHEREAS, the uncontrolled growth and/or accumulation of weeds, grasses, hazardous vegetation and combustible materials or obstructions on sidewalks, streets, and on lands or lots within the District is dangerous or injurious to neighboring property and the health, safety, and welfare of residents of the District and surrounding areas; and

WHEREAS, such growth and accumulation constitutes a public nuisance in that it creates fire hazards, reduces the value of private property, promotes blight and deterioration, constitutes an unattractive nuisance, and creates a hazard to the health, safety, and general welfare of the public; and

WHEREAS, the District is located in a wildland/suburban interface in which many of the native and non-native plant species within the jurisdictional boundaries of the District are highly flammable during dry periods and have contributed to significant wildfires resulting in catastrophic losses of life, property, and the environment. The risk of significant wildfires continues to increase for numerous reasons; and

WHEREAS, of paramount importance to the Board of Directors and the residents of the District is the protection of lives and property from the threat of fire and the safety of fire and law enforcement personnel during wildfires; and WHEREAS, the Cambria Community Services District seeks to ensure the safety and welfare of Cambria residents by requiring the abatement of hazardous weeds and vegetation on private and public properties; and

WHEREAS, the purpose and intent of this Ordinance is to adopt weed abatement standards as regulations to define the District's requirements for weed abatement.

**NOW, THEREFORE,** The Board of Directors of the Cambria Community Services District Ordains as follows:

**Section 1.** Chapter 6.05. is hereby added to Title 6 of the Cambria Community Services District Municipal Code to read as follows:

#### **Chapter 6.05 – WEED ABATEMENT STANDARDS**

#### 6.05.010. - Purpose and Findings

In accordance with Government Code Section 61100(d) the Cambria Community Services District provides fire protection services to the community. Pursuant to Government Code Section 61100(t), the District is also authorized to provide weed abatement services to "Abate weeds and rubbish pursuant to Part 5 (commencing Section 14875) of the Health and Safety Code..." Pursuant to that authority the District conducts an annual Fire Hazard Fuel Reduction Program. Additionally, Government Code section 61060(b) provides the District with the authority "To adopt, by ordinance, and enforce rules and regulations for the administration, operation, and use and maintenance of the facilities and services listed in Part 3 (commencing with Section 61100)." Accordingly, the purpose of this Chapter is to set forth standards for weed abatement to facilitate regulation and control of the growth and accumulation of weeds, grasses, and other combustible vegetation in order to reduce fire risks and protect the health, safety, and general welfare of the community.

This Chapter is not the exclusive regulation of fire protection, including hazardous weeds and prohibited materials in the Cambria Community Services District. It shall supplement and be in addition to the provisions of the California Fire Code and the International Wildland Urban Interface Code, as adopted by the District, and other related regulations heretofore or hereafter enacted by the State, the County, or any other legal entity or agency having jurisdiction.

The Board of Directors finds and determines that the uncontrolled growth and/or accumulation of weeds, refuse, and other discarded or abandoned materials on parking areas, streets, land or lots within the District reduces property values, promotes blight and deterioration, creates fire hazards, constitutes an attractive nuisance, creates a haven for rodents and insects, and creates a condition adverse to the health, safety and welfare of District residents.

#### 6.05.020 Definitions

"Weeds" shall mean any vegetation that is considered combustible, hazardous, or unsightly, including but not limited to grasses, bushes, shrubs, and trees, whether living or dead, and as further set forth in Health and Safety Code Section 14875.

"Noxious Plants" shall mean plants identified as invasive, harmful to the environment, or otherwise detrimental, including poison oak and other invasive species.

"Property Owner" shall mean the legal owner(s) of real property, and any tenant, agent, or representative.

"Fire Hazard Area" shall mean any area of property where vegetation poses a potential risk for the rapid spread of fire.

#### 6.05.030 Applicability and Enforcement Authority

This Chapter applies to all properties, both developed and undeveloped, within the boundaries of the Cambria Community Services District, including residential, commercial, industrial, and public lands.

The Fire Chief or his or her designee shall enforce the provisions of this Chapter. The Fire Department or personnel authorized by the Fire Chief shall conduct periodic inspections of properties to ensure compliance with this Chapter.

#### 6.05.40 Standards for Property Maintenance and Weed Abatement

Property Owners in the District shall:

- A. Maintain around structures, a firebreak made by removing and clearing away, for a distance of not less than 30 feet on each side thereof or to the property line, whichever is nearer, all Weeds. This subsection does not apply to single specimens of trees, ornamental shrubbery, or similar plants that are used as groundcover, if they do not form a means of rapidly transmitting fire from the native growth to any building or structure.
- B. Remove Weeds which are located within 100 feet of any building or structure, or to the property line, whichever is nearer.
- C. Remove Weeds 50 feet from the edge of improved roadways, 50 feet from each property line, and 10 feet on each side of driveways.
- D. Remove that portion of any tree that extends within 10 feet of the outlet of any chimney or stovepipe.

- E. Maintain any tree adjacent to or overhanging any building free of dead wood.
- F. Provide and maintain, at all times, a screen over the outlet of every chimney or stovepipe that is attached to any fireplace, stove, or other device that burns any solid or liquid fuel. The screen shall be constructed of nonflammable material with openings of not more than one-half inch in size.
- G. The following exemptions to the requirements of this Section shall apply:

Any land beyond 50 feet from improved streets, as declared by the County, State, or Federal Government, which has been acquired or managed, for one or more of the following purposes:

- a. Animal pastures and agricultural fields growing hay or grains. The interior portion of fenced pastures where the quantity of livestock significantly reduces the vegetative growth, therefore bringing the parcel into compliance. Agricultural fields must be cut at harvest time. Uncut hay and grain are subject to abatement.
- b. Habitat for endangered or threatened species that is a candidate for listing as an endangered or threatened species by the State of California or Federal Government.
- c. Land kept in a predominantly natural state as habitat for wildlife, plant, or animal communities.
- d. Open space lands that are environmentally sensitive parklands.
- e. Other lands having scenic values.

Abatement requirements shall be in effect in waterways where flood preparation measures and emergency flood control mitigation is necessary.

- 1. This exemption applies whether the land is held in fee title or any lesser interest. This exemption applies to any public agency and private entity that has dedicated the land, including water areas, to one or more of those purposes or uses, or any combination of public agencies and private entities making that decision.
- 2. This Section shall not be construed to prohibit the use of properly authorized prescribed burning to improve the biological function of land or to assist in the restoration of desired vegetation.
- 3. In the event that any lands adjacent to land, as described above, are improved such that they are subject to this Ordinance, the obligation to comply with the Standards in this Section shall be with the person owning, leasing, controlling, operating, or maintaining the occupied dwelling or occupied structure on the improved lands. All

maintenance, activities, and other fire prevention measures required by this Section shall be required only for the improved land and water areas as described above.

H. In order to qualify for any of the foregoing exemptions, it is the Property Owner's responsibility to notify the Fire Department of the qualifying exemption at least 30 days prior to the weed abatement deadline for the first year of implementation. Notification shall be made to the Fire Chief and shall be under the sole discretion of the Fire Chief as to the applicability and authorization of the exemption.

#### 6.05.050 Declaration of Public Nuisance; Enforcement and Abatement

Weeds, grass, and combustible vegetation growing or accumulating upon private property within the District, which do, or will when dry, create a fire hazard and which by virtue thereof constitute a danger to neighboring property or the health or welfare of residents in the vicinity are hereby declared to constitute a public nuisance.

In addition to the annual weed abatement/Fire Hazard Fuel Reduction Program, failure to maintain property in accordance with the Standards set forth in Section 6.05.040 that constitutes a fire hazard and public nuisance shall be subject to Civil Administrative Citations in accordance with the procedures set forth in Chapter 1.14 of this Code and are also subject to abatement pursuant to Section 1.14.050. Costs of abatement shall be recovered in accordance with Section 1.14.090 and Notices of Lien may also be recorded pursuant to that Section.

**Section 2.** A summary of this Ordinance shall be published in a newspaper published and circulated in the District at least five (5) days prior to the Board of Directors meeting at which the proposed Ordinance is to be adopted. A certified copy of the full text of the proposed Ordinance shall be posted in the office of the Confidential Administrative Assistant. Within fifteen (15) days after adoption of the Ordinance, the summary with the names of those Board members voting for and against the Ordinance shall be published again, and the Board Secretary shall post a certified copy of the full text of such adopted Ordinance.

**Section 3.** This Ordinance shall take effect and be in full force and effect thirty (30) days after its passage.

**Section 4.** If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this

Ordinance. The Board of Directors hereby declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of this Ordinance would be subsequently declared invalid or unconstitutional.

The foregoing Ordinance was adopted at a regular meeting of the Board of Directors of the Cambria Community Services District held on the \_\_\_\_ day of \_\_\_\_\_, 2025.

AYES: NAYS: ABSENT:

President, Board of Directors

ATTEST:

APPROVED AS TO FORM:

Haley Dodson Confidential Administrative Assistant Timothy J. Carmel District Counsel

### FROM: Matthew McElhenie, General Manager Michael Burkey, Fire Chief

**Fire Protection Committee** 

Meeting Date: February 20, 2025	Subject:	Discussion and Consideration Regarding the SLO Monterey Pine Restoration Forest Health Grant Memorandum of Understanding (MOU) and Consider	
		Providing a Recommendation to the CCSD Board of Directors	

#### **RECOMMENDATIONS**:

Staff recommends that the Fire Protection Committee discuss and consider the SLO Monterey Pine Restoration Forest Health Grant Memorandum of Understanding (MOU) and consider providing a recommendation to the CCSD Board of Directors.

#### **DISCUSSION:**

TO:

The San Luis Obispo County Fire Safe Council applied for and was awarded the Department of Forestry and Fire Protection (CAL FIRE) Forest Health Grant Program grant for the Pico Creek, Covell, Fiscalini Ranch, and Cambria Ecological Reserve sites in the amount of \$6.7 million. The grant will pay for all costs associated with this project. They don't predict any fiscal impacts other than the monitoring of the progress. Some CCSD staff time will be needed to monitor the project's progress, but there are no other significant fiscal impacts anticipated on CCSD. The grant will bear all costs.

The San Luis Obispo County Fire Safe Council applied for and was awarded the Department of Forestry and Fire Protection (CAL FIRE) Forest Health Grant Program grant for the Pico Creek, Covell, Fiscalini Ranch, and Cambria Ecological Reserve sites. The grant aims to improve fire resiliency and restore ecological functions in these critical forested areas.

As part of this initiative, the Cambria Community Services District (CCSD) must enter into an MOU to facilitate project implementation on the Fiscalini Ranch Preserve. The project focuses on improving the health of Cambria's Monterey Pine Forest by reducing wildfire risks and enhancing ecological sustainability.

Attachments: SLO Monterey Pine Restoration Forest Health Grant Memorandum of Understanding (MOU) SLO Monterey Pine Restoration Coalition - Forest Health Project SLO Monterey Pine Restoration – Fiscalini Ranch Map

# SLO MONTEREY PINE RESTORATION FOREST HEALTH GRANT #8GG23617 MEMORANDUM OF UNDERSTANDING (MOU)

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#### among

San Luis Obispo County Community Fire Safe Council

and

Auten Resource Consulting

and

California Department of Forestry and Fire Protection-SLU

and

Upper Salinas – Las Tablas Resource Conservation District

and

Hearst Corporation

and

California Department of Fish and Wildlife

and

Friends of Fiscalini Ranch Preserve

and

Cambria Community Services District

#### THE CREATION OF THE COLLABORATION KNOWN AS THE SAN LUIS OBISPO MONTEREY PINE RESILIENCE (SMPR) TEAM

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into this Date, December 1<sup>st</sup>, 2024, by and among San Luis Obispo County Community Fire Safe Council (FSCSLO), Auten Resource Consulting (ARC), California Department of Forestry and Fire Protection-SLU (CAL FIRE SLU), Upper Salinas – Las Tablas Resource Conservation District (US-LTRCD), Hearst Corporation (HC), California Department of Fish and Wildlife (CDFW), Cambria Community Services District (CCSD), and the Friends of Fiscalini Ranch Preserve (FFRP) to establish roles, responsibilities, and commitments in implementing Forest Health Grant 8GG23617, which aims to improve fire resiliency and restore ecological functions in Cambria's Monterey pine forest. Each entity is identified as a SLO MONTEREY PINE RESTORATION TEAM Member (TEAM MEMBERS) or PARTNER Member to this MOU and all entities are MEMBERS to this MOU.

### **ARTICLE I. ROLES AND RESPONSIBILITES**

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## San Luis Obispo County Community Fire Safe Council (FSCSLO) – GRANTEE and TEAM LEAD

Mission: The San Luis Obispo County Community Fire Safe Council, Inc is a diverse collaborative group dedicated to creating a Fire Safe environment through education, partnerships, and action.

- 1. Grantee responsible for overarching management and satisfactory completion of grant projects funded through the grant.
- 2. Fiscal responsibility, budget management, and financial oversight
  - a. Includes submitting invoices to CAL FIRE (grantor) in a timely manner for payment through eCivis; periodic activity reports, and other grantor reporting requirements.
- 3. Responsible contracting entity for all contractors working under the forest health grant (FHG).
- 4. Supervising Auten Resource Consulting, Project Management Lead
- 5. Develop and manage public relations and communication strategies for the duration of the grant.
  - a. Handling media inquiries and preparing press releases, approved by team members, regarding the grant.
  - b. Maintaining communications with Team Members and stakeholders and the public.
- 6. Attend bi-monthly TEAM MEMBER meetings and weekly tactical meetings.
- 7. Naming a second person from FSCSLO to support all aspects of the SMPR FHG who is knowledgeable of FSCSLO operations, and all aspects of the SMPR FHG project and project areas, including but not limited to, budgeting, CAL FIRE reporting, regulatory requirements, project operations, media and outreach, relationships with Team Members, partners, and contractors.

### Auten Resource Consulting (ARC) – PROJECT TEAM LEAD

Mission: To collaborate with landowners and Team partners on landscape scales utilizing modern forestry techniques to develop, permit, and conduct contract compliance on the implementation of treatments that promote forest health, climate adaptability, and fire resiliency for natural ecosystems and the communities that live within them.

Lead and positively motivate the TEAM. Encourage a culture of respect that utilizes key organizational center points from FSCSLO's and ARC's missions and ARC's philosophy:

- 1. To conduct detailed briefings so the Team understands specifically what and how outcomes will be accomplished.
- 2. To develop trust through the consistent and efficient execution of written, verbal, and non-verbal contracts to build confidence with the Team grantors, grantees, agencies, partners, stakeholders, public, and ourselves.
- 3. To promote confidence and positive personal development through sound and fair decision making with the goal to support and improve positive performance that increase our belief in what achievements are possible among the Team and ARC.
  - a. Remember, whatever level you believe in yourself or your team, that's what level you or your team will operate at.
- 4. To conduct honest and forthcoming briefs and debriefs.
- 5. To strive to be a high-performance team.

#### ARC - Project Management and Supervision

Act as the primary point of contact relative to treatment operations for the Team members, CAL FIRE, stakeholders, regulatory agencies, and community groups.

- Lead the planning and implementation of the SLO MONTEREY PINE RESTORATION (SMPR) FOREST HEALTH GRANT #8GG23617 project.
- 2. Provide direction, guidance, support, and conflict resolution as needed for the SMPR FHG.
- 3. Ensure compliance with the regulatory requirements of the approved CalVTP Project Specific Analysis (PSA) and Mitigation Monitoring and Reporting Plan, Coastal Commission Vegetation Treatment Standards (VTS), and/or other CEQA permitting documents as needed to complete treatment implementation.
  - a. Conduct field layout to appropriately protect sensitive resources through flagging, electronic marking, and/or mapping as necessary throughout the duration of the project.
  - b. Provide technical expertise and guidance for vegetation management activities.
  - c. Provide environmental awareness training (as needed) and use of ARC Field Maps for the Team and Avenza maps to contractors.
  - d. Ensure the use of appropriate best management practice techniques, tools, and technologies.
  - e. Attend bi-monthly TEAM MEMBER meetings and weekly tactical meetings.
- 4. Conduct on-site project compliance and supervision 1-3 days a week or as needed for the duration of the project.
  - a. Ensure contract compliance with the requirements of the signed contract, including project specifications, between FSCSLO and the contractor.

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- b. Prepare archaeological records as needed for the duration of the project with support of Ascent Environmental's qualified archaeologist.
- c. Assign tasks and responsibilities to grantees, partners, project compliance teams, biological survey teams, field crew leads, and contractors as needed.
- d. Advise and negotiate with regulatory agencies regarding permitting and treatment implementation as needed.
- 5. Develop and maintain a Treatment Action Plan (TAP) that identifies, by subunit, when biological surveys are to occur, when surveys are completed, what contractor is implementing treatments and what kind of treatment activity, and the start and finish of those treatments for that subunit. The goal is to create and maintain a TAP that shows how the project will complete and track all treatments on or before the grant deadline.
- 6. Provide SPR-AD7 reporting for the CalVTP PSA at the end of each year as required by the Board of Forestry.
- 7. Provide information, documentation, and support to FSCSLO as lead in reporting grant progress to CAL FIRE and information entry into eCivis including activity reports, adjusting treatment area shapefiles, maps, and photo documentation.
- 8. Provide necessary information and support to Upper Salinas-Las Tablas RCD for CA Coastal Commission reporting.

#### ARC – Budget Support

- 1. Work with the FSCSLO to develop and manage the project budget.
- 2. Develop and evaluate scopes of work as needed.
- 3. Route acceptable scopes of work to FSCSLO for final evaluation and contracting.
- 4. Review incoming invoices from contractors for accuracy.
- 5. Ensure resources are allocated effectively and efficiently.

#### ARC - Lead Sub-Contractor Management

- 1. Develop Requests for Qualifications (RFQ) and/or Requests for Bids (RFB) as needed to support subcontractor surveys and treatment implementation
  - b. Develop a rubric based on the RFQ and RFB to support the selection of subcontractors among ARC, FSCSLO, and that Team Member's property
  - c. Submit winning contractor recommendation to FSCSLO to award and finalize the contract

#### **ARC - Project Coordination and Communications**

- 1. Coordinate and lead bi-monthly grantor, grantee, and Team Member meetings
- 2. Coordinate and lead weekly tactical and planning meetings with Team Members as necessary

- 3. Support strategic development of public relations and communications as requested by FSCSLO or Team Members
  - a. Includes speaking, development of presentations, maps, or additional support materials for communications by FSCSLO or Team Members as requested.

### ARC – Mapping

- 1. Develop an ARC GIS PRO project utilizing FIELD MAPS for the SMRP FHG and deliver reporting information to an outward facing Dashboard for use on FSCSLO website, SLO Monterey Pine Restoration and/or link to Team Members' websites.
- 2. Develop maps appropriate for CAL FIRE eCivis reporting.
- 3. Generate any other Avenza maps needed by the Team.
  - a. Break treatment units down to 2–5-acre logical subunits to support biological survey requirements and CAL FIRE eCivis, CA Board of Forestry and Fire Protection VTP, and CA Coastal Commission reporting for completed acres.
  - b. Provide general base layers and shapefiles as appropriate with publicly available data to support treatment implementation and biological surveys

### ARC - Monitoring and Documentation

- 1. Maintain and monitor a series of pre and post treatment GPS indexed (Lat-Long) photo-points to track ecological and physiological responses following treatments throughout the duration of the project.
- 2. Promote and support the development of research related opportunities as necessary throughout the duration of the project.
- 3. Maintain comprehensive project documentation, reports, and correspondence.
- 4. Ensure all treatment implementation related documents are organized and accessible for review and audits as necessary.
- 5. Support amendment documentation and/or minor clarification development where applicable.
- 6. Post documents in an internet cloud-based storage (Google drive, etc.) for accessibility to Team members as appropriate

### CAL FIRE SLU – TEAM MEMBER

- 1. A commitment to working collaboratively on this project and responding expeditiously to requests regarding the needs of this project.
- 2. A commitment to attending bi-monthly TEAM MEMBER meetings, weekly tactical meetings, support and advise on regulatory issues, public outreach, or media tours, or other functions important to the positive outcome of the project.
- 3. Name two people to represent CAL FIRE for the duration of the project.

## Upper Salinas – Las Tablas Resource Conservation District – (US-LTRCD) TEAM MEMBER - PROJECT COMPLIANCE SUPPORT TEAM

- 1. US-LTRCD, with concurrence of Friends of Fiscalini Ranch Preserve (FFRP) and Cambria Community Services District (CCSD) and coordination with ARC, will lead project supervision for Fiscalini Ranch Preserve. ARC may also provide support as needed in this capacity.
- 2. US-LTRCD, in coordination with FSCSLO and ARC, will lead in maintaining the requirements of the Public Works Plan with the California Coastal Commission for the SMPR FHG.
- 3. In addition, US-LTRCD will also support ARC on daily project compliance and supervision 1-3 days a week or as needed for the duration of the project including, but not limited to, conducting the following tasks:
  - a. Ensure compliance with the regulatory requirements of the approved CalVTP Project Specific Analysis (PSA) and Mitigation Monitoring and Reporting Plan, CA Coastal Commission, and/or other CEQA permitting documents as needed to complete treatment implementation.
  - b. Conduct field layout to appropriately protect sensitive resources through flagging and mapping as necessary throughout the project.
  - c. Provide technical expertise and guidance for vegetation management activities.
  - d. Ensure the use of appropriate techniques, tools, and technologies.
  - e. Ensure contract compliance with the requirements of the signed contract, including project specifications, between FSCSLO and the contractor.
  - f. Support negotiations with regulatory agencies regarding permitting and treatment implementation as needed.
  - g. Assign tasks to the biological survey teams, field crew leads, and contractors.
  - h. Attending bi-monthly TEAM MEMBER meetings and weekly tactical meetings.

### VMP, Inc. – FIELD CREW LEADER TEAM - CONTRACTOR

- 1. Managing day to day on-site work
- 2. Ensuring contract compliance with the requirements of the signed contract, including project specifications, between FSCSLO and the contractor including requesting technical guidance if there is a question regarding any aspect of the operation.
- 3. Ensure compliance with the regulatory requirements of the approved CalVTP Project Specific Analysis (PSA) and Mitigation Monitoring and Reporting Plan and/or other CEQA permitting documents as needed to complete treatment implementation.
- 4. Ensuring adherence to project schedules and plans.
- 5. Reporting progress and issues to the Project Team Leads and Project Compliance Team at least once a day either on-site or by phone.
- 6. Ensuring contractors' tools and equipment are properly maintained.

### Hearst Ranch – TEAM MEMBER

- 1. A commitment to working collaboratively on this project and responding expeditiously to requests regarding the needs of this project.
- 2. A commitment to attending bi-monthly TEAM MEMBER meetings, weekly tactical meetings when operations are occurring on HEARST RANCH property, regulatory, public outreach, or media tours, or other functions important to the positive outcome of the project.
- 3. Naming a second person from Hearst Ranch who is knowledgeable of the project and can stand in when needed.
- 4. Prepare, mail, and place any notice required by the Team's CEQA permitting regulations.
- 5. Provide clear directions, conditions, and process for access to the project property for authorized work activity, ensure timely and reasonable action on access requests, keys, or combinations to properties for FSCSLO, ARC, contractors, subcontractors, and necessary Team members.

## California Department of Fish and Wildlife – TEAM MEMBER

- 1. A commitment to working collaboratively on this project and responding expeditiously to requests regarding the needs of this project.
- 2. A commitment to attending bi-monthly TEAM MEMBER meetings, weekly tactical meetings when operations are occurring on CAMBRIA ECOLOGICAL RESERVE, regulatory, public outreach, or media tours, or other functions important to the positive outcome of the project.

- 3. Naming a second person from CA Department of Fish and Wildlife who is knowledgeable of the project and can stand in when needed.
- 4. Prepare, mail, and place any notice required by the Team's CEQA permitting regulations.
- 5. Provide clear directions, conditions, and process for access to the project property for authorized work activity, ensure timely and reasonable action on access requests, keys, or combinations to properties for FSCSLO, ARC, contractors, subcontractors, and necessary Team members.

### Fiscalini Ranch Preserve – Cambria Community Services District – TEAM MEMBER

- 1. A commitment to working collaboratively on this project and responding expeditiously to requests regarding the needs of this project.
- 2. A commitment to attending bi-monthly TEAM MEMBER meetings, weekly tactical meetings when operations are occurring on FISCALINI RANCH PRESERVE, regulatory, public outreach, or media tours, or other functions important to the positive outcome of the project.
- 3. Naming a second person from Cambria Community Services District who is knowledgeable of the project and can stand in when needed.
- 4. Prepare, mail, and place any notice required by the Team's CEQA permitting regulations.
- 5. Provide clear directions, conditions, and process for access to the project property for authorized work activity, ensure timely and reasonable action on access requests, keys, or combinations to properties for FSCSLO, ARC, contractors, subcontractors, and necessary Team members.

## Fiscalini Ranch Preserve – Friends of Fiscalini Ranch Preserve– PARTNER MEMBER

- 1. A commitment to working collaboratively on this project and responding expeditiously to requests regarding the needs of this project.
- 2. A commitment to attending bi-monthly TEAM MEMBER meetings, weekly tactical meetings when operations are occurring on FISCALINI RANCH PRESERVE, regulatory, public outreach, or media tours, or other functions important to the positive outcome of the project.
- 3. Naming a second person from Friends of Fiscalini Ranch who is knowledgeable of the project and can stand in when needed.
- 4. Prepare, mail, and place any notice required by the Team's CEQA permitting regulations.

5. Provide clear directions, conditions, and process for access to the project property for authorized work activity, ensure timely and reasonable action on access requests, keys, or combinations to properties for FSCSLO, ARC, contractors, subcontractors, and necessary Team members.

### **ARTICLE II. AGREEMENT**

### 1. TERM

- a. This MOU is in effect for the duration of the SLO Monterey Pine Restoration Forest Health Grant (85887428) that begins on December 1<sup>st</sup>, 2024, and expires on July 30<sup>th</sup>, 2030. The TEAM contemplates a productive, long-term relationship and to that end no later than 270 days prior to the end of the term the TEAM agrees to commence discussions regarding an extension of this MOU.
- b. Any TEAM member may terminate their membership in this MOU prior to the termination date by providing at least 60 (SIXTY) days written notice to other TEAM members. If issues arise, the TEAM will make every effort to address and resolve them in a timely manner to continue the SLO MONTEREY PINE RESILIENCE TEAM.
- c. This MOU may only be modified in writing with mutual consent and signatures of all TEAM members. Requests for modifications will be forwarded in writing by one TEAM member to the others, enclosing the proposed form of modification, at least (60) SIXTY days prior to the proposed date of said modification(s).
- d. Nothing in this Article shall restrict the ability of the TEAM to enter into additional agreements among all or between two TEAM members of this MOU and termination of this MOU does not terminate additional agreements.

### 2. PROPERTY UTILIZATION AND DISPOSITION

- a. The TEAM may, as is advantageous and necessary to achieve the objectives of this MOU, share property, equipment, and facilities, subject to property regulations of each entity.
- b. All property supplied for the purposes of this MOU by any TEAM member to this MOU will remain the property of that TEAM member.
- c. Any intellectual property, including trademarked names and copyrighted materials, established by any TEAM member for the purpose of or funded by the SLO MONTEREY PINE RESTORATION TEAM, or created in furtherance of this MOU, shall be owned by the creating TEAM, but shall be made available and licensed to other TEAM members at no cost upon request. Such licensure shall be committed by written instrument.
- d. Terms and Conditions related to the access to, and use of each TEAM member's property, equipment, and facilities shall be detailed as needed.

### 3. INDEPENDENT CONTRACTORS

Each party shall perform its obligations described herein as an independent contractor not as an officer, agent, servant, or employee of the other TEAM member hereto. Each TEAM member shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any. Nothing herein shall be considered as creating a partnership or joint venture between the TEAM members.

### 4. COMPLIANCE WITH LAWS

To the extent feasible, this MOU will be governed by the laws of the State of California in all respects as to interpretation, construction, operation, effect, and performance.

### 5. PARTIAL INVALIDITY

If any term, covenant, condition, or provision of this MOU be held by a court of competent jurisdiction to be invalid, void, or unforeseeable, it shall be severable from this MOU and the remaining terms, covenants, conditions, and/or provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

### 6. NO THIRD PARTY BENEFICIARES

This MOU does not confer any additional legal rights, liabilities, or obligations, between the TEAM members, or to third parties that do not already exist.

### 7. NO ASSIGNMENT

This MOU is not assignable by any TEAM member, in whole part, without prior written consent of the other TEAM members, which shall not be withheld unreasonably. Any such transfer or assignment made in violation of this section shall be void.

### 8. PARAGRAPH TITLES

The paragraph titles of this MOU are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of intent of this MOU or in any way affect this MOU.

### 9. NON-EXCLUSIVE AGREEMENT

This agreement in no way restricts the parties from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.

### 9. DEFINITIONS

1. Team Member – Member that has regulatory authority or owns property in which SMPR FHG operations are occurring and decision-making authority over treatments.

2. Partner Member – Member that has management direction over the property but is not the landowner or a regulatory entity.

#### **APPROVAL SIGNATURES**

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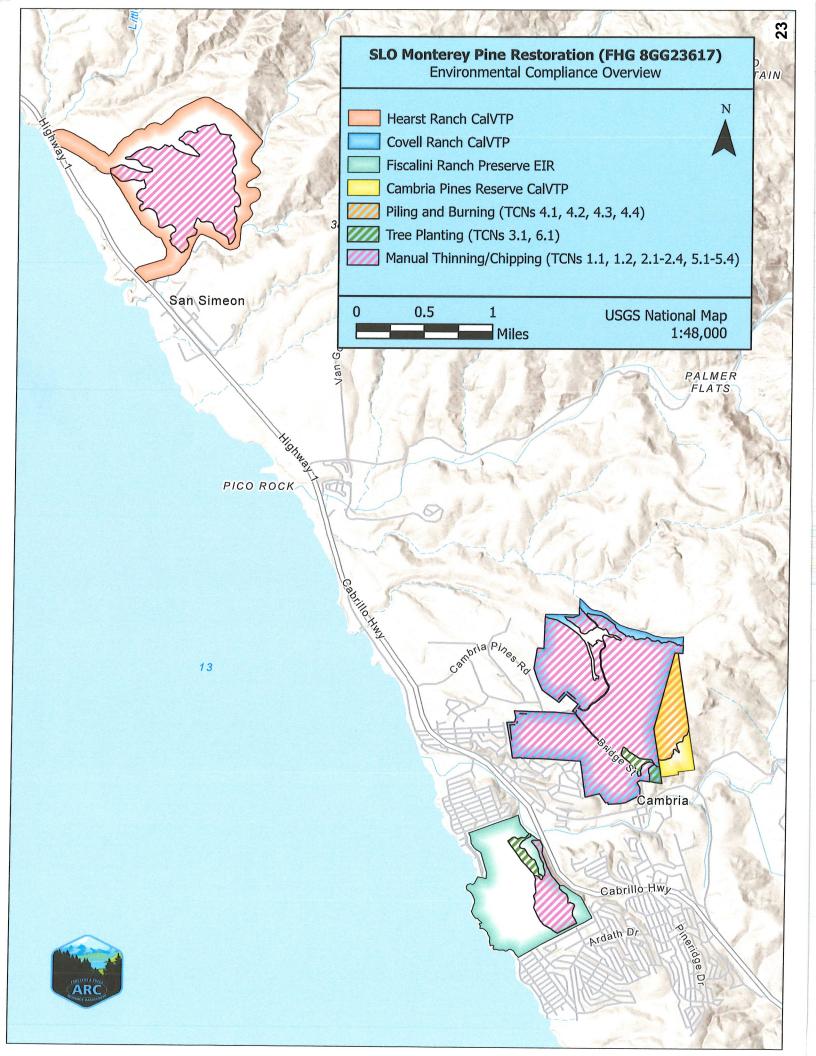
This MOU is effective as of the date of the final signature below:

#### San Luis Obispo County Community Fire Safe Council

Date:	by Dan Turner, Executive Director		
Auten Resource Consulting			
Date:	by Steve R. Auten, Owner		
CAL FIRE SLU			
Date:	by David Erikson, Unit Forester		
Upper Salinas – Las Tablas Resource Conservati	ion District		
Date:	by Devon Best, Executive Director		
Hearst Corporation			
Date:	by		
California Department of Fish and Wildlife			
Date:	by		
Cambria Community Services District			
Date:	by		
Friends of Fiscalini Ranch Preserve			
Date:	by		

Kitty Connolly, Executive Director

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### SLO MONTEREY PINE RESTORATION COALITION -FOREST HEALTH PROJECT

**Project Objectives** – Consistent with the goals of CAL FIRE's Forest Health Grant Program, this project will complete a number of vegetation treatments designed to improve the health of the Cambria Monterey Pine Forest (CMPF). Specifically, the project will reduce hazardous fuel concentrations and ladder fuels; reduce the adverse impacts of dwarf mistletoe, pitch canker, and western gall rust; increase site occupancy of Monterey pine; promote natural regeneration of Monterey pine; reduce overstocked competition for growing space; remove severely deformed, dying, and diseased trees; retain the largest, healthiest trees available; plant Monterey pine seedlings in areas lacking adequate natural regeneration; increase average residual stem diameter; increase rate of carbon sequestration by increasing rate of growth; protect vital habitat components; and reduce the incidence of invasive plants, especially French broom.

**Proposed Treatments/Activities** – Within the four ownerships listed above, 17 treatments totaling 2,302 acres are proposed within a unique footprint area of 1,042 acres, using a combination of 6 different activities, as shown below:

Treatment #	Treatment Area Name	Treatment Objective	Treatment Activity	Activity Acres
1.1	PICO CREEK	Fuels Reduction	Thinning (Manual)	302
1.2	PICO CREEK	Fuels Reduction	Chipping	302
2.1	COVELL RANCH	Fuels Reduction	Thinning (Manual)	225
2.2	COVELL RANCH	Fuels Reduction	Chipping	225
2.3	COVELL RANCH	Fuels Reduction	Thinning (Manual)	382
2.4	COVELL RANCH	Fuels Reduction	Chipping	382
3.1	COVELL RANCH	Reforestation	Tree Planting (Manual)	16
4.1	CAMBRIA RESERVE	Fuels Reduction	Piling (Manual)	75
4.2	CAMBRIA RESERVE	Fuels Reduction	Pile Burning	75
4.3	CAMBRIA RESERVE	Fuels Reduction	Invasive Plant Removal	29
4.4	CAMBRIA RESERVE	Fuels Reduction	Piling (Manual)	75
4.5	CAMBRIA RESERVE	Fuels Reduction	Pile Burning	75
5.1	FISCALINI RANCH	Fuels Reduction	Thinning (Manual)	42
5.2	FISCALINI RANCH	Fuels Reduction	Chipping	42
5.3	FISCALINI RANCH	Fuels Reduction	Thinning (Manual)	20
5.4	FISCALINI RANCH	Fuels Reduction	Chipping	20
6.1	FISCALINI RANCH	Reforestation	Tree Planting (Manual)	15

**Activity Prescriptions:** Below is a brief description of how each activity (operational method) will be conducted. All work will be supervised by project managers, agency staff, and/or landowners/managers as necessary to meet project objectives. Prior to and during operations, detailed on-the-ground training and oversight will be provided for all personnel involved as to prescription details for each method used.

**Thinning (Manual and Mechanical)** – Target residual stem spacing should be approximately 15-20 feet between trees to achieve an average stocking level of 200 trees per acre (TPA). Except for hazard tree removal, all trees over 8 inches diameter at breast height (DBH) will be retained. Trees/shrubs not meeting the guidelines below for desirable residual trees/shrubs will be considered excess and removed.

- Pine retention Retained pines under 8 inches DBH will be generally free of major form defects such as forks, severe leans/sweep, and broken/dead tops. Residual pines should have at least 25% live crown ratio. Residual pines should not have evidence of galls, cankers, or fruiting bodies on the main stem. If inadequate numbers of disease-free trees exist, trees with galls, cankers and/or fruiting bodies evident on branches <u>only in the lower 20%</u> of the crown may be retained. Optimal crown spacing between pines will be where live crowns are not touching such that each stem has vertical and horizontal growing space. Stem spacing should vary widely to achieve 200 TPA since smaller pines with narrow crowns should be more closely spaced than larger pines with wider crowns. Pines will be favored for retention when choosing between pines, oaks, and shrubs.
- <u>Live oak retention</u> In order to maximize potential site occupancy of pine trees, oaks less than 8 inches DBH should be removed where they are competing for growing space with larger oaks or with desirable residual pines. Oaks will be favored for retention over competing shrubs.
- <u>Shrub retention</u> Large shrub specimens such as coffeeberry, toyon, and manzanita will be retained where they are not competing for growing space with residual pines or oaks. Shrubs should be retained in a mosaic with denser concentrations retained in areas associated with unique habitat such as watercourse buffer zones, steep slopes, or surrounding woodrat nests or den trees/snags.
- <u>Pruning</u> In order to eliminate ladder fuel concentrations to reduce the fire hazard, residual trees/shrubs should be pruned to a minimum height of 6 feet above the ground. Pruning operations will observe industry standards for protection of each tree including making cuts above the branch collar.

**Chipping** – Where chipping is conducted for slash disposal, chips will be distributed on-site as thinly and evenly as possible, to avoid fuel buildup and promote rapid decomposition, unless removed to an off-site location.

**Prescribed Fire-broadcast burning** -- Broadcast prescribed burning will occur on treated areas on Pico Creek stand and may occur on other project sites as appropriate and allowed. The goal of broadcast burning is to reintroduce natural low intensity ground fire to the landscape. Historically low intensity fire from lightning or fires ignited indigenous people would reduce disease and competition by thinning understory shrubs and small pines. The strongest pines would survive. Monterey pine is a closed cone pine and partially serotinous and as such is fire adapted. Monterey pine expects low intensity fire as part of its life cycle which opens cones and results in vigorous seedling production following the fire.

All broadcast burning will require an approved Burn Plan; Smoke Management Plan; and permits issued by CAL FIRE and Burn Authorization issued by Air Pollution Control District (APCD).

**Piling (Manual), Pile Burning** – Manual piling operations have identical prescription guidelines as thinning above except cut material will be piled for burning rather than being chipped. Pile dimensions will be minimized to the extent feasible in order to reduce crown scorch, smoke production, and burn-down time during pile burning operation. Piles should be located away from

and not under live crowns of residual trees. Piles should be allowed to dry a minimum of 2-3 months during dry weather to promote optimal consumption. Piles should be tarped with water-resistant covering to promote rapid ignition and good consumption during wet weather. All burning will be in accordance with a Burn Authorization issued by APCD.

**Tree Planting** – Native seed cones from trees on site are preferred for regeneration and primary goal is to allow for natural regeneration. Where insufficient germination occurs, in order to boost stocking levels in poorly stocked areas and promote site occupancy of Monterey pines, locally grown Monterey pine seedlings will be planted in openings devoid of trees or large shrubs or in areas where increasing the geographic footprint is desirable.

**Invasive Plant Removal** – Removal of French broom will occur in designated areas using herbicide application, hand pulling, and weed wrenches. Extracted plants will be placed in small piles to decompose on-site to avoid spreading seeds or pile burned.

#### **PROJECT TREATMENT AREAS**

#### **PICO CREEK-HEARST RANCH**

The goal is to restore 320 acres of the Pico Creek Monterey pine stand to a healthy condition by conducting thinning via manual and mechanical methods followed by prescribed fire using pile and broadcast burning (conducted by CAL FIRE) to replicate conditions following historical natural and cultural fires.

#### **COVELL RANCH**

The goal is to complete the restoration of 617 acres of the Covell Monterey pine stand to a healthy condition by conducting thinning via manual and mechanical methods followed by prescribed fire using pile burning (conducted by CAL FIRE) to replicate conditions following historical natural and cultural fires. Of the 617 treatment acres, 225 acres will be initial treatment (units 4 & 5) and 382 acres will be follow-up treatments from previous work conducted during 2021-2023 (units 1-3). Invasive plant removal (French broom). Planting of seedlings where necessary.

#### CAMBRIA ECOLOGICAL RESERVE-CA DEPT OF FISH AND WILDLIFE

The goal is to restore 75 acres of the Cambria Ecological Reserve Monterey pine stand to a healthy condition by conducting thinning via manual and mechanical methods followed by prescribed fire using pile and broadcast burning (conducted by CA Dept of Fish and Wildlife) to replicate conditions following historical natural and cultural fires. Invasive plant removal (French broom).

# FISCALINI RANCH PRESERVE- CAMBRIA CSD AND FRIENDS OF FISCALINI RANCH PRESERVE

The goal is to restore 62 acres of the Fiscalini Ranch Preserve Monterey pine stand to a healthy condition by conducting thinning via manual and mechanical methods to replicate conditions following historical natural and cultural fires, however no prescribed fire will be used on Fiscalini Ranch Preserve. Planting of seedlings on 15 acres to expand the geographic footprint of the stand to prior dimensions. Invasive plant removal (French broom).

**Environmental Compliance** – Formal CEQA environmental review is <u>complete</u> for all proposed treatment areas. Compliance will be accomplished by following all provisions of the applicable environmental document as follows:

- Pico Creek CalVTP PSA ID 2023-16 Hearst Ranch
- Covell Ranch CalVTP PSA ID 2021-13 Covell Ranch
- Cambria Pines Reserve CalVTP PSA ID 2022-36 Cambria Reserves
- Fiscalini Ranch CERTIFIED FINAL MEIR (11-16-09) Fiscalini Ranch Preserve

Compliance with the environmental documents above will be conducted in a manner consistent with all management plans, public works plans (PWP), conservation easements, and other applicable policies, permits, and guidelines. Periodic supplemental compliance work may occur during the life of the project including additional surveying for protection of various resource values, delineation of watercourse and other resource buffers, minor use permits, burn permits, and implementation of applicable standard project requirements and mitigation measures.

