

FS Agreement No. 20-CO-11050700-015

Cooperator Agreement No. _____

COLLECTION AGREEMENT
Between The
PACIFIC GAS AND ELECTRIC COMPANY
And The
UNITED STATES DEPARTMENT OF AGRICULTURE,
U.S. FOREST SERVICE
LOS PADRES NATIONAL FOREST

This COLLECTION AGREEMENT is hereby entered into by and between the Pacific Gas and Electric Company, hereinafter referred to as "PG&E", and the United States Department of Agriculture (USDA), Forest Service, Los Padres National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of the Cooperative Funds Act of June 30, 1914 (16 U.S.C. 498 as amended by Pub. L. 104-127).

Background: The Los Padres National Forest (LPNF), located in the coastal mountains of Southern and Central California, is one of 11 National Forest's serviced by Pacific Gas and Electric Company. The LPNF is comprised of 1.9 million acres and contains 10 designated Wilderness areas.

Historically, conifer forests, oak woodlands and savannahs on what is now the LPNF burned frequently and at low severity. Due to wildfire suppression and 20th century timber harvesting practices, much of the conifer forests, oak woodlands, and oak savannahs on the LPNF have unnaturally high fuel loading conditions that favor a high severity, stand-replacing fire regime. In past decades, many areas historically dominated by conifers or oaks have burned at high severity and have converted to a chaparral vegetation type. The LPNF seeks to restore existing conifer, oak woodland, and oak savannah vegetation types on the landscape by re-introducing a natural, low-severity and frequent fire regime via the reduction of fuels mechanically and through prescribed burning.

The Los Padres National Forest is part of the larger California wildlands, which are dominated by ecosystems that evolved with fire which shaped these landscapes and provided resilience and renewal. Recognition by scientists and land managers of the ecological benefits of fire has led to development of policies and guidance to support the expanded use of fire to improved ecological conditions and more effectively undertake fire and fuels management across the landscape.

Pacific Gas and Electric Company and the Los Padres National Forest seek to establish a partnership that aligns with the mutual goals of maintaining the health of the Nation's Forests, and in the prevention and reduction of catastrophic wildfires.

Title: Fuels Implementation and NEPA Project



I. PURPOSE: The purpose of this agreement, and incorporated Financial Plan, is to document the voluntary contribution of funds from PG&E to the U.S. Forest Service to implement fuels reduction treatments on existing projects, and to complete environmental analysis and National Environmental Policy Act (NEPA) compliance for a landscape scale prescribed fire and fuels management project.

II. THE COOPERATOR SHALL:

- A. LEGAL AUTHORITY. PG&E shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.
- B. Perform in accordance with the Financial Plan.
- C. Upon presentation of a Bill for Collection, deposit with the U.S. Forest Service the amount agreed to in the Financial Plan.
- D. Coordinate with the Los Padres Forest Public Affairs Officer, Andrew Madsen (andrew.madsen@usda.gov or 805-961-5759), prior to release of grant project information.
- E. Perform in accordance with the Statement of Work and the Financial Plan attached as Exhibits A and B.

III. THE U.S. FOREST SERVICE SHALL:

- A. ADVANCE BILLING. The maximum total cost liability to PG&E for this agreement is **\$1,681,610**. The U.S. Forest Service shall bill PG&E prior to commencement of work for deposits sufficient to cover the estimated costs (including overhead) for the specific payment period. **Overhead shall not be assessed.**

Billing Method: Lump Sum Payment – Upon Receipt of Bill for Collection

Billing must be sent to:

Laura Weyant
2730 Gateway Oaks Dr. Ste. 220
Sacramento CA 95833
L1wv@pge.com
(925) 551-1637

- B. Perform in accordance with the attached Financial Plan (Exhibit A).
- C. Provide PG&E with quarterly project status updates on listed projects within the application for which funds were awarded to the U.S. Forest Service.



D. Also to comply with, but not limited to:

- 1) Reply with requests for phone calls with project manager on needs basis;
- 2) Proof of invoicing for capital expenditures;
- 3) Proof of work contracted with outside agencies;
- 4) Provide documentation of funds used by March 31 of each year

IV. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

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

Principal PG&E Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Jon Wilcox 2730 Gateway Oaks Dr., Ste. 220 Sacramento, CA 95833 Telephone: (916) 704-1771 Email: J7wk@pge.com	Lauren Baeta - ACRINC 3443 Deer Park Drive Stockton, CA 95219 Telephone: (209) 403-6179 Email: Lbaeta@artinc.com

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Susan Shaw, Ecosystems, Fuels & Rx Fire Staff Officer - Los Padres NF 6750 Navigator Way, Suite 150 Goleta, CA 93117 Telephone: 805-961-5709 cell: 805-680-3406 fax: 805-968-6640 Email: susan.shaw@usda.gov	Karen McWilliams, Grants Management Specialist 701 N. Santa Anita Avenue Arcadia, CA 91006 Telephone: 626-574-5221 FAX: Email: Karen.mcwilliams@usda.gov

B. FOREST SERVICE LIABILITY TO THE COOPERATOR. The United States shall not be liable to PG&E for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of work by the U.S. Forest Service or its contractors under this agreement, including but not limited to damage to any property owned by PG&E or any third party.

C. REFUNDS. Funds collected in advance by the U.S. Forest Service, which are not spent or obligated for the project(s) approved under this agreement, may be refunded to PG&E, authorized for use for a new agreement by PG&E, or waived by PG&E. A Data Universal Numbering System (DUNS) number and registration in the System for Award Management (SAM) by PG&E may be necessary to process a refund. Due to processing costs, any balance less than \$25 shall not be refunded to PG&E.



- D. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. PG&E is encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:

"PG&E is partnering with the Ecosystems, Fuels and Prescribed Fire program area of the Los Padres National Forest of the U.S. Forest Service, Department of Agriculture to reduce fuel loadings on existing fuel breaks, and to develop a landscape level ecological resilience and fuels reduction strategy on the Los Padres National Forest. The strategy will include long-term plans and guidelines for restoring existing conifer, oak woodland, oak savannah, and grasslands vegetation types from a high-severity fire regime to a more natural, low-severity, frequent fire regime via the strategic use of mechanical fuels reduction treatments and prescribed burning treatments.

PG&E may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. PG&E is requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to the U.S. Forest Service's Office of Communications as far in advance of release as possible.

- E. MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- F. FREEDOM OF INFORMATION ACT (FOIA). Public access to agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 215.36.
- Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).
- G. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or PG&E from participating in similar activities with other public or private agencies, organizations, and individuals.
- H. ENDORSEMENT. Any of PG&E's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of PG&E's products or activities.
- I. NOTICES. Any communication affecting the operations covered by this agreement by the U.S. Forest Service or PG&E will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:



To the U.S. Forest Service Program Manager, at the address specified in the agreement.

To PG&E, at PG&E's address shown in the agreement or such other address designated within the agreement.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- J. COLLABORATION. The U.S. Forest Service and PG&E may mutually agree to collaborate in the review of draft publications, interpretive signs, manuscripts, and other printed material and audiovisuals prior to completion. This agreement, in and of itself, does not authorize PG&E's participation in the project.
- K. USE OF U.S. FOREST SERVICE INSIGNIA. In order for PG&E to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications (Washington Office). A written request will be submitted by Forest Service **LOS PADRES NATIONAL FOREST** to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The U.S. Forest Service **LOS PADRES NATIONAL FOREST** will notify PG&E when permission is granted.
- L. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA. PG&E shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.
- M. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. PG&E shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

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

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."



- N. TERMINATION FOR COLLECTION AGREEMENTS. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. The U.S. Forest Service shall not incur any new obligations for the terminated portion of this agreement after the effective date of termination and shall cancel as many obligations as possible. Full credit must be allowed for U.S. Forest Service expenses and all non-cancelable obligations properly incurred up to the effective date of termination.
- O. DEBARMENT AND SUSPENSION. PG&E shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the Federal Government according to the terms of 2 CFR Part 180. Additionally, should PG&E or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- P. MODIFICATIONS. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.
- Q. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature, and is effective through April 30, 2025 at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.
- R. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.

JON WILCOX, DIRECTOR
Environmental Programs
Pacific Gas & Electric Company

Date

May 13, 2020

KEVIN B. ELLIOTT, FOREST SUPERVISOR
U.S. Forest Service, Los Padres National Forest

Date



The authority and format of this agreement have been reviewed and approved for signature.

KAREN MCWILLIAMS

Date

U.S. Forest Service Grants Management Specialist

Assessment of indirect costs are waived per FSH 1909.13-
2018-1, Chapter 40, 40.61, 1a.

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

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

Statement of Work for Collection Agreement - 4/22/20**Project Name: PG&E-Los Padres National Forest Fuels Implementation and NEPA Project****I. Implementing fuels reduction work in 2020 on projects that currently have NEPA decisions for treatments.*****Santa Barbara Mountain Communities Defense Zone***

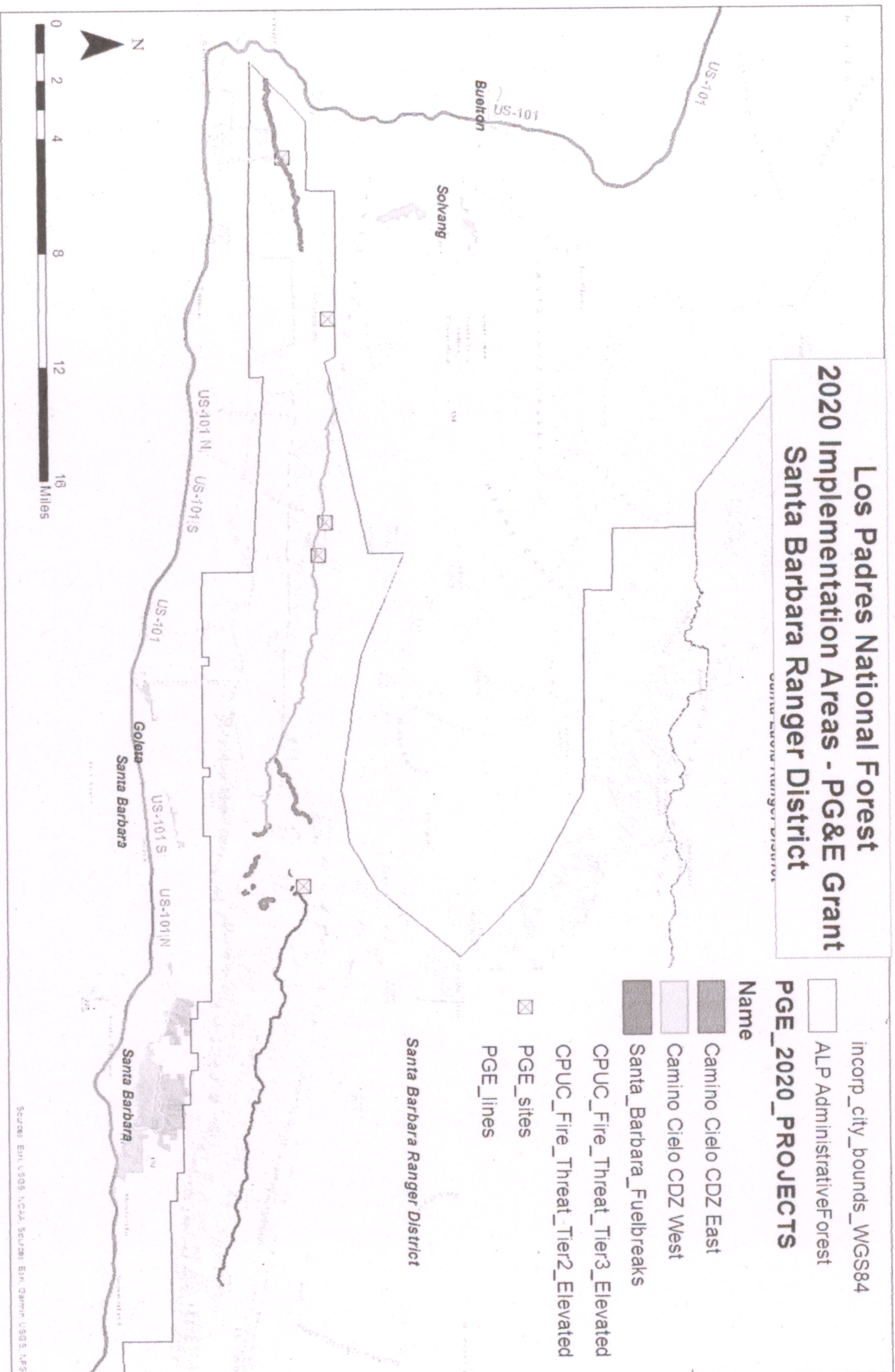
Funds will be used in this project to maintain existing fuel breaks in chaparral vegetation to reduce wildfire threats posed to the mountain communities in the hills north of Santa Barbara. The total work here will include mechanical fuels maintenance work on 5.5 miles of fuel breaks, ranging up to 300-500 feet wide, and totaling 198 acres. The fuel breaks are in zones of strategic importance to protect the nearby 174 residences and homesteads from wildfire. The fuel breaks will reduce the intensity of fire behavior within these zones by reducing the amount and changing the arrangement of flammable vegetation.

Camino Cielo Defensible Fuels Profile Zone

Funds will be used in this project to maintain 40 miles of an existing, 300 feet wide ridgetop fuel break in the Santa Ynez Mountains, totaling approximately 1,302 acres. The fuel break spans from Refugio Road east to Romero Saddle along the ridgetops of the West and East Camino Cielo Roads. The total fuel break protects the wildland urban interfaces of Goleta, Santa Barbara, and Montecito from wildfire.

II. Completing NEPA analysis and decision document supporting implementation of landscape fuels reduction treatments

Proposed NEPA under this project would include analysis and decision documents for fuels reduction treatments on the Los Padres NF landscape. Additionally, it would include the same for establishing fuels breaks already identified in the existing Strategic Fuel Break Assessment. Only a small proportion of these fuel breaks have been established (< 10% of them) and/or have a NEPA decision document completed that allows for implementation. Current existing fuel break widths could also be widened, as needed, and would remain shaded where possible. This NEPA analysis could potentially include fuels reduction work along roads, OHV trails, around structures, various facilities, and on NFS land adjacent to private and other government entities' and agencies' lands. More roadside treated areas would mean more suppression and/or prescribed fire containment lines and safer evacuation routes.



Forest Service Agreement # 20-CO-11050700-015

Cooperator Agreement #

Collection Agreement Financial Plan**Cooperator and FS Contributions**

COST ELEMENTS and related data			Cooperator Contribution	FS Non-Cash Contribution	
Line Item Cost Subtotals			Subtotal	Subtotal	Combined Subtotals
PERSONNEL					
Personnel for NEPA project (List all personnel):	# of Days	\$/Day			
NEPA Planner	20.00	\$506.34	\$0.00	\$10,126.80	\$10,126.80
Wildlife Biologist	20.00	\$501.26	\$0.00	\$10,025.20	\$10,025.20
Fish Biologist	20.00	\$501.26	\$0.00	\$10,025.20	\$10,025.20
Botanist	20.00	\$513.55	\$0.00	\$10,271.00	\$10,271.00
Hydrologist	20.00	\$445.36	\$0.00	\$8,907.20	\$8,907.20
Archaeologist	20.00	\$482.39	\$0.00	\$9,647.80	\$9,647.80
Forester	20.00	\$504.78	\$0.00	\$10,095.60	\$10,095.60
Fuels Specialist	20.00	\$467.49	\$0.00	\$9,349.80	\$9,349.80
Roads Engineer	40.00	\$434.08	\$0.00	\$17,363.20	\$17,363.20
GIS	30.00	\$459.69	\$0.00	\$13,790.70	\$13,790.70
Tribal Liaison	20.00	\$356.40	\$0.00	\$7,128.00	\$7,128.00
District Resource/Recreation	40.00	\$463.67	\$0.00	\$18,546.80	\$18,546.80
Public Affairs Officer	10.00	\$663.61	\$0.00	\$6,636.10	\$6,636.10
Administration	15.00	\$663.61	\$0.00	\$9,954.15	\$9,954.15
Local Fuels field data collection crew	10.00	\$273.26	\$0.00	\$2,732.60	\$2,732.60
Subtotal, Personnel:	325.00		\$0.00	\$154,600.15	\$154,600.15
TRAVEL					
Explanation of trips:	Vehicle Mileage Cost or Airfare Cost	# of Trips	PerDiem and Lodging		
From Where/To Where/For Whom					
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
Subtotal, Travel:	\$0.00	0	\$0.00	\$0.00	\$0.00
EQUIPMENT					
Name and Type of Equipment:	Unit Cost	Quantity			
			\$0.00		\$0.00
			\$0.00		\$0.00
				\$0.00	\$0.00
Subtotal, Equipment:	\$0.00	0	\$0.00	\$0.00	\$0.00
SUPPLIES					
Name and Type of Supplies:	Unit Cost	Quantity			
			\$0.00		\$0.00
			\$0.00		\$0.00
				\$0.00	\$0.00
Subtotal, Supplies:	\$0.00	0	\$0.00	\$0.00	\$0.00

CONTRACTUAL			
Describe Contracts that will most likely result from this project:			
Camino Cielo/Santa Barbara Fuel Break brush mowing (1,500 acres)		\$1,200,000.00	\$1,200,000.00
Resource Survey & NEPA Compliance contractor		\$481,610.00	\$481,610.00
			\$0.00
Subtotal, Contractual:		\$1,681,610.00	\$0.00
OTHER			
Describe Other Costs of the Project:			
			\$0.00
			\$0.00
			\$0.00
Subtotal, Other:		\$0.00	\$0.00
TOTAL DIRECT CHARGES		\$1,681,610.00	\$154,600.15
OVERHEAD ASSESSMENT (if applicable, see FSH 1909.13)	Insert Rate Here:		
Total Party Costs		\$1,681,610.00	\$154,600.15
COST ELEMENTS SUBJECT TO NATIONAL PASS-THROUGH RATES		Cooperator Contribution	
TOTAL CHARGES		\$0.00	
OVERHEAD ASSESSMENT (if applicable, see FSH 1909.13)	Insert Rate Here:		\$0.00
Total Pass-Through Costs		\$0.00	
TOTAL PROJECT COSTS		\$1,836,210.15	

Burden Statement

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