



**GOVERNANCE POLICY:  
SIERRA CLIMATE ADAPTATION & MITIGATION  
PARTNERSHIP**

**A program of Sierra Business Council**

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## PREAMBLE

Established in 2014, the Sierra Climate Adaptation & Mitigation Partnership (Sierra CAMP) empowers and convenes Sierra leaders from government, business, academia, and community groups to share best practices, develop strategies for action, and build connections with urban downstream users of Sierra Nevada ecosystem services. Sierra CAMP provides a forum for local and regional organizations that are already tackling mitigation and resilience activities, as well as for new partners seeking to become engaged in this effort. Through increased coordination and collaboration, the Sierra Nevada can both adapt to the impacts of climate change and foster vibrant communities and a resilient environment that supports biodiversity and human activity.

The Sierra Nevada is a resource-rich region that supplies many benefits to the state. (see Appendix A for the map). It is the state's principal watershed, supplying up to 2/3 of California's developed water supply for urban areas – including San Francisco, the San Joaquin Valley, the Central Coast, and Southern California – and 1/3 of California's rich agricultural land. The Sierra sustains 60% of California's animal species and almost half of its plant species. In addition, Sierra forests supply up to half of California's annual timber yield and 15% of the state's total power needs through hydropower generation, with the capacity to develop even more renewable energy sources (i.e., biomass, solar, wind). Its forests, meadows, and working lands are also uniquely suited to help reduce the warming impact of climate change by sequestering carbon. Sierra forests alone store enough carbon to offset the annual CO<sub>2</sub> emissions of 108 coal-fired power plants.

The Sierra Nevada is more than trees, water, and creatures; the region also experiences more than 50 million recreational visits per year, generating billions in revenues, and is home to more than 880,000 residents in 200+ local communities – communities that require smart housing, transportation, energy efficiency, public health, and resource conservation planning for economic sustainability, job creation, recreation, and preservation of the history and community character that are unique to the region.

In 2006 California set a visionary goal for the reduction of greenhouse gas emissions in order to reduce anthropogenic warming of the climate system, mitigate potential harm to human and natural communities, and demonstrate policies for the nation and the world to follow. The targets set by statute and executive order require a reduction in greenhouse gas emissions to 1990 levels by 2020 – and emissions to drop 80% below 1990 levels by 2050. It appears that early action policies have exceeded initial 2020 targets. California is beginning to consider the next steps in anticipation of meeting its 2050 targets. In order to achieve an 80% reduction below 1990 levels, a new broad and geographically diverse statewide partnership will be necessary. Emission reduction targets will have to be shared in rural regions and implementation strategies will have to be patterned to the unique environment, human settlement patterns and land uses of rural California. In addition to building on early adoption strategies such as low-carbon transportation, increasing access to renewable energy, and improved waste management, achieving 2050 targets will require a renewed focus and new strategies in the agriculture, water, and natural and working lands sectors.

The Sierra Nevada faces enormous challenges on many fronts. For example, census data from 2019 shows 1 in 4 Sierra residents was living below the poverty line and 40% of residents are considered housing-burdened, a rate significantly higher than the rest of California. Sierra Nevada regional economies regularly suffer higher unemployment rates, lower earned income rates, lower per capita

income, and slower economic recovery rates than most other regions of the state. Adjustments in natural and human systems in response to climate change that mitigate impacts while reducing greenhouse gas emissions could be harnessed as a powerful force to create new beneficial opportunities, spur economic development, and improve the quality of life in rural regions like the Sierra Nevada.

Due to the impacts of drought, tree mortality, and an increasingly expansive wildland-urban interface (WUI), the Sierra Nevada continues to experience devastating and record-breaking wildfires. These fires contribute to poor air quality, affect local households and businesses, burn up stored carbon, destroy critical wildlife habitat, impact water quality, and can disrupt energy distribution to connected urban centers.

With decreased snowpack, continued drought, higher temperatures, and more numerous and severe wildfires predicted as the new “normal,” Sierra communities and the urban metropolitan communities rely on the Sierra’s natural resources to reduce climate change impacts and adapt to changing conditions. Preparing for and achieving statewide goals related to the impacts of climate change will require regional collaboration that draws on and builds expertise, capacity, and coordination among industry; local, state, and federal government; businesses; organizations; and community groups throughout the Sierra Nevada and in the urban areas that rely on resources from the Sierra.

Because climate impacts recognize no boundaries, preparing for these challenges will require unprecedented collaboration and engagement by stakeholders from every segment of the Sierra Nevada region. Cooperation and collaboration can bring about innovation, advance comprehensive solutions, and ensure that the region has a role in decision-making. Working together will also allow the region to seek and respond to funding opportunities that support regional implementation and research needs.

However, there are currently few structured opportunities in the Sierra Nevada for collaboration between organizations to exchange information and leverage resources to increase resilience to regional and global climate impacts.

Sierra CAMP aims to fill this gap. This document is designed to allow Sierra CAMP and its members to maintain the necessary structure to support the objectives set forth in this document. This document also provides information on how Sierra CAMP members will work together and manage the strategic direction of the Partnership. It covers the areas of membership, dues and contributions, organizational structure, and administrative and financial provisions. The guiding principles are subject to future refinement or changes as Sierra CAMP members may find necessary or advisable.

## **ORGANIZATIONAL STRUCTURE OF THE SIERRA CLIMATE ADAPTATION & MITIGATION PARTNERSHIP**

### **ARTICLE I: Purpose**

The Sierra Climate Adaptation and Mitigation Partnership (Sierra CAMP) is designed to promote greater resilience through coordination at the regional and local level across the twenty-two-county Sierra Nevada region. The purpose of this partnership is to catalyze leaders from government, public health,

business, academia, and community groups to come together – within and across the market and jurisdictional boundaries – to share information and best practices in a respectful and informative space, leverage efforts and resources, avoid duplication, identify critical needs and agreed-upon strategies and actions, and identify or develop funding sources to meet those needs. Furthermore, this partnership aims to build productive relationships with urban downstream users of Sierra Nevada ecosystem services to develop broader support for the protection and enhancement of resources that are critical to the rest of the state through regular engagement in the Alliance of Regional Climate Collaboratives for Adaptation (ARCCA).

#### SIERRA CAMP PRIORITIES:

- Educate on & engage in climate solutions.
- Provide climate policy analysis & education.
- Convene region-wide collaborators to maximize funding.
- Support & facilitate projects where appropriate.
- Build stakeholder capacity to address climate change.

### **ARTICLE II: Formation & Structure**

Sierra CAMP is not about regional governance; instead, it works as a cooperative network to benefit its member organizations. For ease of formation and administration, and to maintain flexibility, Sierra CAMP is structured as an unincorporated membership association made up of entities representing regional interests that are involved in policy and decision-making related to climate change or influence how the region responds to climate change. The Sierra Business Council (SBC) provides fiscal and administrative support for Sierra CAMP.

#### **Section 1. Geographic Scope.**

Sierra CAMP will use the geographic boundaries of the Sierra Nevada as defined by the State of California’s Sierra Nevada Conservancy (see map in Appendix A) with the addition of the California portions of the Lake Tahoe Basin.

Sierra CAMP is committed to working closely and cooperatively with adjacent or overlapping regions, resources, collaboratives, and interests.

#### **Section 2. Relationships of Members.**

Execution of this Charter does not create a new legal entity separate from the individual members. This Charter does not create an “advisory committee” as that term is defined in the Federal Advisory Committee Act, as amended (Pub. L. 92-463). This Charter also does not result in the joint exercise of powers as set forth in California Government Code section 6500 et seq. This Charter is not intended to create a “partnership” as contemplated under Sections 15501, 15611, and 16100 of the California Corporations Code, nor does a joint venture or principal-agent relationship exist between or among the participating organizations. This Charter is not intended to, and does not, impose any legally binding requirements on the individuals and entities that participate in the Partnership as members. Participating in the deliberations, decisions, and activities of the Partnership does not create a legal

obligation for any of its participants. Members recognize and respect that each participant is first bound to their organization and within their organization's constraints bring what resources that they can to the Partnership's efforts.

Sierra CAMP is committed to acting in the role of facilitator, not superseding or supplanting implementation efforts.

### **Section 3. Communications.**

Members and collaborating partners can receive and send communications through the Partnership listserv. Members and collaborating partners can participate in and share information during member meetings, which are hosted by the Program Manager's organization. Members and collaborating partners agree to treat information as confidential when requested by a member organization, Program Manager, or the steering committee. Members agree to disclose any conflicts of interest, in writing, to the Program Manager and recuse themselves from voting on issues for which they have a conflict of interest. Members agree to communicate openly, clearly, honestly, and respectfully, and share any information relevant to Partnership common issues among participating organizations.

Direct communications with the Program Manager either via phone, email, or in-person or virtual meeting will be considered confidential unless otherwise specified.

### **ARTICLE III: Objectives**

Sierra CAMP's objectives are as follows:

1. Educate on and engage in climate solutions.
  - Through regular educational events and meetings, Sierra CAMP will continue to showcase case studies in climate action, mitigation, and adaptation in the Sierra Nevada that address unique mountain community challenges.
2. Provide climate policy analysis and education.
  - Sierra Business Council has a robust Government Affairs department and legislative engagement strategy. Sierra CAMP is able to take the general memos and information that SBC's Gov Affairs team assembles and make it available to Sierra CAMP members to inform their own legislative action.
  - Conduct climate risk communication, education, and outreach efforts to increase public and policymaker understanding of the causes and consequences of climate change in the Sierra Nevada and its relevance to the State of California.
3. Convene local and regional organizations interested in tackling climate resiliency and mitigation efforts to maximize funding.
  - Develop a common understanding of regional vulnerabilities and current strategies to address climate impacts.
  - Share information and best practices about addressing climate change, adaptation, and mitigation within the Sierra region, as well as across the state and nation.
  - Review and synthesize local climate action plans and shovel-ready projects; identify a set of actions.
4. Support and facilitate projects where appropriate.
  - Make monthly funding newsletters available that provide creative funding solutions and possible project partners for resilient communities' efforts.

- Convene project implementers and serve as an information conduit within bounds of confidentiality when necessary.
5. Build stakeholder capacity to address climate change.
- Increase the region’s ability to identify and obtain resources to support regional priorities, strategies, and information needs.
  - Engage urban downstream users of Sierra ecosystem services and build urban-rural connections in support of actions to minimize climate impacts on critical statewide resources (via ARCCA membership and engagement).

**ARTICLE IV: Levels of Membership**

**Section 1. Eligibility.**

Any legal entity representing a regional interest in climate mitigation and adaptation action shall be eligible for membership in Sierra CAMP, and shall become a member upon paying annual dues in the amounts described in Article V. Admittance to Sierra CAMP may take place throughout the year. Members must sign the Membership Agreement.

**MEMBERSHIP BENEFITS**

- Quarterly member meetings to convene regional members and partners with comprehensive climate policy and funding updates
- Quarterly workshops open to members and the public to educate, share information, network, and problem solve
- Access to a members-only funding tracker and curated monthly grants email
- Access to a members-only legislation platform and updates from regional advocacy team
- Two one-hour consultations with Sierra CAMP and SBC staff (the topic of your choice)
- Access to discounted services provided by SBC
- Sharing information and best practices that address climate change, adaptation, and mitigation within the Sierra region, as well as across the state and the nation.
- Eligibility to attend statewide ARCCA (Alliance of Regional Climate Collaboratives for Adaptation) meetings.
- Identify and vet policy solutions.
- Engage with downstream users of Sierra ecosystem services and build urban-rural connections in support of actions to minimize climate impacts on critical statewide resources.
- Right to use the Sierra CAMP brand on your website and materials.
- Logo inclusion on Sierra CAMP website (if desired)
- Eligibility to serve on the Steering Committee and participate in regional and statewide events on behalf of Sierra CAMP.

**Section 2. Levels.**

Sierra CAMP membership consists of four categories of members, designated as “Public Agencies” (which includes cities, towns, or census designated places, counties, special districts, and regional government agencies), "Non-Profit Organizations" (which includes non-profit agencies, tribal nations, and equity-focused organizations), “Private Businesses,” and "Public Member."

**Section 3. Members' Representatives.**

Upon becoming a member, each entity shall designate one primary and one secondary representative for the purpose of receiving notices from Sierra CAMP. It is the member’s responsibility to ensure that contact information is updated. Membership perks can be extended to all member entities’ staff upon request.

**Section 4. Transfer of Membership.**

Any current paid-up membership in Sierra CAMP may be transferred to another department, division, or office of the same member entity for the remainder of the membership year.

**Section 5. Limitation of Membership.**

The Steering Committee, by an affirmative vote of a majority of its members, may deny membership in Sierra CAMP where the Steering Committee reasonably believes that a prospective member has interests that are inconsistent with or adverse to Sierra CAMP’s interests, or that the interests of Sierra CAMP or its members could be compromised by such membership. In the event there is no active Steering Committee, SBC and Sierra CAMP’s Program Manager reserve the right to deny or revoke membership if a member has caused, or intends to cause harm to Sierra CAMP’s mission.

**ARTICLE V: Subscription Fees & Contributions**

**Section 1. Subscription Fees.**

The Membership subscription fees were implemented beginning July 1, 2020. New members that join after July 1, 2020, will be invoiced upon signing the Membership Agreement with net 30 terms. Payments will be made to Sierra Business Council (SBC), Sierra CAMP’s host organization and fiscal agent; SBC will designate these funds exclusively for Sierra CAMP activities.

<b>Tier</b>	<b>Fee</b>
Individuals	\$55
Tribes	\$0
Special Districts	\$275
Cities/Towns/CDPs	\$550
Counties with population < 50,000	\$750
Counties with population > 50,000	\$1,100
Regional/State/Federal Agencies	\$1,650
Nonprofits/CBOs	\$175
Small Business with staff < 25	\$275

<b>Tier</b>	<b>Fee</b>
Medium Business with staff < 100	\$550
Large Businesses with staff > 99	\$1,100
Firms & Corporations	\$1,400

**Section 2. Additional Member Contributions.**

Sierra CAMP recognizes that from time to time individual member entities or combinations of entities may wish to assign greater resources to issues and activities outside of Sierra CAMP’s core activities. In such cases, sub-groups of interested members may make supplemental contributions dedicated specifically to addressing those issues or pursuing those activities as directed by sub-group members. SBC shall account for receipts and disbursements from such funds, and shall provide quarterly financial statements to the Steering Committee and to the member entities that contribute to those funds.

**Section 3. Subscription Fees & Contributions Not Refundable.**

In order to permit the Steering Committee to plan for and oversee the implementation of Sierra CAMP activities in an orderly, stable and predictable manner, member dues and contributions are not refundable.

**ARTICLE VI: Organizational Structure**

**Section 1. Steering Committee.**

The affairs of Sierra CAMP shall be managed by the Steering Committee. The Steering Committee provides strategic direction and general oversight for Sierra CAMP using a modified consensus decision-making process.

The Steering Committee shall have the responsibility to work with SBC to ensure that Sierra CAMP’s purpose and objectives are observed, ensure the financial health of the program by soliciting funds and notifying Sierra CAMP program managers of funding opportunities, actively assist with recruitment, provide members with critical information related to their respective agencies’ participation in Sierra CAMP activities, promote the work of Sierra CAMP to key stakeholders, elect officers of the Steering Committee, establish advisory and *ad hoc* committees as needed, and perform such other functions as identified. The Steering Committee may also request SBC staff accomplish any of the above-mentioned activities, per agreement with SBC. The Steering Committee will conduct an annual review of Sierra CAMP's profit and loss.

**Section 2. Steering Committee Number and Term.**

The Steering Committee will be no less than five member organizations and no more than nine member organizations.

Steering Committee members will be chosen by nomination from the Steering Committee followed by a consensus-minus-two vote of the full membership. Geographic diversity in representation shall be emphasized in Steering Committee nominations. Each organization that is a member of the Steering Committee shall designate a representative and alternate representative to serve as that Member's voice and vote on the Steering Committee. Representatives to the Steering Committee are required to be present at each Steering Committee meeting, which will be scheduled at least four weeks in advance by the program manager to ensure availability.

**Section 3. Steering Committee Meetings.**

The Steering Committee will meet quarterly or on an as-needed basis, to be determined by the Steering Committee. The Steering Committee meetings will be approximately one to two hours in duration and may take place in person or over the phone. Every meeting will have an agenda circulated to members in advance of the meeting. Discussion items may be introduced by any member of Sierra CAMP.

Member notification of meetings will be made well in advance as practicable, but at least two weeks' notice will be given. Meetings of the Steering Committee will be open to all Sierra CAMP members and invited guests unless a particular meeting is designated a closed meeting. Steering Committee meetings are not open to the general public.

**Section 5. Ad Hoc Committees.**

*Ad hoc* committees can be formed and disbanded by the Steering Committee. They may be created in order to make recommendations, and pursue programmatic objectives and pilot projects. Said *ad hoc* committees may convene meetings without public notice. Members of the *ad hoc* committees shall determine meeting times and frequency. Members of the committees may include Sierra CAMP members as well as non-members.

The committees shall provide technical and policy analysis and evaluation on specified projects and programs and make recommendations to the Steering Committee and Sierra CAMP based on *ad hoc* committee research and findings.

**Section 6. General Meetings**

- General Meetings will be held, on average, twice a year.
- General meetings are open to all members and the public.
- Agendas will be circulated to members, and other interested parties, in advance of the meeting.
- Discussion items may be suggested by any member of Sierra CAMP.
- Only members in good standing of Sierra CAMP may vote at General Meetings.
- Emphasis is informational.

**Section 7. Decision-Making.**

The Steering Committee, and Sierra CAMP as a whole, will use a modified consensus model, consensus-minus two, for all decisions and actions taken on behalf of Sierra CAMP. This decision-making process will encourage the early articulation of concerns, which maximizes the chance of understanding and accommodating the views of all parties. There must be a quorum of 50 percent plus one attendance for this decision-making process to be valid. Email voting shall be

allowed; email votes cast in advance of a meeting shall count toward the quorum.

Unless otherwise stated, a consensus-minus-two vote will govern decisions and actions taken by the Steering Committee.

Any action required or permitted by this document or otherwise to be taken at a meeting of the members of the Steering Committee, may be taken without a meeting if consent in writing setting forth the action taken is signed by a majority of Steering Committee or members entitled to vote with respect to the matter. Such consent shall have the same effect as a majority vote of members in attendance at a meeting.

### **Section 8. Official Statements and Positions.**

Sierra CAMP's network includes individual public agencies, organizations, businesses, and academic institutions from across the Sierra Nevada, and any comment letters, letters of support, or other publicly made statements are not necessarily endorsed by each of our individual members. Members are not required to sign on to official statements, positions, or documents prepared by Sierra CAMP, and no member name or logo will be added to any official statement or position without explicit member instruction to do so. Sierra CAMP will only sign Letters of Support after a majority of members' approval.

### **Section 9. Alliance of Regional Collaboratives for Climate Adaptation (ARCCA).**

Sierra CAMP is a member of ARCCA, a network of regional collaboratives from across California including the Sierra, Sacramento, the San Francisco Bay Area, Los Angeles, North Coast, and San Diego. Through ARCCA, Sierra CAMP works with its peer member regional collaboratives to amplify and solidify its individual efforts, as well as to give a stronger voice to collective efforts at the state and federal levels. As a result, ARCCA bolsters the efforts of member regional collaboratives.

As Sierra CAMP fiscal agent and host, SBC functions as the Sierra CAMP team lead for ARCCA. Additionally, three steering committee members may serve on the ARCCA executive committee as voting members, determined by length of tenure on the Steering Committee. ARCCA membership dues will be paid out of Sierra CAMP funds.

## **ARTICLE VII: Financial and Administrative Provisions**

### **Section 1. Fiscal Management and Oversight.**

Sierra CAMP will be set up as a program within SBC. SBC will establish, maintain and account for a project budget to receive and disburse cash and other property contributed to support Sierra CAMP. SBC will subcontract with any other entities and contractors, as needed, to support Sierra CAMP's efforts and work plan. SBC will provide updates on Sierra CAMP's budget on an annual basis, or as requested, to the Steering Committee.

Sierra Business Council, a 501(c)(3) corporation established in 1994, is a nonprofit, nonpartisan organization with a 28-year history in the Sierra Nevada region. Sierra Business Council catalyzes and demonstrates innovative approaches to increase community vitality, economic prosperity,

environmental health, and social fairness in the Sierra Nevada. SBC's efforts and advocacy on behalf of climate action and the triple bottom line make it a valuable host member capable of achieving results.

**Section 2. Loans & Disbursements Prohibited.**

No loans or disbursements, other than reimbursements for expenses actually incurred on behalf of Sierra CAMP and supported by receipts or other appropriate documentation, shall be made by Sierra CAMP or SBC to any Committee member or to any officer.

**Section 3. Fiscal Year.**

The last day of the fiscal year of SBC shall be December 31.

**Section 4. Books and Records.**

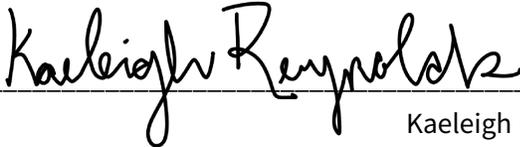
Sierra CAMP shall keep at SBC's office at 10183 Truckee Airport Road, Truckee, CA 96160, or at another location directed by the Steering Committee, signed originals or accurate copies of Sierra CAMP membership records (including names, addresses, levels of membership, and designated representatives), and any meeting notices, minutes, and other documents generated or maintained by or on behalf of the Steering Committee if any; as well as correct and adequate records of Sierra CAMP accounts and finances maintained by SBC. Records may be written or electronic if capable of being converted to writing and shall be open upon reasonable notice and at reasonable times to inspection by any member of more than three (3) months' standing or its representative, for purposes reasonably related to its membership interests and not inconsistent with or adverse to Sierra CAMP's mission, principles or interests. Any costs of inspecting or copying shall be borne by the member. The use, disclosure, dissemination, or sale of members' lists, meeting minutes, accounting records, or any other Sierra CAMP documents obtained by inspection for any purpose actually or potentially detrimental to Sierra CAMP interests, is strictly prohibited.

**Section 5. Amendment of Organizational Structure and Governance Documents.**

This Organizational Structure Document may be altered, amended, or repealed by the affirmative vote of a majority of the Steering Committee at a properly noticed meeting. The Collaborative is composed of multiple co-equal partners and does not fall under the jurisdiction of any one governmental entity. Edits must be reviewed by Sierra CAMP program manager and Sierra Business Council principals to ensure that changes are consistent with SBC program policies. Governance documents take effect once signed by all members of the Steering Committee.

**CERTIFICATION**

Kaeleigh Reynolds, being the Program Manager of the Sierra Climate Adaptation & Mitigation Partnership, hereby certifies that the foregoing Governance Policy was duly adopted by the Steering Committee<sup>1</sup> as of January 1, 2023.

  
\_\_\_\_\_  
Kaeleigh Reynolds  
Program Manager, Sierra Climate Adaptation & Mitigation Partnership

APPROVED BY STEERING COMMITTEE MEMBERS

Name: \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

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<sup>1</sup> Sierra CAMP has not had a Steering Committee since 2020. In the event there is no Steering Committee, Sierra CAMP Program Manager shall share draft documents with SBC leadership and current Sierra CAMP members for comment. If no objections are made within 14 business days after the final draft is shared, it will be accepted by default.

**APPENDIX A: SIERRA CAMP BOUNDARY**

