

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is made and entered into this 18th day of February, 2020, by and between the National Forest Foundation, a nonprofit organization with offices located at Building 27, Suite 3, Fort Missoula Rd., Missoula, MT 59804 (hereinafter "NFF") and the Truckee Fire Protection District (the "Contractor"), whose mailing address is PO Box 2768, Truckee, CA 96160. NFF and the Contractor are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WITNESSETH:

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the Parties as follows:

1. Scope of Services. The Contractor agrees to provide services related to the Glenshire-Brockway Fuel Break Project by completing the following scope of services and estimated timelines, hereinafter referred to as the "Scope of Services":

The Contractor will provide all project management, oversight, and subcontracting necessary for full completion of the project described in APPENDIX B, including, but not limited to, the following activities:

- (a) Ensure all California Environmental Quality Act (CEQA) requirements and documentation are completed and/or remain current;
- (b) Pre-plan, coordinate among, and receive adequate permissions and rights of entry from all landowners prior to and during operations;
- (c) Provide all operational planning including the development of forest health prescriptions and project preparation and layout activities;
- (d) Advertise all project work, procure needed subcontractors and equipment, and manage all subcontracts for all needed services and operations;
- (e) Directly oversee and manage all contracts, agreements, and on-the-ground work associated with the project, approve completed work, and provide quality control of all operations.

The Contractor will supply all materials, labor, equipment, supplies, supervision, quality control, and incidentals required to complete the project as described in APPENDIX B. Given the nature and the complexity of the project, the Contractor will make a good faith effort to complete the project in its entirety, as outlined in their proposal (APPENDIX B), and within the requested dates of Section 2 of this Agreement.

All worked performed under the Scope of Services shall abide by all laws and regulations pertaining to the management and protection of subject lands and adhere to relevant California Environmental Quality Act (CEQA) documentation and all mitigation identified therein. Ponderosa pine and mixed conifer stands will be mechanically thinned to the appropriate Basal Area (BA) based on appropriate targets identified by CEQA environmental guidelines and clearances. Pest management and fuels reduction will occur on a total of 938 acres identified in Project Area Map (APPENDIX A), using mechanical thinning, mastication, and conventional whole tree yarding, and biomass will be hauled to the Loyaltan biomass facility.

2. Time of Commencement and Completion of Services. The services to be performed pursuant to this Agreement shall be initiated no later than February 18th, 2020. All services shall be completed no later than February 28th, 2022. Any extensions of the time limit set forth above must be agreed upon in writing by the Parties.
3. Program Performance Reports. The Contractor shall monitor the performance of the Scope of Services under this Agreement to ensure that performance goals are being achieved. Performance reports must be submitted to NFF with each invoice for payment, but not less than annually. Invoices will not be paid without an accompanying performance report. Each report must list the tasks described in the Scope of

Services, the progress made towards completing each task, and any challenges or obstacles encountered. For projects with on-the-ground outcomes, the final performance report must also include a NFF Final Report Cover Sheet, available at <https://www.nationalforests.org/assets/files/Final-Report-Cover-Sheet.pdf> or otherwise from NFF.

4. Submission of Invoices. Invoices must be submitted no more frequently than monthly and no less frequently than annually. Invoices will not be paid without an accompanying performance report. Submit invoices via email at the end of each month to the NFF representative identified in this Agreement. The NFF will make its best efforts to pay invoices within thirty (30) days of submission. In the event NFF does not pay an invoice(s) within thirty (30) days of submission, Contractor may suspend work until it receives payment and the Contractor's time for performance of this Agreement shall automatically be extended by the amount of time of such suspension(s). Do not send invoices for approval to any other contact or via any other transmittal method without explicit prior approval.
5. Early Termination by NFF. NFF may terminate this Agreement at any time without cause by providing written notice of termination to the Contractor. Notice shall be delivered at least twenty-one (21) days prior to the termination date contained in the notice, unless otherwise agreed in writing by the Parties. In the event of any such early termination by NFF, the Contractor shall be paid for services rendered by Contractor or its Subcontractors prior to the date of termination, subject only to the satisfactory performance of the Contractor's obligations under this Agreement. Such payment shall be the Contractor's sole right and remedy for such termination.
6. Suspension. Without terminating this Agreement or breaching its obligations, NFF may, at its convenience, suspend the services of the Contractor by giving the Contractor written notice one day in advance of the suspension date. Upon receipt of such notice, the Contractor shall cease its work in as efficient a manner as possible so as to keep its total charges to NFF for services under this Agreement to the minimum. No work shall be performed during such suspension except with prior written authorization by the NFF Representative. After a suspension has been in effect for thirty (30) days, the Contractor may terminate this Agreement at will.
7. Compensation. In consideration of the services to be performed pursuant to this Agreement, the NFF agrees to pay the Contractor the following rates:

A not-to-exceed amount of Thirty Thousand Dollars (\$30,000.00) for Project Management;

A not-to-exceed amount of One Million One Hundred and Twenty-Five Thousand Six Hundred Dollars (\$1,125,600.00) for implementation or other contractual costs; and

A one-time payment of One Hundred and Forty-Nine Thousand Four Hundred Dollars (\$149,400.00) for project preparation, planning and pre-implementation costs.

The NFF reserves the right to require Contractor to refund all or part of the One Hundred and Forty-Nine Thousand Four Hundred Dollars (\$149,400.00) one-time payment for project preparation, planning, and pre-implementation costs if NFF terminates this Agreement early in accordance with Section 5, herein above, and NFF has not, as of the date that the notice of termination, paid Contractor an amount equal to the amount of the maximum compensation as set forth herein below. The amount of the refund shall not exceed the difference between the amount that has already been paid to Contractor and the amount of the maximum compensation specified in this Section. If NFF wants to exercise its right to receive a refund, it shall include a request for refund and the amount of the refund in its notice to terminate sent pursuant to Section 5. Contractor shall pay NFF the refund within thirty (30) days of the receipt of the notice of termination and request for refund.

Maximum compensation, including time, materials, and other expenses, shall not exceed One Million Three Hundred and Five Thousand Dollars (\$1,305,000.00). NFF shall provide no benefits to the Contractor other than the compensation stated above.

8. Qualifications on Obligations to Pay. Partial payment shall not be considered final acceptance or approval of that part of the Scope of Services paid for. Nor shall it relieve the Contractor of any of its

obligations under this Agreement. NFF may withhold any payment (whether a progress payment or final payment) to the Contractor if any one or more of the following conditions exists:

- a. The Contractor is in default of any of its obligations under this Agreement.
 - b. Any part of such payment is attributable to services that are not performed according to this Agreement. NFF will pay for any portion of the services performed according to this Agreement.
 - c. The Contractor has failed to make payments promptly to any third party used to perform any portion of the services hereunder, subject to Paragraph 9, for which NFF has made payments to the Contractor.
9. NFF Representative. The NFF designates Evan Ritzinger (eritzinger@nationalforests.org, 530-204-7252) as its project representative (the "NFF Representative") who shall make all necessary and proper decisions with reference to the Scope of Services. All requests for contract interpretations, change orders, and other clarification or instruction shall be directed to the NFF Representative.
10. Independent Contractor. The services to be performed by the Contractor are those of an independent contractor and not of an employee of NFF. Contractor agrees that any of Contractor's employees, volunteers, and program participants shall not be deemed to be Federal employees or employees of the NFF for any purposes. The Contractor is obligated to pay any applicable federal and state income tax on any moneys earned pursuant to this Agreement. Neither the Contractor nor its employees, if any, are entitled to workers' compensation benefits from NFF for the performance of the services specified in this Agreement.
11. Personal Services. The Contractor shall neither assign any responsibilities nor delegate any duties arising under this Agreement without the prior written consent of NFF. The Contractor accepts the relationship of trust and confidence established between the Parties. The Contractor shall use its best efforts and shall perform the services hereunder at or above the standard of care of those in its profession or industry.
12. Insurance. The Contractor agrees that it has and shall maintain State minimum workers' compensation insurance coverage for its employees, if any. The Contractor shall also maintain broad form general liability, property damage, and automotive liability insurance in the minimum amount of \$1,000,000 for bodily injury, death, or damage to property of any person and \$3,000,000 for bodily injury, death, or damage to property of more than one person. At the request of NFF, the Contractor shall provide NFF with documentation evidencing such coverages.
13. Compliance with Laws. The Contractor is obligated to familiarize itself and comply with all laws applicable to the performance of the Scope of Services.
14. CEQA Compliance. The Contractor, NFF, and the California Department of Forestry & Fire Protection (herein after "CALFIRE") will assure that the Scope of Services contained in this Agreement is consistent with necessary design criteria and standards for operation to comply with relevant CEQA documentation. Contractor will work with the Forest Service contact identified in this Agreement to comply with these terms on the ground.
15. Compliance with CALFIRE Forest Practice Guidelines. When operating on private lands, Contractor agrees to comply with all applicable CALFIRE Forest Practice guidelines for operations. Contractor will work with the appropriate CALFIRE contact(s) to comply with these guidelines on the ground.
16. Acceptance Not Waiver. NFF's approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights or benefits provided to NFF under this Agreement.
17. Default. Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either Party should fail or refuse to perform according to the terms of this Agreement, such Party may be declared in default.
18. Remedies. In the event a Party declares a default by the other Party, the defaulting Party shall be allowed a period of ten (10) days to cure the default. In the event the default remains uncorrected, the Party declaring default may elect to (a) terminate the Agreement and seek damages; (b) treat the

Agreement as continuing and require specific performance; or (c) avail itself of any other remedy at law or equity. If the non-defaulting Party commences legal or equitable actions against the defaulting Party, the non-prevailing Party shall be liable to the prevailing Party for the prevailing Party's reasonable attorney fees and costs incurred. Under no circumstances shall either Party be liable to the other Party for special, punitive, indirect or consequential damages arising out of or in connection with this Agreement, including without limitation lost profits, loss of use, or loss of opportunity.

19. Indemnification; No Waiver of Liability. NFF and the U.S. Forest Service does not assume liability for any third-party claims for damages arising out of this Agreement. The Contractor agrees to indemnify, defend, and hold harmless NFF and the U.S. Forest Service from any and all damages and liabilities arising from the Contractor's performance of the Scope of Services. As part of this obligation, the Contractor shall compensate NFF and the U.S. Forest Service for the time, if any, spent by its legal counsel in connection with such claims or actions. NFF is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, defenses and protections available to NFF or its officers or employees, or to the U.S. Forest Service.
20. Binding Effect. This writing constitutes the entire agreement between the Parties and shall be binding upon the Parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of the Parties.
21. Law. The laws of the State of Montana shall govern the construction, interpretation, execution and enforcement of this Agreement.
22. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.
23. Ownership of Work Product. All documents such as reports, plans, drawings and contract specifications, information, and other materials prepared or furnished by the Contractor (or the Contractor's independent professional associates, subcontractors, and consultants) and paid for pursuant to this Agreement are property of NFF. All internal documents such as field data, field notes, laboratory test data, calculations, estimates and other documents prepared by the Contractor as instruments of service shall be provided to NFF. NFF understands such documents are not intended or represented to be suitable for reuse by NFF or others for purposes outside the specific scope and conditions of the Scope of Services. Any reuse without written verification or adaptation by the Contractor for the specific purpose intended will be at NFF's sole risk and without liability or legal exposure to the Contractor, or to the Contractor's independent professional associates, subcontractors, or consultants.
24. Contract Requirements. Any contract under this Agreement must be awarded following NFF's established procurement procedures, to ensure free and open competition, and avoid any conflict of interest (or appearance of a conflict). NFF must maintain cost and price analysis documentation for potential review. NFF is encouraged to utilize small business, minority-owned firms, and women's business enterprises.
25. Time Is Of the Essence. All times stated in this Agreement are of the essence.
26. Notices. All notices which are required or which may be given under this Agreement shall be effective when mailed via registered or certified mail, postage prepaid and sent to the address first set forth above.
27. Counterparts, Electronic Signatures and Electronic Records. This Agreement may be executed in two counterparts, each of which shall be an original, but all of which, together, shall constitute one and the same instrument. The Parties consent to the use of electronic signatures and agree that the transaction may be conducted electronically. The Agreement and any other documents requiring a signature may be signed electronically by either Party. The Parties agree not to deny the legal effect or enforceability of the Agreement, solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, a paper copy of an electronic document, or a paper copy of a document

bearing an electronic signature on the grounds that it is an electronic record or an electronic signature or that it is not in its original form or is not an original.

28. No Third Party Beneficiaries. The Parties to this Agreement do not intend to benefit any person not a party to this Agreement. No person or entity, other than the Parties to this Agreement, shall have any right, legal or equitable, to enforce any provision of this Agreement.

29. Contact Information.

For the Independent Contractor:

Bill Seline, Fire Chief

530-414-6871, billseline@truckeefire.org

For the National Forest Foundation:

Marcus Selig, Vice President

720-437-0290, mselig@nationalforests.org

CONTRACTOR:

By: _____

Name: Bill Seline

Title: Fire Chief, Truckee Fire Protection District

Date: _____

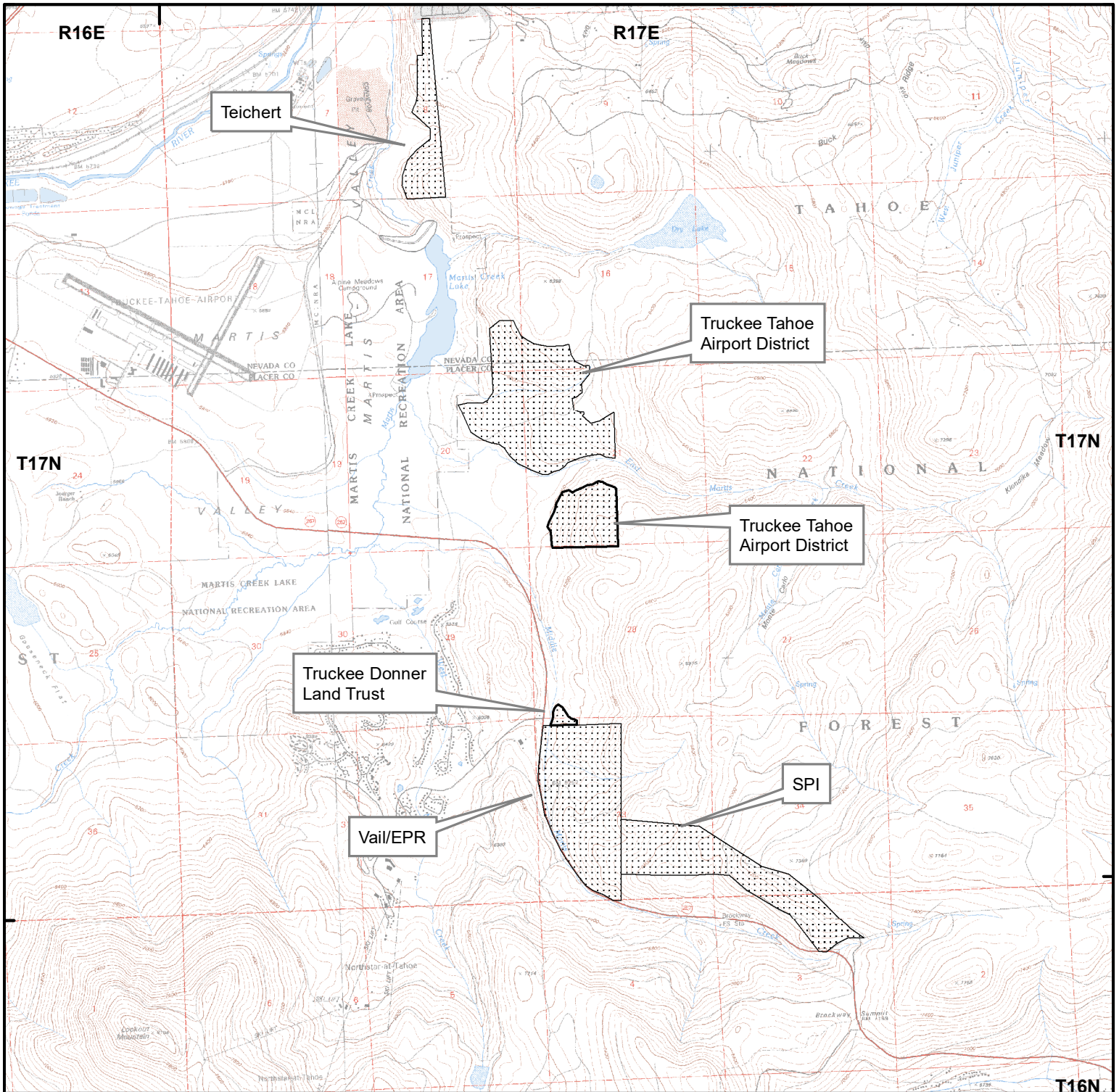
NATIONAL FOREST FOUNDATION:

By: _____

Name: Mary Mitsos

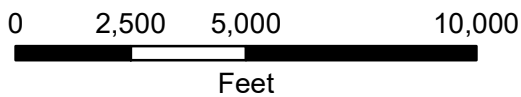
Title: President, National Forest Foundation

Date: _____



**Glenshire-Brockway Fuels Reduction
Ownership Map
Truckee & Martis Peak 7.5' USGS 7.5' Quads Contour Interval = 40'**

 Fuel Break Treatment Unit



1:50,000



North Valley Resource Management
Danielle Breadfield, RPF #2808
P.O. Box 1411
Quincy, CA. 95971

APPENDIX B – Truckee Fire PD Response to Glenshire-Brockway Project Request for Proposals

1). Clarify if prospective bidder meets Requirements 2a, 2b, and 2c of this Request for Proposal:

Truckee Fire Protection District (TFPD) is a bi-county special district serving the Town of Truckee and residents of portions of both Placer and Nevada Counties. By basis of this fact, it meets the definition of a Public Agency in the CEQA Guidelines. TFPD has also served as the Lead Agency for this project collaborating with other landowners to fulfill CEQA permitting requirements for the fuels treatment that will occur for the Glenshire Brockway project.

TFPD has a Registered Professional Forester (RPF) on staff:
Jeff Dowling RPF # 2486.

TFPD was established in 1894. Thus has served the greater Truckee area for more than 100 years.

2). Truckee Fire Protection District SRA (Glenshire Brockway)

The project is a priority in the Truckee Community Wildfire Protection Plan. The project begins at the south west boundary of Glenshire subdivision and stretches north to Brockway Summit. Five primary landowners have agreed to participate: Truckee Tahoe Airport District, Truckee Donner Land Trust, Vail Corporation, Teichert Aggregates and Sierra Pacific Industries. This project will protect several residential subdivisions and surrounding private and public lands. Hazardous conditions have been created by thick stands with high mortality of white fir among thriving Jeffrey pine, with a high component of Deer Brush that has filled in openings in the canopy. Pest management and fuels reduction will be completed on 938 acres using mechanical thinning, hand thinning, mastication, and conventional whole tree yarding. Timber will be hauled to a nearby mill, and biomass will be hauled to the Loyalton facility.

An estimated 68 acres of hand thinning and piling are planned in areas that are difficult to access, in order to reduce the conifer stand density, provide for increased growth and vigor of both residual conifer and riparian species, and to provide for full protection of sensitive soils. All standing dead conifers 10" and less will be removed, and residual live tree spacing will be increased to an average of 15 feet. Live riparian species will be left unaltered, though dead species will be treated. All cut material will be chipped utilizing a low-impact, rubber-tracked chipper. All resulting chips would be blown back into the unit, into the upland areas and away from the stream corridor. An additional 870 acres of mechanical thinning and biomass removal comprise the Glenshire Brockway fuel break and augment wildland fire prevention and suppression activities, and assist in creating a contiguous fuel break for commercial, residential, and resort lands. The proposed project area lands are adjacent to three residential subdivisions and impacts several other residential subdivisions.

3). Treatment Methods:

Fuel reduction efforts will be accomplished via mechanical and hand thinning means as described above, and will allow all parties associated with the project to obtain the desired goals and objectives. These goals include diminishing horizontal and vertical continuity of the surface and aerial fuels, while at the same time protecting or improving surrounding resources, such as water quality, wildlife, cultural and recreation. The overall goal is the diminished potential for catastrophic fire. The harvest documents listed below describe and specify the treatment methods for the project.

THP, Forest Fire Prevention Exemptions and less than 10% Dead and Dying Exemptions:

- 2-19EX-00155 PLA for SPI Section 3, T16N, R17E and Section 33, T17N, R17E
- 2-19EX-01847 PLA for Truckee Airport District Sections 21,17 and 16 T17N, R17E
- 2-19EX-01796 NEV for Teichert Section 8, T17N, R17E
- 2-19-155 PLA Sierra Pacific Industries THP Portions of Section 33 and 34 T17N, R17E and a Portion of Section 3 T16N, R17E (Approved)
- 2-19EX-0261 PLA Vail/Northstar Fire Prevention Exemption Portion of Section 33 T17N, R17E
- 2-19EX-02308 PLA Vail/Northstar less than 10% Dead and Dying Exemption
- 2-19EX-01847 PLA Waddle Ranch Portion of Sections 21 and 16 T17N, R17E
- 2-19EX-02083 PLA Truckee Donner Land Trust Portion of Sections 21 and 28 T17N, R17E

4). Timeline:

November 2018 Truckee Fire Board passes resolution to proceed with the NFF and assist as lead agency.

November 2018 – April 2019 Truckee fire forester collaborates with all parties (USFS, SPI, Vail Corporation, Truckee Tahoe Airport District, Truckee Donner Land Trust) to begin information sharing and gathering to facilitate environmental compliance for NEPA/CEQA

July 2019 – Teichert Aggregates agrees to participate in the project.

April 2019 – December 2019 All parties work to complete environmental compliance documents

January, 2020 – All NEPA and CEQA documentation is complete.

February – April 2020 – Contractor procurement and agreement development

April 2020 – A Pre-operation/Mobilization/Initiation fee is requested by Truckee Fire to pay for above mentioned initiation costs in April to May, 2020.

Prescriptions developed, request for proposals?

April 2020 – November 2020 - work begins and is completed on the Vail, Teichert and Airport District properties. Work begins on SPI Timber Harvest Plan fuel reduction area. Invoices are submitted for acres completed for each property and processed by Truckee Fire.

Reimbursement is then requested from NFF.

April 2021 – November 2021 - work begins on the Truckee Donner Land Trust and is completed. Mastication is completed on the SPI land included in the project. Invoices are submitted for each property and processed by Truckee Fire. Reimbursement is then requested from NFF.

December 2021 – March 22, 2022 - all invoices associated with the project that have not been submitted are gathered.

January 2022-Final report is written and final analysis is done to determine future additional work if funding is available from new sources.

March 22, 2022 grant expiration.

Note: All of this is subject to contractor availability and weather.

5). Quantifiable project outcomes:

Fuel reduction projects have cascading economic benefits that go beyond the goods produced and protection of life, property and natural resources.

- 1). Fuel reduction on 938 acres
- 2). Biomass utilization at least 13,332 tons over 870 acres
- 3). Watershed protection benefit on 938 acres
- 4). Increased carbon sequestration via enhanced growth through the remaining vegetation on the site.

6). Monitoring and Evaluation:

Field inspections will be made by California Registered Professional Forester's (RPF) to insure the best management practices in the California Forest Practice Rules (FPR) are implemented. RPF Jeff Dowling and RPF Danielle Bradfield will be the field personnel making the inspections. Field inspections will be performed 2-3 days per week, on average, depending on the location of contractor operations. Evaluation of treatment will be performed in accordance with specifications detailed in corresponding harvest documents.

California has very stringent and detailed rules that dictate actions to be performed by the Licensed Timber Operator (LTO) while physically removing vegetation from the forest. The RPF and LTO work together to meet the requirements of the Forest Practice Rules, below:

(1) The goal of forest management on a specific ownership shall be the production or maintenance of forests which are healthy and naturally diverse, with a mixture of trees and under-story plants, in which trees are grown primarily for the production of high quality timber products and which meet the following objectives:

- (A) Achieve a balance between growth and harvest over time consistent with the harvesting methods within the Rules of the Board.
- (B) Maintain functional wildlife habitat in sufficient condition for continued use by the existing wildlife community within the planning watershed.
- (C) Retain or recruit late and diverse seral stage habitat components for wildlife

concentrated in the Watercourse and lake zones and as appropriate to provide for functional connectivity between habitats.

(D) Maintain growing stock, genetic diversity, and soil productivity.

(2) Individual THPs shall be considered in the context of the larger forest and planning watershed in which they are located, so that biological diversity and watershed integrity are maintained within larger planning units and adverse cumulative Impacts, including Impacts on the quality and beneficial uses of water are reduced.

An introduction to the intent Forest Practice Rules is added below.

(A) The purpose of the Forest Practice Rules is to implement the provisions of the Z'berg- Nejedly Forest Practice Act of 1973 in a manner consistent with other laws, including but not limited to, the Timberland Productivity Act of 1982, the California Environmental Quality Act (CEQA) of 1970, the Porter Cologne Water Quality Act, and the California Endangered Species Act. The provisions of these Rules shall be followed by Registered Professional Foresters (RPFs) in preparing Timber Harvesting Plans, and by the Director in reviewing such plans to achieve the policies described in Sections 4512, 4513, of the Act, 21000, 21001, and 21002 of the Public Resources Code (PRC), and Sections 51101, 51102 and 51115.1 of the Government Code. It is the Board's intent that no THP shall be approved which fails to adopt feasible mitigation measures or alternatives from the range of measures set out or provided for in these Rules which would substantially lessen or avoid significant adverse Impacts which the activity may have on the environment. The THP process substitutes for the EIR process under CEQA because the timber harvesting regulatory program has been certified pursuant to PRC Section 21080.5. In recognition of that certification and PRC Section 4582.75, these Rules are intended to provide the exclusive criteria for reviewing THPs. If the Director believes that there are significant adverse environmental Impacts not covered in existing Rules, matters should be referred to the Board as otherwise specified in these Rules.

(B) The provisions of this subchapter shall be applied in all forest districts.

7).The environmental compliance (harvest document) needs have been met throughout the project area.

The project has fully met its environmental compliance requirements, and documentation has been approved through CAL FIRE. See Question #3 for a description of environmental compliance documents applicable to the project area.

8). Detailed budget: See attached excel spread sheet

| Glenshire-Brockway Project Budget | |
|--|------------------------|
| Line Item | Amount |
| Project preparation, planning and pre-implementation costs | \$ 149,400.00 |
| Contractual | \$ 1,125,600.00 |
| Project Management | \$ 30,000.00 |
| Total | \$ 1,305,000.00 |

9). Truckee Fire has performed forestry services for both of these agencies.

Steve Garcia NEU CAL FIRE Unit Forester
Office 530-889-0111 ext 1039
Cell 530-277-2306
steven.garcia@fire.ca.gov

Joe Barron Northstar Fire Department Forester
Office 530-562-1212 ext 2
Cell 530-308-0170
jbarron@northstarcsd.org

10). See below:

a).The Truckee Fire Protection District was awarded a \$28,000 Cal Fire grant to complete a Community Wildfire Protection Plan Grant in 2015. The CWPP was completed on schedule.

b).The Truckee Fire Protection District, along with Northstar FD and Martis Camp HOA completed a 2017 CFSC grant to do fuels reduction on 43 acres.

c).The Truckee Fire Protection District was awarded a \$72,500 Cal Fire Fire Prevention grant to treat 47 acres in the Glenshire HOA open space. The project is completed. And a scope change will allow for treatment of an additional 16 acres of area adjacent to Glenshire.

d). The Truckee Fire Protection District through a CCI Grant from CAL FIRE to the National Forest Foundation has been the lead agency for CEQA compliance for 938 acres that will create a fuel break on SRA lands to protect the Glenshire subdivision. CEQA is complete January, 2020 and the implementation will begin in May of 2020.

Truckee Fire has retained a retired CAL FIRE RPF to manage the project and ensure CEQA requirements will be met.