# Attachment "A"

**CEQA** Document

Camp Nelson Hazard Fuel and Tree Reduction Project

# NOTICE OF EXEMPTION

## Fee Exempt per Government Code Section 6103

- To: D Office of Planning and Research 1400 Tenth Street, Room 121 Sacramento, CA 95814
  - Tulare County Clerk
     Room 105, Courthouse
     221 South Mooney Blvd.
     Visalia, CA 93291
- Lead Agency: Tulare County Resource Management Agency 5961 South Mooney Blvd. Visalia, CA 93277 (559) 624-7000 Attn: <u>hguerra@co.tulare.ca.us</u>

DATE RECEIVED FOR FILING AT TULARE COUNTY CLERK

- Applicant(s): Tulare County Public Works 5961 South Mooney Blvd. Visalia, CA 93277 (559) 624-7000
- Project Title: CAL FIRE California Climate Investment (CCI) Fire Prevention (FP) Grant Application for the Camp Nelson Hazard Fuel and Tree Reduction Project (17-FP-TUU-0015)

**Project Location - Specific:** The Project area is located adjacent to the communities of Camp Nelson, Cedar Slope, Alpine Village, Sequoia Crest, Ponderosa, Mountain Aire and Pierpoint; Latitude 36°8'36", Longitude 118°38'22".

Project Location- Section, Township, Range: See Hazard Fuel and Tree Reduction Map, Attachment "A", incorporated herein.

**Project Location - City:** Unincorporated communities of Camp Nelson, Cedar Slope, Alpine Village, Sequoia Crest, Ponderos, Mountain Aire, and Pierpoint

### Project Location - County: Tulare

**Description of Nature, Purpose, and Beneficiaries of Project:** Tulare County and other Southern Sierra regions is currently faced with a large scale forest die-off as the result of drought and pine-bark beetle infestation, commonly known as "Tree Mortality". The Resource Management Agency in close coordination with Tulare County Fire, and the County Administrative Office is proposing to apply for funding through the California Climate Investment (CCI) Fire Prevention (FP) grant program in the amount of \$523,145. This grant is administered by the State of California through CAL FIRE.

The Project area was selected due to the proximity to private property, traffic volume, and the ability to collaborate efforts across interested parties (Tulare County Roads, Tulare County Fire, United States Forest Service, and Cal Fire). The Project will reduce approximately 8,500 tons of fuel and stored carbon potential. It will also diminish the spread of fire from wildland into the wildland urban interface, protecting 171 habitable residential structures and 130 residents.

The Project will focus on the modification of vegetation and the creation of a strategically located fuel break adjacent to Camp Nelson reducing the available fuel and thus increasing roadside safety, securing the vital ingress and egress route for residents evacuating from fast moving wildland fires, and reducing the spread of fire from the wildland into the wildlandurban interface. Nearly two-thirds of the proposed Project is located in the Very High Fire Severity Zone with one-third of the project in the High Fire Severity Zone. The Project will remove 425 acres of fuel from the upslope and downslope of the community of Camp Nelson, creating defensible space and slowing approaching wildland fires from impacting the community. The Project will also have a minimum of two public chipper days that should have a positive effect on the community's defensible space. The fuel surrounding the community of Camp Nelson consists of heavy brush and indigenous conifers ranging from 3-24 DBH. The conifer stands located in the project area are all in a Tier 1 High Hazard Tree Mortality Zone. This project will be treated by chipping, piling, and burning.

## Exempt Status: (check one)

- □ Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- $\times$ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- General Rule: CEQA guidelines 15061(b)(3)
- $\boxtimes$ Categorical Exemption: CEOA Guidelines Class 1 Section 15301 Existing Facilities (c)
- Statutory Exemptions:

Reasons why project is exempt: The proposed project is excluded or exempt from the California Environmental Quality Act (CEOA) on the grounds that the project is consistent with the following: Public Resources Code Section 21080, subdivision (b) (4) (Emergency), and State CEQA Guidelines Section 15269, subdivision (c) (Emergency).

If the County is successful in receiving the funds requested in the grant application, it would be used to address the risk and potential impact of wildfire and dead and dying trees Countywide that pose a threat to public health and safety within the SRA.

Pursuant to State CEQA Guidelines Section 15359, an "Emergency" applies when a project is necessary "...to prevent or mitigate loss of or damage to life, health, property or essential public services." As such, preventive efforts would be undertaken to remove dead or dying trees to protect essential public services (such as accessible roads) prior to the occurrence of catastrophic wildfire.

Also, this action is consistent with CEQA Guidelines Section 15301 Class 1, Existing Facilities (c) Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities through the application of CEQA Guidelines Section 15300.4, Application by Public Agencies, whereby the County of Tulare Board of Supervisors adopted an exemption for the removal of trees or limbs which are dead or diseased or for traffic safety of the aforementioned facilities per the Tulare County Guidelines for the Implementation of California Environmental Quality Act of 1970, Section 300 (c)(5). Therefore, the application of CEOA Section 15301 and Tulare County Guidelines for the Implementation of CEOA of 1970, Section 300 (c)(5) are applicable and appropriate for this project

Name of Public Agency Approving Project: County of Tulare, Resource Management Agency

Project Planner/Representative: Reed Schenke, RMA Director

Area Code/Telephone: 559-624-7142

By:

ector Guerra

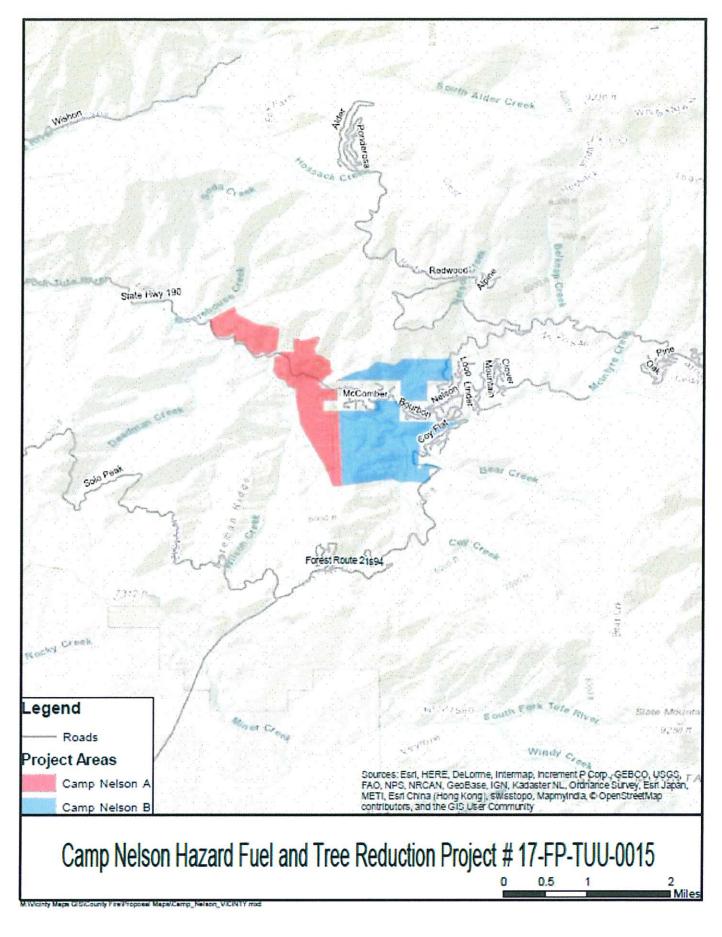
Date: 10-18.16 Title: Chief Environmental Planner

By:

Reed Schenke

Signed by Lead Agency □ Signed by Applicant

Date: 12/15/18 Title: Environmental Assessment Officer RMA Director



# Attachment "B"

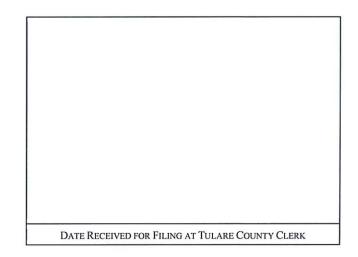
CEQA Document

Silver City Hazard Fuel and Tree Reduction Project

# NOTICE OF EXEMPTION

## Fee Exempt per Government Code Section 6103

- To: D Office of Planning and Research 1400 Tenth Street, Room 121 Sacramento, CA 95814
  - Tulare County Clerk
     Room 105, Courthouse
     221 South Mooney Blvd.
     Visalia, CA 93291
- Lead Agency: Tulare County Resource Management Agency 5961 South Mooney Blvd. Visalia, CA 93277 (559) 624-7000 Attn: <u>hguerra@co.tulare.ca.us</u>



- Applicant(s): Tulare County Public Works 5961 South Mooney Blvd. Visalia, CA 93277 (559) 624-7000
- **Project Title:** CAL FIRE California Climate Investment (CCI) Fire Prevention (FP) Grant Application for the Silver City Hazard Fuel and Tree Reduction Project (17-FP-TUU-0016)

**Project Location - Specific:** The Project area is located adjacent to the communities of Silver City and Three Rivers, along Mineral King Road; Latitude 36°27'55", Longitude 118°38'47"

Project Location- Section, Township, Range: See Hazard Fuel and Tree Reduction Maps, Attachments "A" and "B", incorporated herein.

Project Location - City: Unincorporated Community of Silver City and Three Rivers

## Project Location - County: Tulare

**Description of Nature, Purpose, and Beneficiaries of Project:** Tulare County and other Southern Sierra regions is currently faced with a large scale forest die-off as the result of drought and pine-bark beetle infestation, commonly known as "Tree Mortality". The Resource Management Agency in close coordination with Tulare County Fire, and the County Administrative Office is proposing to apply for funding through the California Climate Investment (CCI) Fire Prevention (FP) grant program in the amount of \$200,019. This grant is administered by the State of California through CAL FIRE.

The Project area was selected due to the proximity to private property, traffic volume, and the ability to collaborate efforts across interested parties (Tulare County Roads, Tulare County Fire, United States Forest Service, and Cal Fire). The Project will reduce approximately 3,500 tons of fuel and stored carbon potential. It will also diminish the spread of fire from wildland into the wildland urban interface, protecting 46 habitable residential structures and 115 residents.

The Project will focus on the modification of vegetation adjacent to the community of Silver City, reducing the available fuel, increasing roadside safety, securing the vital ingress and egress route for residents evacuating from fast moving wildland fires, and reducing the spread of fire from the wildland into the wildland-urban interface. Mineral King Road is a county maintained road that spans 11 miles and is the only ingress and egress for 46 habitable residential structures. Additionally, this project is located 20 miles from Three Rivers. The entire proposed project is located in the Very High Fire Severity Zone as well as a Tier 1 High Hazard Tree Mortality Zone. This project will remove 175 acres of fuel and focus on the removal of dead or dying trees within 300 feet of permanent structures. An additional benefit will be the modification of vegetation adjacent to the roadway and around the community of Silver City creating a safe evacuation route and reducing the impact to the community from a fast moving wildland fire. The project will also have a minimum of

two public chipper days that should have a positive effect on the community's defensible space. The fuel along Mineral King Road consists of heavy brush and indigenous conifers ranging from 3-36 DBH. The conifer stands located in the project area are in a Tier 1 High Hazard Tree Mortality Zone. This evacuation route is identified in the Tulare County Community Evacuation plan as the only route of travel for 46 habitable residential structures. This project will be treated by chipping.

## Exempt Status: (check one)

- □ Ministerial (Sec. 21080(b)(1); 15268);
- □ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- □ General Rule: CEQA guidelines 15061(b)(3)
- Categorical Exemption: CEQA Guidelines Class 1 Section 15301 Existing Facilities (c)
- □ Statutory Exemptions:

**Reasons why project is exempt:** The proposed project is excluded or exempt from the California Environmental Quality Act (CEQA) on the grounds that the project is consistent with the following: Public Resources Code Section 21080, subdivision (b) (4) (Emergency), and State CEQA Guidelines Section 15269, subdivision (c) (Emergency).

If the County is successful in receiving the funds requested in the grant application, it would be used to address the risk and potential impact of wildfire and dead and dying trees Countywide that pose a threat to public health and safety within the SRA.

Pursuant to State CEQA Guidelines Section 15359, an "Emergency" applies when a project is necessary "...to prevent or mitigate loss of or damage to life, health, property or essential public services." As such, preventive efforts would be undertaken to remove dead or dying trees to protect essential public services (such as accessible roads) prior to the occurrence of catastrophic wildfire.

Also, this action is consistent with CEQA Guidelines Section 15301 Class 1, Existing Facilities (c) Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities through the application of CEQA Guidelines Section 15300.4, Application by Public Agencies, whereby the County of Tulare Board of Supervisors adopted an exemption for the removal of trees or limbs which are dead or diseased or for traffic safety of the aforementioned facilities per the Tulare County Guidelines for the Implementation of California Environmental Quality Act of 1970, Section 300 (c)(5). Therefore, the application of CEQA Section 15301 and Tulare County Guidelines for the Implementation of CEQA of 1970, Section 300 (c)(5) are applicable and appropriate for this project

Name of Public Agency Approving Project: County of Tulare, Resource Management Agency

Project Planner/Representative: Reed Schenke, RMA Director

Area Code/Telephone: 559-624-7142

PLANNAUT

Title: Chief Environmental Planner

By:

By:

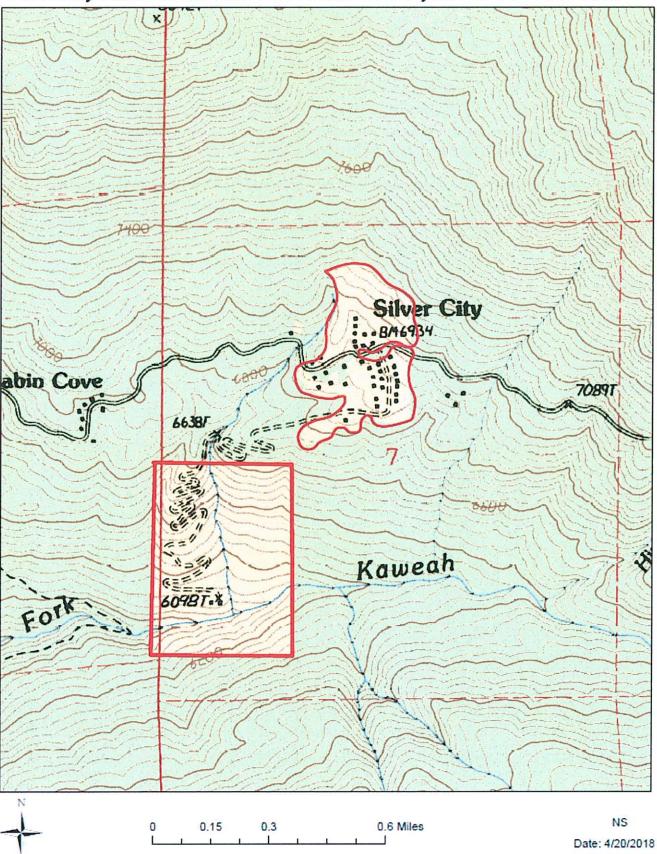
Reed Schenke

Date: 12/15/13

Date: 10.15.18

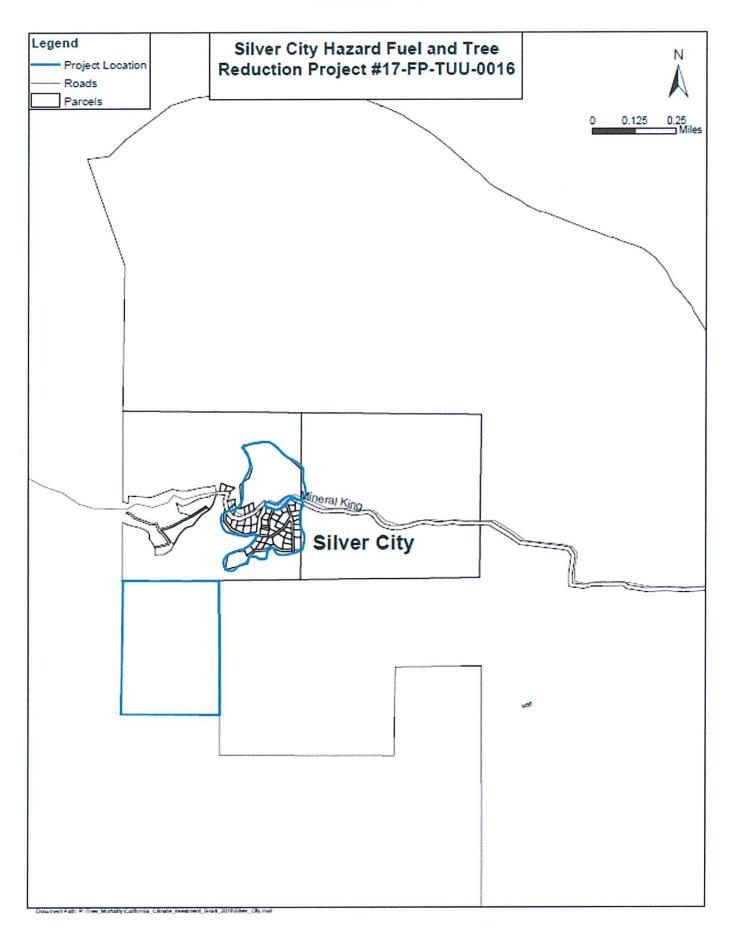
Title: <u>Environmental Assessment Officer</u> RMA Director

☑ Signed by Lead Agency□ Signed by Applicant



Silver City Hazard Fuel and Tree Reduction Project #17-FP-TUU-0016

# Attachment "B"



# Attachment "C"

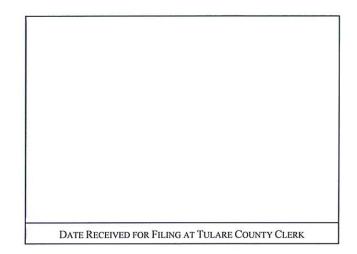
**CEQA** Document

Hartland Hazard Fuel and Tree Reduction Project

# NOTICE OF EXEMPTION

## Fee Exempt per Government Code Section 6103

- To: □ Office of Planning and Research 1400 Tenth Street, Room 121 Sacramento, CA 95814
  - Tulare County Clerk
     Room 105, Courthouse
     221 South Mooney Blvd.
     Visalia, CA 93291
- Lead Agency: Tulare County Resource Management Agency 5961 South Mooney Blvd. Visalia, CA 93277 (559) 624-7000 Attn: <u>hguerra@co.tulare.ca.us</u>



- Applicant(s): Tulare County Public Works 5961 South Mooney Blvd. Visalia, CA 93277 (559) 624-7000
- **Project Title:** CAL FIRE California Climate Investment (CCI) Fire Prevention (FP) Grant Application for Hartland Hazard Fuel and Tree Reduction Project (17-FP-TUU-0017)

**Project Location - Specific:** The Project area is located adjacent to the communities of Hartland and Badger in Tulare County and Pinehurst in Fresno County, along Eshom Valley Drive; Latitude 36°38'57", Longitude 118°57'29"

**Project Location- Section, Township, Range:** See Hazard Fuel and Tree Reduction Map, Attachments "A" and "B", incorporated herein.

**Project Location - City:** Unincorporated Communities of Hartland and Badger (Tulare County) and Pinehurst (Fresno County)

### Project Location - County: Tulare

**Description of Nature, Purpose, and Beneficiaries of Project:** Tulare County and other Southern Sierra regions is currently faced with a large scale forest die-off as the result of drought and pine-bark beetle infestation, commonly known as "Tree Mortality". The Resource Management Agency in close coordination with Tulare County Fire, and the County Administrative Office is proposing to apply for funding through the California Climate Investment (CCI) Fire Prevention (FP) grant program in the amount of \$198,290. This grant is administered by the State of California through CAL FIRE.

The Project area was selected due to the proximity to private property, traffic volume, and the ability to collaborate efforts across interested parties (Tulare County Roads, Tulare County Fire, United States Forest Service, and Cal Fire). The Project will reduce approximately 2,672 tons of fuel and stored carbon potential. It will also diminish the spread of fire from wildland into the wildland urban interface, protecting 22 habitable residential structures and 55 residents.

The Project will focus on the modification of vegetation and the creation of a strategically located fuel break adjacent to Hartland Christian Camp reducing the available fuel and thus increasing roadside safety, securing the vital ingress and egress route for residents evacuating from fast moving wildland fires, and reducing the spread of fire from the wildland into the wildland -urban interface. Eshom Valley Drive is a county maintained road that spans 7 miles and is the only ingress and egress for 55 permanent residents and 1,000 seasonal residents. Additionally, Hartland is located less than 4 miles from the communities of Pinehurst and Badger. 52% (88 acres) of the proposed Project is located in the Very High Fire Severity Zone with 48% (79 acres) of the project in the High Fire Severity Zone. The Project will modify and remove 167 acres of fuel from the roadway upslope creating a safe evacuation route and reducing the impact to the community from a fast

moving wildland fire. The Project will also have a minimum of two public chipper days that should have a positive effect on the community's defensible space. Additionally, the Hartland Hazard Fuel and Tree Reduction Project will link Phase One of Tulare County Hazard Tree Removal Project and Phase Three. The fuel along Eshom Valley Drive consists of heavy brush and indigenous conifers ranging from 3-24 DBH. The conifer stands located in the project area are in a Tier 1 High Hazard Tree Mortality Zone averaging 45 dead or dying trees per acre. This evacuation route is identified in the Tulare County Community Evacuation plan as the only route of travel for 22 habitable residential structures and Hartland Christian Camp. This project will modify the vegetation by chipping.

## Exempt Status: (check one)

- □ Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));  $\boxtimes$
- General Rule: CEQA guidelines 15061(b)(3)
- Categorical Exemption: CEQA Guidelines Class 1 Section 15301 Existing Facilities (c)  $\boxtimes$
- Statutory Exemptions:

Reasons why project is exempt: The proposed project is excluded or exempt from the California Environmental Quality Act (CEQA) on the grounds that the project is consistent with the following: Public Resources Code Section 21080, subdivision (b) (4) (Emergency), and State CEQA Guidelines Section 15269, subdivision (c) (Emergency).

If the County is successful in receiving the funds requested in the grant application, it would be used to address the risk and potential impact of wildfire and dead and dving trees Countywide that pose a threat to public health and safety within the SRA.

Pursuant to State CEQA Guidelines Section 15359, an "Emergency" applies when a project is necessary "...to prevent or mitigate loss of or damage to life, health, property or essential public services." As such, preventive efforts would be undertaken to remove dead or dying trees to protect essential public services (such as accessible roads) prior to the occurrence of catastrophic wildfire.

Also, this action is consistent with CEQA Guidelines Section 15301 Class 1, Existing Facilities (c) Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities through the application of CEQA Guidelines Section 15300.4, Application by Public Agencies, whereby the County of Tulare Board of Supervisors adopted an exemption for the removal of trees or limbs which are dead or diseased or for traffic safety of the aforementioned facilities per the Tulare County Guidelines for the Implementation of California Environmental Quality Act of 1970, Section 300 (c)(5). Therefore, the application of CEQA Section 15301 and Tulare County Guidelines for the Implementation of CEQA of 1970, Section 300 (c)(5) are applicable and appropriate for this project

Name of Public Agency Approving Project: County of Tulare, Resource Management Agency

Project Planner/Representative: Reed Schenke, RMA Director

Area Code/Telephone: 559-624-7142

Date: 10.15.18 Title: Chief Environmental Planner

4M Da

Hector Guerra

By:

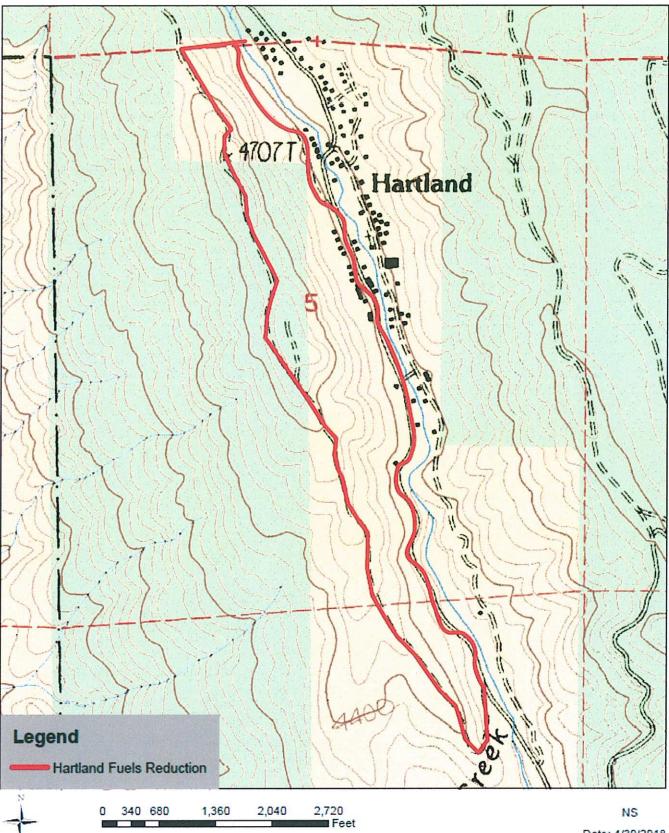
By:

Reed Schenke

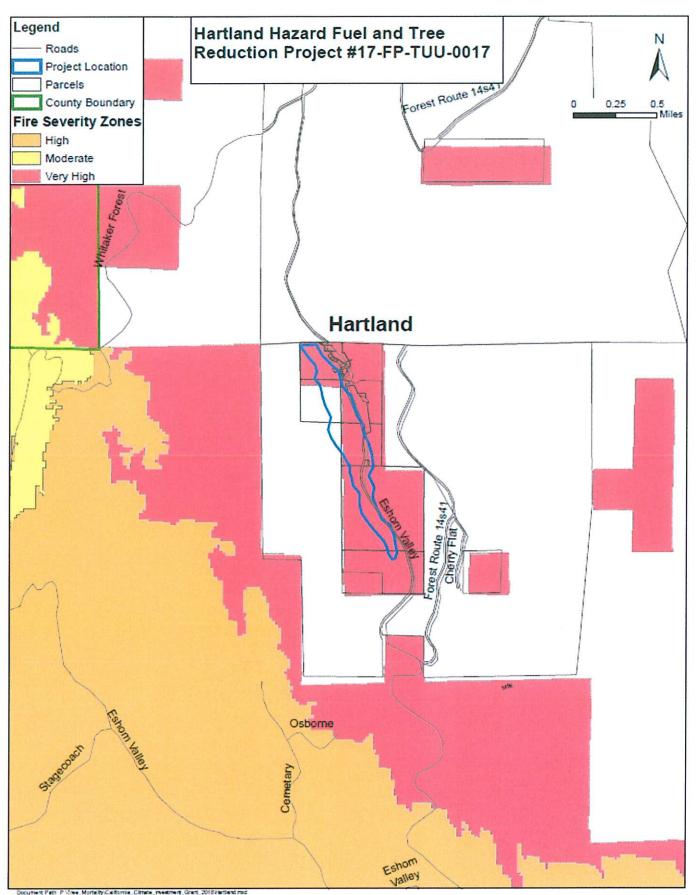
Date: 19/5/19 Title: Environmental Assessment Officer RMA Director

Signed by Lead Agency □ Signed by Applicant

Hartland Hazard Fuel and Tree Reduction Project #17-FP-TUU-0017



Attachment "B"



# Attachment "D"

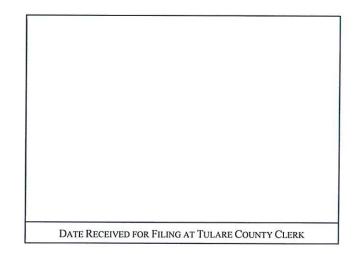
**CEQA** Document

Posey Hazard Fuel and Tree Reduction Project

# NOTICE OF EXEMPTION

## Fee Exempt per Government Code Section 6103

- To: D Office of Planning and Research 1400 Tenth Street, Room 121 Sacramento, CA 95814
  - Tulare County Clerk
     Room 105, Courthouse
     221 South Mooney Blvd.
     Visalia, CA 93291
- Lead Agency: Tulare County Resource Management Agency 5961 South Mooney Blvd. Visalia, CA 93277 (559) 624-7000 Attn: hguerra@co.tulare.ca.us



- Applicant(s): Tulare County Public Works 5961 South Mooney Blvd. Visalia, CA 93277 (559) 624-7000
- **Project Title:** CAL FIRE California Climate Investment (CCI) Fire Prevention (FP) Grant Application for the Posey Hazard Fuel and Tree Reduction Project (17-FP-TUU-0018)

**Project Location - Specific:** The Project area is located adjacent to unincorporated communities of Poso Park, Pine Flat, Panorama Heights, and Sugarloaf Village, along Camp Drive; Latitude 35°48'49", Longitude 118°38'18"

Project Location- Section, Township, Range: See Hazard Fuel and Tree Reduction Maps, Attachments "A" and "B", incorporated herein.

Project Location - City: Poso Park, Pine Flat, Panorama Heights, and Sugarloaf Village

### Project Location - County: Tulare

**Description of Nature, Purpose, and Beneficiaries of Project:** Tulare County and other Southern Sierra regions is currently faced with a large scale forest die-off as the result of drought and pine-bark beetle infestation, commonly known as "Tree Mortality". The Resource Management Agency in close coordination with Tulare County Fire, and the County Administrative Office is proposing to apply for funding through the California Climate Investment (CCI) Fire Prevention (FP) grant program in the amount of \$248,314. This grant is administered by the State of California through CAL FIRE.

The Project area was selected due to the proximity to private property, traffic volume, and the ability to collaborate efforts across interested parties (Tulare County Roads, Tulare County Fire, United States Forest Service, and Cal Fire). The Project will reduce approximately 1,776 tons of fuel and stored carbon potential. It will also diminish the spread of fire from wildland into the wildland urban interface, protecting 52 habitable residential structures and 130 residents.

The Project will focus on the modification of vegetation adjacent to Posey Christian Camp reducing the available fuel and increasing roadside safety, securing the vital ingress and egress route for residents evacuating from fast moving wildland fires, and reducing the spread of fire from the wildland into the wildland-urban interface. Camp Drive is a county maintained road that spans 2 miles and is the only ingress and egress for 130 permanent residents and 300 seasonal residents. Additionally, the Project is located 1.5 miles from Balance Rock, 2 miles from Sugarloaf Village, 1.5 miles from Panorama Heights, 3 miles from Idlewild, and 3.5 miles from Posey. Nearly two-thirds of the proposed Project is located in the Very High Fire Severity Zone with one-third of the Project in the High Fire Severity Zone. The Project will remove 111 acres of fuel surrounding the Posey Christian Camp and from the roadway upslope creating a safe evacuation route, reducing the

impact to the community from a fast moving wildland fire. The Project will also have a minimum of two public chipper days that should have a positive effect on the community's defensible space for an estimated 755 residents. The fuel along Camp Drive consists of heavy brush and indigenous conifers ranging from 3-24 DBH. Portions of the conifer stands located in the Project area are in a Tier 1 High Hazard Tree Mortality Zone and the remainder is in the Tier 2 High Hazard Tree Mortality Zone. This evacuation route is identified in the Tulare County Community Evacuation plan as the only route of travel for 52 habitable residential structures and the Posey Christian Camp that has a seasonal population of 300. This project will be treated by chipping.

## Exempt Status: (check one)

- □ Ministerial (Sec. 21080(b)(1); 15268);
- □ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- □ General Rule: CEQA guidelines 15061(b)(3)
- ☑ Categorical Exemption: CEQA Guidelines Class 1 Section 15301 Existing Facilities (c)
- □ Statutory Exemptions:

**Reasons why project is exempt:** The proposed project is excluded or exempt from the California Environmental Quality Act (CEQA) on the grounds that the project is consistent with the following: Public Resources Code Section 21080, subdivision (b) (4) (Emergency), and State CEQA Guidelines Section 15269, subdivision (c) (Emergency).

If the County is successful in receiving the funds requested in the grant application, it would be used to address the risk and potential impact of wildfire and dead and dying trees Countywide that pose a threat to public health and safety within the SRA.

Pursuant to State CEQA Guidelines Section 15359, an "Emergency" applies when a project is necessary "...to prevent or mitigate loss of or damage to life, health, property or essential public services." As such, preventive efforts would be undertaken to remove dead or dying trees to protect essential public services (such as accessible roads) prior to the occurrence of catastrophic wildfire.

Also, this action is consistent with CEQA Guidelines Section 15301 Class 1, Existing Facilities (c) Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities through the application of CEQA Guidelines Section 15300.4, Application by Public Agencies, whereby the County of Tulare Board of Supervisors adopted an exemption for the removal of trees or limbs which are dead or diseased or for traffic safety of the aforementioned facilities per the Tulare County Guidelines for the Implementation of California Environmental Quality Act of 1970, Section 300 (c)(5). Therefore, the application of CEQA Section 15301 and Tulare County Guidelines for the Implementation of CEQA of 1970, Section 300 (c)(5) are applicable and appropriate for this project

Name of Public Agency Approving Project: County of Tulare, Resource Management Agency

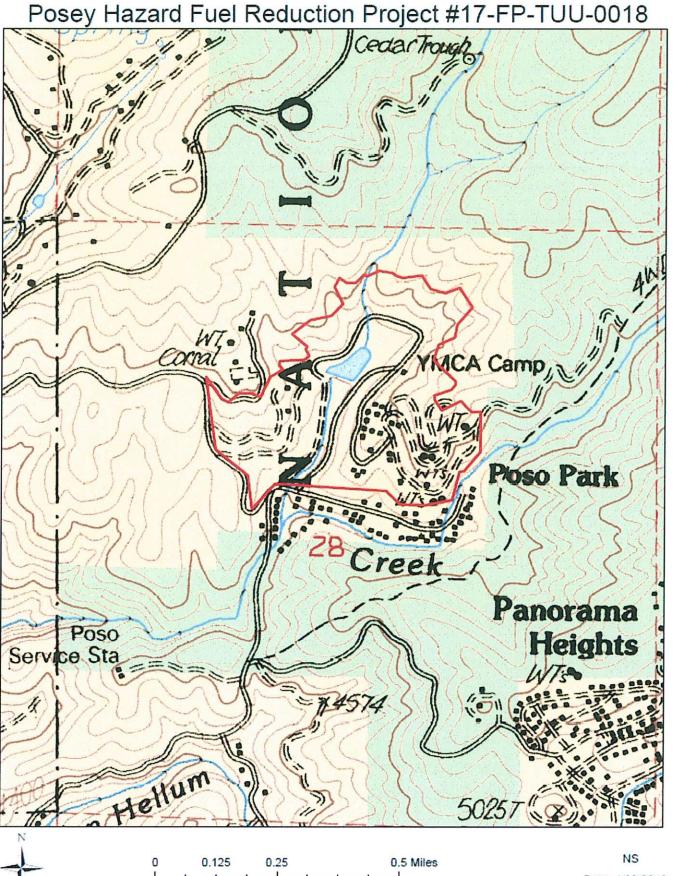
Project Planner/Representative: Reed Schenke, RMA Director

Area Code/Telephone: 559-624-7142

Konwong Date: 102:18 Title: Chief Environmental Planner By: or Guerra \_\_\_\_\_ Date: \_\_\_\_\_\_ Title: Environmental Assessment Officer\_\_\_\_\_ By: Reed Schenke **RMA** Director

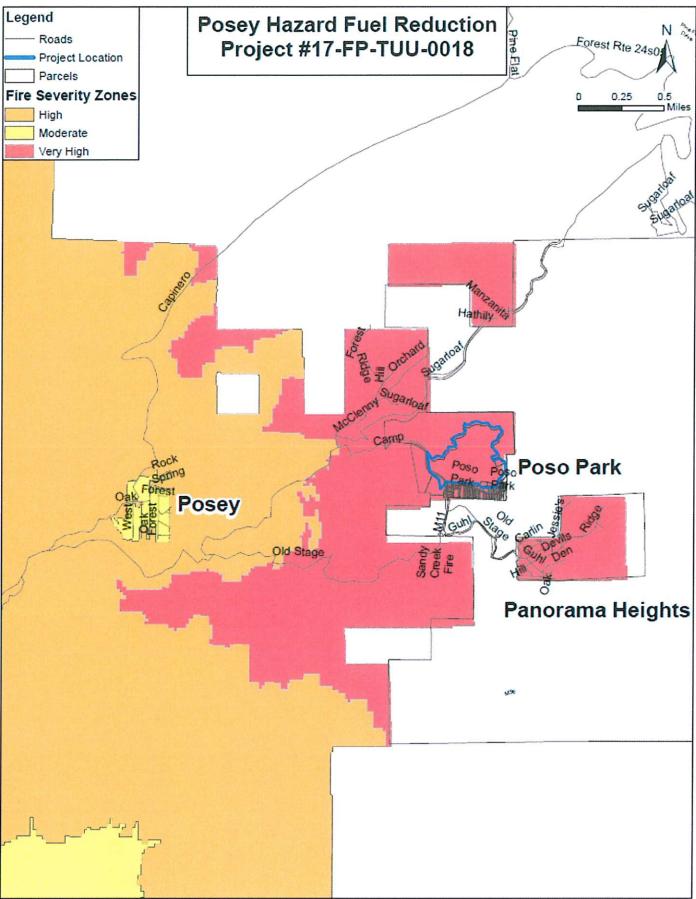
☑ Signed by Lead Agency□ Signed by Applicant

Attachment "A"



Date: 4/20/2018

Attachment "B"



Document Path: Philipse\_MontalityCalifornia\_Oimate\_Investment\_Grant\_2016/Posey.mod

# Attachment "E"

**CEQA** Document

South Fork Hazard Fuel and Tree Reduction Project

# NOTICE OF EXEMPTION

## Fee Exempt per Government Code Section 6103

- To: D Office of Planning and Research 1400 Tenth Street, Room 121 Sacramento, CA 95814
  - Tulare County Clerk
     Room 105, Courthouse
     221 South Mooney Blvd.
     Visalia, CA 93291
- Lead Agency: Tulare County Resource Management Agency 5961 South Mooney Blvd. Visalia, CA 93277 (559) 624-7000 Attn: hguerra@co.tulare.ca.us

DATE RECEIVED FOR FILING AT TULARE COUNTY CLERK

- Applicant(s): Tulare County Public Works 5961 South Mooney Blvd. Visalia, CA 93277 (559) 624-7000
- **Project Title:** CAL FIRE California Climate Investment (CCI) Fire Prevention (FP) Grant Application for the South Fork Hazard Fuel and Tree Reduction Project (17-FP-TUU-0019)

**Project Location - Specific:** The Project area is located adjacent to the community of Three Rivers, along South Fork Drive; Latitude 36°23'18", Longitude 118°52'35".

Project Location- Section, Township, Range: See Hazard Fuel and Tree Reduction Map, Attachment "A", incorporated herein.

Project Location - City: Unincorporated community of Three Rivers

Project Location - County: Tulare

**Description of Nature, Purpose, and Beneficiaries of Project:** Tulare County and other Southern Sierra regions is currently faced with a large scale forest die-off as the result of drought and pine-bark beetle infestation, commonly known as "Tree Mortality". The Resource Management Agency in close coordination with Tulare County Fire, and the County Administrative Office is proposing to apply for funding through the California Climate Investment (CCI) Fire Prevention (FP) grant program in the amount of \$190,466. This grant is administered by the State of California through CAL FIRE.

The Project area was selected due to the proximity to private property, traffic volume, and the ability to collaborate efforts across interested parties (Tulare County Roads, Tulare County Fire, United States Forest Service, and Cal Fire). The Project will reduce approximately 1,808 tons of fuel and stored carbon potential. It will also diminish the spread of fire from wildland into the wildland urban interface, protecting 97 habitable residential structures and 242 residents.

The Project will focus on the modification of vegetation along the roadway by reducing the available fuel, thus increasing roadside safety, securing the vital ingress and egress route for residents evacuating from fast moving wildland fires, and reducing the spread of fire from the wildland into the wildland-urban interface. South Fork Drive is a county maintained road that spans 5.8 miles and is the only ingress and egress for 242 permanent residents. Additionally, South Fork is located less than 1,000 acres away from the community of Three Rivers with a population of 2,182. 81.5% (92 acres) of this proposed project is located in the High Fire Severity Zone with 18.5% (21 acres) in the Very High Fire Severity Zone. Portions of this project are also located in a Tier 1 High Hazard Tree Mortality Zone. The Project will remove fuel approximately 40 feet on either side of the roadway, creating an approximately 110 feet wide area and securing the only

evacuation route. The project will also have a minimum of two public chipper days that should have a positive effect on the community's defensible space and reduce wildfire intensity rates of spread. The fuel along South Fork Drive consists of annual grass, medium brush, and invasive trees ranging from 3-18 DBH. This evacuation route is identified in the Tulare County Community Evacuation plan as the only route of travel for 97 habitable residential structures. The removal of hazardous fuel will span 113 acres and will be treated by chipping.

## Exempt Status: (check one)

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));  $\boxtimes$
- General Rule: CEQA guidelines 15061(b)(3)
- Categorical Exemption: CEQA Guidelines Class 1 Section 15301 Existing Facilities (c)  $\times$
- Statutory Exemptions:

Reasons why project is exempt: The proposed project is excluded or exempt from the California Environmental Quality Act (CEOA) on the grounds that the project is consistent with the following: Public Resources Code Section 21080, subdivision (b) (4) (Emergency), and State CEOA Guidelines Section 15269, subdivision (c) (Emergency).

If the County is successful in receiving the funds requested in the grant application, it would be used to address the risk and potential impact of wildfire and dead and dying trees Countywide that pose a threat to public health and safety within the SRA.

Pursuant to State CEQA Guidelines Section 15359, an "Emergency" applies when a project is necessary "...to prevent or mitigate loss of or damage to life, health, property or essential public services." As such, preventive efforts would be undertaken to remove dead or dying trees to protect essential public services (such as accessible roads) prior to the occurrence of catastrophic wildfire.

Also, this action is consistent with CEQA Guidelines Section 15301 Class 1, Existing Facilities (c) Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities through the application of CEOA Guidelines Section 15300.4, Application by Public Agencies, whereby the County of Tulare Board of Supervisors adopted an exemption for the removal of trees or limbs which are dead or diseased or for traffic safety of the aforementioned facilities per the Tulare County Guidelines for the Implementation of California Environmental Quality Act of 1970, Section 300 (c)(5). Therefore, the application of CEOA Section 15301 and Tulare County Guidelines for the Implementation of CEOA of 1970, Section 300 (c)(5) are applicable and appropriate for this project

Name of Public Agency Approving Project: County of Tulare, Resource Management Agency

Project Planner/Representative: Reed Schenke, RMA Director

Area Code/Telephone: 559-624-7142

Hector Guerra

Kommy Anorto Date: 10-15-14 Title: Chief Environmental Planner

**Reed Schenke** 

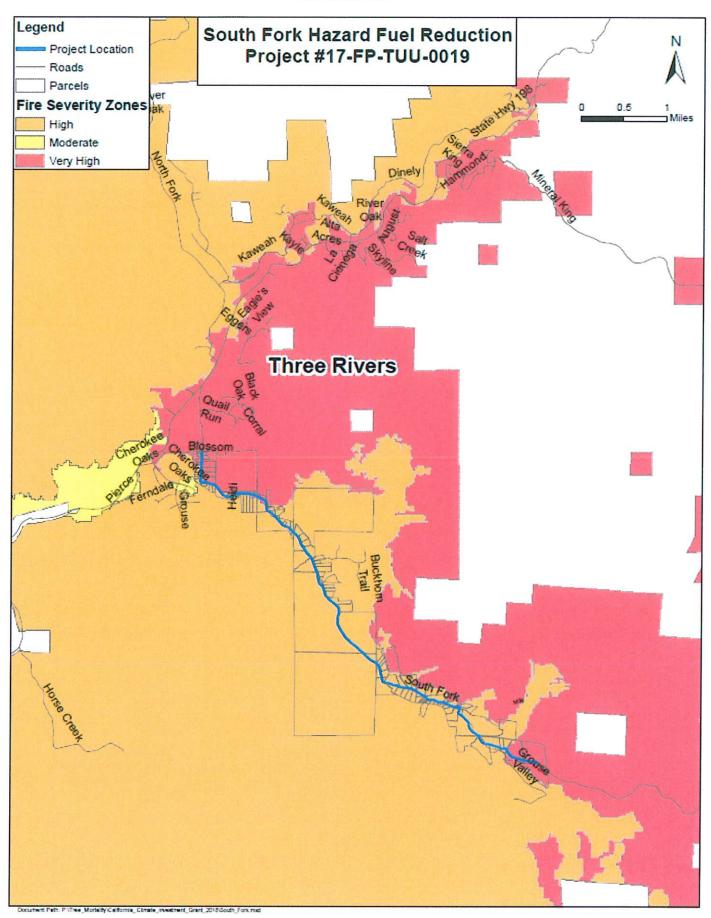
\_\_\_\_ Date: \_\_\_\_\_\_\_ Title: Environmental Assessment Officer\_\_\_\_\_ **RMA** Director

Signed by Lead Agency □ Signed by Applicant

By:

By:

Attachment "A"



# Attachment "F"

Grant Agreement-5GG17234

Camp Nelson Hazard Fuel and Tree Reduction Project



DEPARTMENT OF FORESTRY AND FIRE PROTECTION

P.O. Box 944246 SACRAMENTO, CA 94244-2460 (916) 653-7772 Website: www.fire.ca.gov



October 3, 2018

Jeff McLaughlin Tulare County Fire Department 835 S. Akers St. Visalia, CA 93277

#### 5GG17234; Camp Nelson Hazard Fuel and Tree Reduction Project

This agreement cannot be considered binding on either party until approved by appropriate authorized CAL FIRE designee. No services should be provided prior to approval, as the State is not obligated to make any payments on any Agreement prior to final approval. FAILURE TO RETURN ALL DOCUMENTS BY DATE BELOW MAY RESULT IN LOSS OF FUNDING.

Please contact David Shy at (559) 732-5954 if you have questions concerning services to be performed. Please contact Bobby Nguyen at (916) 651-6620 if you have any administrative questions or concerns.

- 1. X Full grant agreement including terms and conditions, addendum, grant application form, scope of work, budget, and map enclosed. Print (single sided) and return three (3) sets of agreements with original signatures in blue ink. In addition, please return the attachment(s) below, as applicable to your organization, to be received by CAL FIRE no later than **November 30, 2018**.
  - Attachment 5 Std. 204 Payee Data Record http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf
  - Attachment 7 Board Resolution or Attesting Document granting authority to sign (non-profit and local entity applicants)

Return all originals and requested documents for further processing to: Department of Forestry and Fire Protection Attention: GMU/CCI FP P.O. Box 944246 Sacramento, CA 94244-2460

2. Enclosed for your record is one fully executed copy of the agreement referenced above. When billing for services performed under this agreement, your invoices must reference the agreement number above and be submitted to the contract manager.

Thank you,

Bobby Nguyen Grants Analyst Grants Management Unit

Enclosures CC: Virginia Hernandez David Shy Stella Chan

#### State of California Dept. of Forestry and Fire Protection (CAL FIRE) State Fire Marshal's Office GRANT AGREEMENT

APPLICANT:	Tulare County Fire Department				
PROJECT TITLE:	Camp Nelson Hazard Fuel and Tree Reduction Project				
GRANT AGREEMENT:	5GG17234				
PROJECT PERFORMANCE PERIOD IS from Upon Approval through November 30, 2021.					

Under the terms and conditions of this Grant Agreement, the applicant agrees to complete the project as described in the project description, and the State of California, acting through the Dept. of Forestry & Fire Protection, agrees to fund the project up the total state grant amount indicated.

**PROJECT DESCRIPTION:** Project will focus on the modification of vegetation and the creation of a strategically located fuel break adjacent to Camp Nelson reducing the available fuel and thus increasing roadside safety, securing the vital ingress and egress route for residents evacuating from fast moving wildland fires, and reducing the spread of fire from the wildland into the wildland-urban interface.

Total State Grant not to exceed \$	523,145.00
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(or project costs, whichever is less)

\*The Special and General Provisions attached are made a part of and incorporated into this Grant Agreement.

Tulare	ent		STATE OF CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION					
	Applica	nt						
Ву				Ву				
Signature	of Authorized R	Representative	•					
Title				Title: De	Title: Dennis Mathisen, State Fire Marshal			
Date				Date	Date			
				CATION OF FUNE	DING			
AMOUNT OF ESTIN	IATE	GRANT AGREEMENT NUMBER			FUND			
\$523,145.00		5GG17234			Greenhouse Gas Reduction Fund			
ADJ. INCREASING ENCUMBRANCE \$ 0.00	APPROPRIATION Greenhouse Gas Reduction Fund			-				
ADJ. DECREASING ENCUMBRANCE	FUNCTION							
\$ 0.00		Greenhouse Gas Reduction Fund						
UNENCUMBERED BALANCE		LINE ITEM ALLOTMEN	IT	CHAPTER		STATUTE	FISCAL YEAR	
\$523,145.00		3540-001-3228		14, 249		2017	17/18	
T.B.A. NO.	B.R. NO.	INDEX	OBJ. EXPEN D	PCA		PROJECT/WORK PHASE		
	FY 17/18	9212	418	91015		VENDOR#	831108-00	

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.

# TERMS AND CONDITIONS OF GRANT AGREEMENT

# I. RECITALS

- 1. This Agreement, is entered into between the State of California, by and through the California Department of Forestry and Fire Protection (CAL FIRE), hereinafter referred to as "STATE" and Tulare County Fire Department, hereinafter referred to as "GRANTEE".
- 2. The STATE herby grants to GRANTEE a sum (hereinafter referred to as "GRANT FUNDS") not to exceed Five Hundred Twenty Three Thousand One Hundred Forty Five Dollars (**\$523,145.00**).
- 3. In addition to the terms and conditions of this Agreement, the STATE and GRANTEE agree that the terms and conditions contained in the documents set forth below are hereby incorporated and made part of this agreement.
  - a. Department of Forestry and Fire Protection (CAL FIRE) Fire Prevention Grant Program Procedural Guide 2017-2018
  - b. The submitted Application, Scope of Work, Budget Detail, GHG Emissions Reduction Methodology and Exhibits
  - c. Addendum for Greenhouse Gas Reduction Fund (GGRF) Grant Projects

# II. SPECIAL PROVISIONS

- 1. Recipients of GRANT FUNDS pursuant to Chapter 249, Statutes of 2017 shall abide by the provisions in this Agreement. This includes the requirement that work shall not commence prior to the execution of this Agreement by both parties. Any work started prior to the execution of this Agreement will not be eligible for funding under the terms of this Agreement.
- 2. As precedent to the State's obligation to provide funding, GRANTEE shall provide to the STATE for review and approval a detailed budget, specifications, and project description. Approval by the STATE of such plans and specifications, or any other approvals provided for in this Agreement, shall be for scope and quality of work, and shall not relieve GRANTEE of the obligation to carry out any other obligations required by this Agreement, in accordance with applicable law or any other standards ordinarily applied to such work or activity.
- 3. All informational products (e.g., data, studies, findings, management plans, manuals, photos, etc.) relating to California's natural environment produced with the use of GRANT FUNDS shall be available for public use.

# III. GENERAL PROVISIONS

# 1. Definitions

- a. The term "Agreement" means grant agreement number **5GG17234**.
- b. The term "GRANT FUNDS" means the money provided by the STATE to the GRANTEE in this Agreement.
- c. The term "GRANTEE" means an applicant who has a signed Agreement for the award for GRANT FUNDS.
- d. The term "Other Sources of Funds" means all matching fund sources that are required or used to complete the Project beyond the GRANT FUNDS provided by this Agreement.
- e. The term "STATE" means the State of California, Department of Forestry and Fire Protection (CAL FIRE).
- f. The term "Project" means the development or other activity described in the "Project Scope of Work".
- g. The term "Project Budget Detail" as used herein defines the approved budget plan.
- h. The term "Project Scope of Work" as used herein means the individual scope of work describing in detail the approved tasks.

# 2. Project Representatives

The project representatives during the term of the agreement will be:

STATE: CAL FIRE	GRANTEE: Tulare County Fire Department
Section/Unit: TUU - Tulare Unit	Section/Unit:
Attention: David Shy	Attention: Jeff McLaughlin
Mailing Address:	Mailing Address:
1968 South Lovers Lane	835 S. Akers St.
Visalia, CA 93292	Visalia, CA 93277
Phone Number: (559) 732-5954	Phone Number: 559-802-9800
Email Address: David.Shy@fire.ca.gov	Email Address: JEMcLaughlin@co.tulare.ca.us

Changes to the project representatives during the term of the agreement shall be made in writing. Notice shall be sent to the above representative for all notice provisions of this Agreement.

- 3. Project Execution
  - a. Subject to the availability of grant monies, the STATE hereby grants to the GRANTEE a sum of money (GRANT FUNDS) not to exceed the amount stated on Section I. RECITALS, Paragraph 2 in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of the Project in this Agreement and its attachments and under the terms and conditions set forth in this Agreement.
  - b. GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the Project. Any amendment to the Project as set forth in the Application on file with the STATE must be submitted to the STATE for approval in writing. No amendment is allowed until written approval is given by the STATE.
  - c. GRANTEE shall complete the Project in accordance with the time of Project performance set forth in this Agreement, unless an amendment has been approved and signed by the STATE under the terms and conditions of this Agreement. Amendments must be requested in advance and will be considered in the event of circumstances beyond the control of the GRANTEE, but in no event less than 90 days from the Agreement expiration date and in no event less than 60 days before the effective date of the amendment. Approval of amendment is at the STATE's discretion.
  - d. GRANTEE certifies that the Project Scope of Work complies with all local, State, and federal laws and regulations.
  - e. GRANTEE shall comply with the California Environmental Quality Act (CEQA) (Public Resources Code, Section 21000, et. seq. Title 14, California Code of Regulations, Section 15000 et. seq.) and all other local, State, and federal environmental laws. A copy of the certified CEQA document must be provided to STATE before any GRANT FUNDS are made available for any Project activity that could directly impact the environment (e.g. cutting, piling or burning bush, masticating, dozer work, etc.). CEQA compliance shall be completed within 18 months from start date of the Agreement. The start date is considered the date the last party signs the Agreement. GRANT FUNDS will be made available in advance of CEQA compliance for project activities that do not have the potential to cause a direct environmental impact (e.g. project planning, locating and

marking property or project boundaries, contacting and signing up landowners, etc.).

- f. GRANTEE shall permit periodic site visits by representative(s) of the STATE to ensure program compliance and that work is in accordance with the approved Project Scope of Work, including a final inspection upon Project completion.
- g. GRANTEE, and the agents and employees of GRANTEE, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents, of the STATE.
- 4. Project Costs and Payment Documentation
  - a. Payment by the STATE shall be made after receipt of an acceptable invoice and approval by a duly authorized representative of the STATE. GRANTEE shall submit an invoice for payment to the CAL FIRE Project Representative of the STATE. A final invoice shall be submitted no later than 30 days after completion, expiration, or termination of this Agreement.
  - b. For services satisfactorily rendered, and upon receipt and approval of invoices for payment, the STATE agrees to compensate GRANTEE for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto, as Attachment 3 Final Project Budget, and made a part of this Agreement.
  - c. Equipment purchased using GRANT FUNDS, wholly or in part, must be used by the GRANTEE for the project which it was acquired. STATE retains a vested interest in the equipment for the useful life of the equipment, even after completion of the grant. GRANTEE shall provide written disposition of the equipment upon completion of the grant and upon any changes to the disposition of the equipment. Such disposition must be approved in advance by STATE. Equipment purchased using GRANT FUNDS cannot be used as collateral, financed, or sold without prior written approval from the STATE.
  - d. GRANTEE shall submit, in arrears, not more frequently than once a month, and no less than quarterly, an invoice to the STATE for costs paid by GRANTEE pursuant to this Agreement. Each invoice shall contain the following information: the Agreement number, the dates or time period during which the invoiced costs were incurred, expenditures for the current invoice and cumulative expenditures to date by major budget category (e.g., salaries, benefits, supplies, etc.), appropriate supporting documentation, project progress reports, and the signature of an authorized representative of GRANTEE as detailed in the Invoice

Guidelines of the Procedural Guide for the CAL FIRE Fire Prevention Grant Program.

- e. GRANT FUNDS in this Agreement have a limited period in which they must be expended. All GRANTEE expenditures must occur prior to the end of the Project performance period of this Agreement.
- f. Except as otherwise provided herein, GRANTEE shall expend GRANT FUNDS in the manner described in the Project Budget Detail approved by the STATE. The dollar amount of an item in the Project Budget Detail may be increased or decreased by up to ten percent (10%) of the budget item through reallocation of funds from another item or items, without approval by the STATE; however, GRANTEE shall notify the STATE in writing in project progress reports when any such reallocation is made, and shall identify both the item(s) being increased and those being decreased. Any increase or decrease of an item of more than ten percent (10%) of the budget item must be approved in writing by the STATE before any such increase or decrease is made. A formal approved amendment is required to increase the total amount of GRANT FUNDS.
- g. GRANTEE shall promptly submit any and all records at the time and in the form as the STATE may request.
- h. GRANTEE shall submit each invoice for payment to:

California Department of Forestry & Fire Protection Attention: David Shy 1968 South Lovers Lane Visalia, CA 93292

- i. Notwithstanding any of the provisions stated within this Agreement, the STATE may at its discretion make advance payment from the grant awarded to the GRANTEE if GRANTEE is a nonprofit organization, a local agency, a special district, a private forest landowner or a Native American tribe. Advance payment made by the STATE shall be subject to the following provisions.
  - GRANTEE shall submit a written request identifying how funds will be used over a six-month period. The written request must be accompanied by an invoice that contains the same level of detail as a regular invoice.
  - GRANTEE shall file an accountability report with STATE four months from the date of receiving the funds and every four months thereafter.

- Multiple advance payments may be made to a GRANTEE over the life of a project.
- No single advance payment shall exceed 25% of the total grant amount and must be spent on eligible costs within six months of the advance payment request. GRANTEE may request additional time to spend advance funds but must be approved in writing by the STATE. The balance of unspent advance payment funds not liquidated within the six-month spending period will be billed for the return of advanced funds to the STATE.
- All work under a previous advance payment must be fully liquidated via an invoice and supporting documentation and completed to the STATE's satisfaction before another advance payment will be made.
- Any advance payment received by a GRANTEE and not used for project eligible costs shall be returned to CAL FIRE. The amount will be returned to the grant balance.
- Advance payments must be deposited into an interest-bearing account. Any interest earned on advance payment funds must be accounted for and used toward offsetting the project cost or returned to the STATE.
- 5. Budget Contingency Clause
  - a. If STATE funding for any fiscal year is reduced or deleted for purposes of the California Climate Investment Fire Prevention Program, the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or if possible and desirable, offer an Agreement amendment to GRANTEE to reflect the reduced amount available for the Project.
- 6. Project Administration
  - a. GRANTEE shall provide the STATE a written report showing total final Project expenditures and matching funds upon Project completion or grant expiration, whichever occurs first. GRANTEE must report to the STATE all sources of other funds for the Project. If this provision is deemed to be violated, the STATE will request an audit of GRANTEE and can delay the disbursement of funds until the matter is resolved.
  - b. GRANTEE shall promptly submit written Project reports as the STATE may request throughout the term of this Agreement.
  - c. GRANTEE shall submit a final accomplishment report, final invoice with associated supporting documentation, and copies of materials developed

using GRANT FUNDS, including but not limited to plans, educational materials, etc. within 30 days of Project completion.

- 7. Financial Records
  - a. GRANTEE shall retain all records described in Section 7(c) below for three (3) years after final payment by the STATE. In the case an audit occurs, all such records shall be retained for one (1) year from the date is audit is completed or the three (3) years, whichever date is later.
  - b. GRANTEE shall maintain satisfactory financial accounts, documents, and records for the Project and make them available to the STATE for review during reasonable times. This includes the right to inspect and make copies of any books, records, or reports of GRANTEE pertaining to this Agreement or matters related thereto.
  - c. GRANTEE shall keep such records as the STATE shall prescribe, including, but not limited to, records which fully disclose (a) the disposition of the proceeds of state funding assistance, (b) the total cost of the Project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the Project cost supplied by other sources, and (d) any other such records as will facilitate an effective audit. All records shall be made available to the STATE, other State of California agency, or other entity as determined by the State of California for auditing purposes at reasonable times.
  - d. GRANTEE shall use any generally accepted accounting system.
- 8. Project Termination
  - a. This Agreement may be terminated by the STATE or GRANTEE upon 30days written notice to the other party.
  - b. If either party terminates the Agreement prior to the completion of the Project, GRANTEE shall take all reasonable measures to prevent further costs to the STATE under the Agreement and the STATE shall be responsible for any reasonable and non-cancelable obligations incurred by GRANTEE in the performance of this Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.
  - c. Failure by GRANTEE to comply with the terms of this Agreement may be cause for suspension of all obligations of the STATE hereunder at the discretion of the STATE.

- d. Failure of GRANTEE to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of the STATE hereunder if in the judgment of the STATE such failure was due to no fault of GRANTEE. At the discretion of the STATE, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
- e. Final payment to GRANTEE may not be made until the STATE determines the Project conforms substantially to this Agreement.
- 9. Hold Harmless
  - a. GRANTEE shall defend, indemnify and hold the STATE, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of GRANTEE, its officers, agents, or employees. The duty of GRANTEE to indemnify and hold harmless includes the duty to defend as set forth in Civil Code Section 2778. This Agreement supersedes GRANTEE's right as a public entity to indemnity (see Government Code Section 895.2) and contribution (see Government Code Section 895.6) as set forth in Government Code Section 895.4.
  - b. GRANTEE waives any and all rights to any type of express or implied indemnity or right of contribution from the STATE, its officers, agents, or employees for any liability resulting from, growing out of, or in any way connected with or incident to this Agreement.
  - c. Nothing in this Agreement is intended to create in the public or in any member of it rights as a third-party beneficiary under this Agreement.
- 10. Tort Claims

## FEDERAL:

The United States shall be liable, to the extent allowed by the Federal Tort Claims Act 28 United States Code 2671-2680, for claims of personal injuries or property damage resulting from the negligent or wrongful act or omission of any employee of the United States while acting within the scope of his or her employment, arising out of this Agreement.

# STATE:

The State of California shall be liable, to the extent allowed by law and subject to California Government Code, Title 1, Division 3.6, providing for the filing of tort claims against the State of California, for personal injuries or property damage resulting from the negligent or wrongful act or omission of State of California employees while acting within the scope of his or her employment, arising out of this Agreement.

## 11. Nondiscrimination

The State of California prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, sex, marital 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 program. GRANTEE shall not discriminate against any person on any of these bases.

## 12. Incorporation

The grant guidelines and the Project Scope of Work, Project Budget Detail and any subsequent amendments or modifications to the Project Scope of Work and Project Budget Detail approved in writing by the STATE are hereby incorporated by reference into this Agreement as though set forth in full in this Agreement.

## 13. Severability

If any provision of this Agreement or the Project Scope of Work thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

## 14. Waiver

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

## 15. Assignment

This Agreement is not assignable by GRANTEE either in whole or in part.

ADDENDUM – CALIFORNIA CLIMATE INVESTMENTS (CCI) GRANT PROJECTS

# I. SPECIAL PROVISIONS

- 1. Grant funds shall be used on projects with the primary goal of reducing greenhouse gases (GHGs) and furthering the purposes of California's Global Warming Solutions Act of 2006, Division 25.5 (commencing with Section 38500) of the Health and Safety Code, and related statutes.
- 2. Grant funds shall be used on projects limited to specific activities as described in CCI Grants Procedural Guides.
- 3. Greenhouse gas emissions must be calculated using the CARB Greenhouse Gas Quantification Methodology applicable to the grant program (<u>https://ww2.arb.ca.gov/resources/documents/cci-quantification-benefits-and-reporting-materials</u>).
- 4. Grantee shall report project and benefits information when requested by the State. This may include, but is not limited to, funding expended, acres treated, GHG emissions, trees planted, disadvantaged community benefits, energy/water savings, job creation, and other co-benefits.
- 5. Grantee shall maintain accurate and detailed records documenting project description, project location, and schedule, CCI dollars allocated, and leveraged funds throughout the duration of the project.
- 6. Failure of Grantee to meet the agreed upon terms of achieving required GHG reduction may result in project termination and recovery of funds.

# II. MONITORING AND REPORTING REQUIREMENTS

All funds expended through CCI are subject to emissions reporting and requirements. Grantee is expected to provide the appropriate materials for completing program quantification methodology. Grantee shall use the current reporting template provided by the STATE. The reporting shall be submitted to the STATE no less frequently than quarterly. In addition, STATE may request additional information in order to meet current CARB reporting requirements. The requirements are available on the CARB CCI Quantification, Benefits and Reporting Materials webpage:

https://ww2.arb.ca.gov/resources/documents/cci-quantification-benefits-and-reportingmaterials.

### III. PROGRAM ACKNOWLEDGEMENT/RECOGNITION

1. All projects funded both fully and partially by the GGRF must clearly display, identify and label themselves as being part of the "California Climate Investments" program. The acknowledgement must contain the California Climate Investments and CAL FIRE logos as well as the following statement:

*"Funding for this project provided by the California Department of Forestry and Fire Protection as part of the California Climate Investments Program."* 

A draft of the acknowledgement must be approved by the STATE prior to publication. For stationary projects, acknowledgement may include, but is not limited to, a sign on the project site. For other project types, such as vehicles, equipment, and consumer-based incentives, acknowledgement is encouraged by using a decal, sticker or other signage.

Guidance on California Climate Investments logo usage, signage guidelines, and high-resolution files are contained in a style guide available at: <a href="http://www.caclimateinvestments.ca.gov/logo-graphics-request">www.caclimateinvestments.ca.gov/logo-graphics-request</a>.

2. In addition, all projects funded both fully and partially by GGRF must contain the following statement in public announcements or press releases on said projects:

"The Camp Nelson Hazard Fuel and Tree Reduction Project is part of California Climate Investments, a statewide program that puts billions of Cap-and-Trade dollars to work reducing GHG emissions, strengthening the economy, and improving public health and the environment– particularly in disadvantaged communities. The Cap-and-Trade program also creates a financial incentive for industries to invest in clean technologies and develop innovative ways to reduce pollution. California Climate Investments projects include affordable housing, renewable energy, public transportation, zero-emission vehicles, environmental restoration, more sustainable agriculture, recycling, and much more. At least 35 percent of these investments are located within and benefiting residents of disadvantaged communities, low-income communities, and low-income households across California. For more information, visit the California Climate Investments website at: www.caclimateinvestments.ca.gov."



# California Department of Forestry and Fire Protection (CAL FIRE) California Climate Investment Fire Prevention Program Grant Application Fiscal Year 2017-18 Funding Opportunity



Please fill out this form completely. Be sure to save a copy of this form for your records. Submit 1 printed copy with original signature(s) and 1 electronic copy and all supporting materials to: **California Department of Forestry and Fire Protection, Attention: Grants Management Unit - Fire Prevention Program, P.O. Box 944246, Sacramento, CA 94244-2460**. E-mail an electronic copy to <u>CALFIRE.Grants@fire.ca.gov</u>. Be sure to include all attachments.

1. Project Tracl	king #: 17-FP-TUU-0015	CalMapper ID:	
Project Name/Tit	e: Camp Nelson Hazard Fuel and Tree Red	uction Project	
County: Tulare	CAL FIRE Unit/Contract Co	ounty: TUU - Tulare Unit	Please use this 3-letter Unit identifier for file naming (see questions 6 & 17)
2. Organizatio	<b>1 Type:</b> County	If Other, please specify:	
If Non-Profit, are	you a registered 501(c)(3)?	Fire Protection Provider: County	y
	<b>Drganization:</b> Tulare County Fire Depart Title: Division Chief, Emergency Services		
First Name: Jeff		Last Name: McLaughlin	
Address 1: 835 S.	Akers St.		
Address 2:			
City: Visalia	State:	California Zip Co	ode: 93277
Phone Number:	559-802-9800	Secondary Phone Number: 559-802-980	)2
Email Address:	JEMcLaughlin@co.tulare.ca.us	Fax Number: 559-68	7-6919
		- 4 42	

#### 4. For which primary activity is funding being requested?

Fuel Reduction

**5. Grant Period:** Please provide the estimated start date and completion date for your project. Projects **MUST** be completed by March 15, 2022. Note that final billing is due 30 days after project completion. Please use MM/DD/YYYY format.

Project Start Date: 05/03/2021

Project Completion Date: 11/30/2021

Tracking #: 17-FP-TUU-0015

Project Name: Camp Nelson Hazard Fuel and Tree Reduction Project

**6. Project Location:** Identify a central point that identifies the general area of project activities. Enter the information in NAD 83 - degrees, minutes and seconds in whole numbers. Enter Longitude as a positive number.

A <u>REQUIRED</u> component of the application is the usage of the Fire Prevention Grant Project/Treatment Area Mapping Program. The mapping program and directions can be found here: <u>http://calfire.ca.gov/fire\_prevention/</u> <u>firepreventiongrants</u>



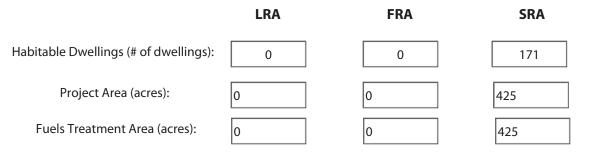
Latitude must be between 32 and 42 degrees. Longitude must be between 114 and 125 degrees. Latitude and Longitude minutes and seconds must be between 0 and 60. For planning or public education projects, use a central point in the WUI for the general area covered by the project.

Please attach a Project map in PDF format with geographic information describing your project location. The map should show the surrounding area in relation to the project. **File naming convention:** Features should be named with the Tracking # and Feature Type. *Example: 17-FP-UUU-XXXX-MAP.pdf* 

"**Project Area**" is the general area where project activities will reduce wildfire risk and/or damage. All projects must have a project area. For planning or public education grants or other projects that don't have well-defined boundaries, provide a map that generally covers the area. For example, for a county-wide public education project, the map should identify the populated portion of the WUI in the county.

#### 7. Project Area Statistics:

For all projects, give an estimate of the project area size and include an estimate of the number of habitable structures impacted by the project. Provide the size of the treatment area for projects that include fuels treatment.



#### 8. SRA Fire Hazard Severity Zones (FHSZ):

What SRA Fire Hazard Severity Zones (FHSZ) are in the project area? SRA Fire Hazard Severity Zone ratings are available at: <a href="http://calfire.ca.gov/fire\_prevention/fire\_prevention\_wildland\_zones.php">http://calfire.ca.gov/fire\_prevention/fire\_prevention/wildland\_zones.php</a>

Please provide an approximate number of acres <u>or</u> percentage of the project area in each zone.



Acres Note: Total acres must be the same as Item 7 Project Area (Acres). Percent Note: Total % must be 100%

Tracking #: 17-FP-TUU-0015

#### 9. Limiting Factors:

Are there any existing forest or land management plans; Conservation Easements; Covenant, Conditions & Restrictions (CC&R's); matters related to zoning; use restrictions, or other factors that can or will limit the fire prevention proposed activity?

**If checked**, describe existing plan(s) and the limitations, if any, in the attached Scope of Work.

#### **10. Timber Harvest Plans:**

For fuel reduction projects, is there a timber harvesting document on any portion of the proposed project area for which a "Notice of Completion" has not been filed with CAL FIRE?

**If checked**, provide the THP identification number and describe the relationship to the project in the attached Scope of Work document.

Tł	HP ID Number:		
<b>11. Communities at Risk:</b> Is the project See <a href="http://osfm.fire.ca.gov/fireplan/firep&lt;/td&gt;&lt;td&gt;&lt;/td&gt;&lt;td&gt;s listed as a Community At I&lt;br&gt;⊠ Yes □ No&lt;/td&gt;&lt;td&gt;Risk?&lt;/td&gt;&lt;/tr&gt;&lt;tr&gt;&lt;th&gt;If yes, what is the name of the community(ies)? If none, enter " none".<="" th=""><th>Camp Nelson</th><th></th><th></th></a>	Camp Nelson		
	Number of Community(ies) at Risk:	1	
<b>12. Disadvantaged/Low Income Com</b> See <u>https://www.arb.ca.gov/cc/capandtrac</u>		<u> </u>	or Low Income Community? 🔀 No
If yes, select all that applies:	vantaged 🛛 🗌 Low Income	🗌 Both 🛛 🗌 Buffer	Zone
13. Describe how your proposal would a communities, homes, infrastructure, and			

	c locus on and benefits: (in	inited to space provided).

This project will reduce approximately 8,500 tons of fuel and stored carbon potential. It will also diminish the spread of fire from
wildland into the wildland urban interface, protecting 171 habitable residential structures and 130 residents.

#### 14. Project Budget:

What is the proposed budget? Please include a discussion of the project budget in the Scope of Work and enter the amount from the Project Budget workbook (.xls).

Amount
\$523,145.00
523,145

#### **15. Local Wildland Fire Risk Reduction Plans:**

Is the project in, consistent with, or build on a larger plan that deals with the risk and potential impact to habitable structures in the WUI covered by this project? If so, discuss in the Scope of Work. *Select all that apply.* 

🔀 CAL FIRE Unit Strategic Fire Plan	Homeowners' Association Plan	Fire Safe Council Action Plan
County Fire Department Strategic Fire Plan	Local Fire Department Plan	FIREWISE Community Assessment
Other Local Plan (Identify in Scope of Work)	🔀 Local Hazard Mitigation Plan	Community Wildfire Protection Plan
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#### 16. CEQA Compliance:

Describe how compliance with the California Environmental Quality Act (CEQA) will be achieved in the Scope of Work. Is there an existing (CEQA) document that addresses this project or can be used to meet CEQA requirements?

 Please indicate the CEQA document type:
 Other CEQA
 For planning, education and other projects that are exempt from CEQA, select "Not Applicable".

Document Identification Number

Number NEPA - 1950

#### 17. Application Submission:

<u>NOTE TO APPLICANT</u>: If you modify the language contained in any part of this document, other than to fill in the blanks, or to provide requested information, your application <u>will</u> be rejected.

Note: Replace XXXX in the file name with the project's ID Number.

Note: Replace UUU in the file name with the 3-letter identifier for the Unit where the project is located. Unit identifiers are listed in the instructions for this application form.

US Mail	Email	Attachments	File Name
$\boxtimes$	$\boxtimes$	Application Form (.pdf)	17-FP-TUU-0015-Application.pdf
$\boxtimes$	$\boxtimes$	Scope of Work	17-FP-TUU-0015-SOW.doc
$\boxtimes$	$\boxtimes$	Project Budget	17-FP-TUU-0015-Budget.xls
$\boxtimes$	$\boxtimes$	Project Map (.pdf)	17-FP-TUU-0015-MAP.pdf
		Articles of Incorporation (.pdf)	not required

I certify that the above and attached information is true and correct:

Original Signature Required: Gr	antee's Authorized Representative	_	Date Signed
Printed Name Jeff McLaughlin		] Title	Division Chief, Emergency S
Executed on: Jun 6, 2018	at Visalia		×
Date	City		
	Print Form		

Please fill out this form completely. Be sure to save a copy of this form for your records. Submit one (1) electronic copy in fillable PDF format with all supporting materials to <u>CALFIRE.Grants@fire.ca.gov</u>. Please use "Fire Prevention Program Project Application" in the E-mail subject line and include yourself as a cc. Your CC will be proof of your submittal. In addition, submit one (1) hard copy with signatures and all supporting materials to : **California Department of Forestry and Fire Protection**, **Attention: Grants Management Unit - Fire Prevention Program**, P.O. Box 944246, Sacramento, CA 94244-2460. Hard copy will need to be postmarked no later than <u>June 6, 2018</u>. Electronic copy must be submitted no later than <u>June 6, 2018 at 3:00 pm</u> PST. Applications postmarked after this date and time will be considered late.

If you would like to mail the hard copy via expedited/overnight mail, please E-mail <u>CALFIRE.Grants@fire.ca.gov</u> for the physical mailing address.

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Project Name: Camp Nelson Hazard Fuel and Tree Reduction Project



California Department of Forestry and Fire Protection (CAL FIRE) California Climate Investments Fire Prevention Grants Program Project Scope of Work



# Project Name: Camp Nelson Hazard Fuel and Tree Reduction Project

# Project Tracking Number: 17-FP-TUU-0015

**Project Description Summary:** Please provide a paragraph summarizing proposed project including the location, habitable structures, acres treated, etc.

The Camp Nelson Hazard Fuel and Tree Reduction Project is located adjacent to the communities of Camp Nelson, Cedar Slope, Alpine Village, Seguoia Crest, Ponderosa, Mountain Aire and Pierpoint in Tulare County. This project will focus on the modification of vegetation and the creation of a strategically located fuel break adjacent to Camp Nelson reducing the available fuel and thus increasing roadside safety, securing the vital ingress and egress route for residents evacuating from fast moving wildland fires, and reducing the spread of fire from the wildland into the wildland-urban interface. Nearly two-thirds of this proposed project is located in the Very High Fire Severity Zone with one-third of the project in the High Fire Severity Zone. This project will remove 425 acres of fuel from the upslope and downslope of the community of Camp Nelson, creating defensible space and slowing approaching wildland fires from impacting the community. The project will also have a minimum of two public chipper days that should have a positive effect on the community's defensible space. The fuel surrounding the community of Camp Nelson consists of heavy brush and indigenous conifers ranging from 3-24 DBH. The conifer stands located in the project area are all in a Tier 1 High Hazard Tree Mortality Zone. This project will be treated by chipping, piling, and burning.

# A. <u>Scope of Work</u>

This item is broken into project specific criteria depending on the type of project being proposed: planning, education or hazardous fuel reduction. Please <u>answer one section</u> <u>of questions</u> that pertain to the primary activity type for your project.

# Section 1: Hazardous Fuel Reduction/Removal of Dead or Dying Tree Projects

- 1. Describe the geographic scope of the project, including an estimate of the number of habitable structures and the names of the general communities that will benefit.
- 2. Describe the goals, objectives, and expected outcomes of the project.
- 3. Provide a clear rational for how the proposed project will reduce the risks associated with wildfire to habitable structures in the WUI.
- 4. Identify any additional assets at risk to wildfire that will benefit from the proposed project. These may include, but are not limited to, domestic and municipal water supplies, power lines, communication facilities and community centers.
- 5. Is the scale of the project appropriate to achieve the stated goals, objectives and outcomes discussed in Item 2 above?

6. How will the project/activity utilize the left over woody biomass? Will the project/activity use a biomass facility to reduce greater greenhouse gas emissions?

# **Section 2: Planning Projects**

- 1. Describe the geographic scope of the project, including the communities that will benefit, and an estimate of the number of structures within the project area.
- 2. Describe how the project will assess the risks to residents and structures in the WUI and prioritize projects to reduce this risk over time.
- 3. Does the proposed plan add or build upon previous wildfire prevention planning efforts in the general project area?
- 4. Identify a diverse group of key stakeholders, including local, state, and federal officials where appropriate, to collaborate with during the planning process. Discuss how the project proponent plans to engage with these targeted stakeholders.
- 5. Describe the pathways for community involvement that will be incorporated in the planning process.

# Section 3: Education

- 1. Describe the specific message of the education program and how it relates to reducing the risk of wildfire to owners of structures in the WUI.
- 2. Describe the target audience of the education program and how information will be distributed to this audience.
- 3. Will the education program raise the awareness of homeowner responsibilities of living in a fire prone environment?
- 4. Identify specific actions being advocated in the education material that is expected to increase the preparedness of residents and structures in the WUI for wildfire.
- 5. Describe the expected outcome of the education in terms of increased or changed public awareness about wildfire.

Answer only 1 set of questions from above, depending on your project; Fuel Reduction, Planning or Education.

### Section 1: Hazardous Fuel Reduction/Removal of Dead or Dying Tree Projects

- The geographical scope of this project is 425 acres located mid-slope in the Tule River drainage below the community of Camp Nelson. This project includes 171 habitable residential structures in the project area and approximately 530 habitable residential structures in the adjacent communities of Camp Nelson, Cedar Slope, Alpine Village, Sequoia Crest, Ponderosa, Mountain Aire and Pierpoint.
- 2. This project will focus on the modification of vegetation and the creation of a strategically located fuel break adjacent to Camp Nelson, reducing the available fuel, increasing roadside safety, securing the vital ingress and egress route for residents evacuating from fast moving wildland fires, and reducing the spread of fire from the wildland into the wildland-urban interface. Additionally, through strategic public outreach the goal is to enhance public knowledge of wildland fire safety, readiness, and to create public chipping days for a population of 1,750. In order to accomplish the objective of this project, it is proposed that Tulare County Fire Department's current ten person fuels crew physically remove or chip vegetation in the designated 425 acres of this proposed project. This will create defensible space and reduce fire intensity and spread from impacting the community of Camp Nelson. The expected outcome of the project includes the reduction of wildfire risk that could possibly impact 171 habitable residential structures within the Federal and Local Responsibility Areas, improve community wildfire awareness, and physically removing vegetation reducing fire intensity and greenhouse gases.
- 3. The community of Camp Nelson is located mid-slope in the Tule River drainage and in a very high fire severity zone and a Tier 1 High Hazard Tree Mortality Zone that is situated in the geographical position prone to extreme fire behavior and rapid fire growth. The location of the majority of the residences are in alignment with a normal diurnal mountain wind system. The geographic location of the structures, the proximity of the roadway, the dense vegetation, and the normal diurnal winds, combined with the intense devastation of tree mortality to the landscape, creates an environment that could result in explosive fire behavior and a catastrophic loss of life and property.

# Section 1: Hazardous Fuel Reduction/Removal of Dead or Dying Tree Projects

- 4. The Camp Nelson Hazard Fuel and Tree Reduction Project will directly benefit in the protection of several key assets and critical infrastructure that are at risk from wildland fires. These assets and infrastructure are 700,000 gallons of water through four mutual water companies, public utilities, and a safe area of refuge known as the Camp Nelson Meadow. If the water system was incapacitated during a wildfire, the ability for the defense of structures would be drastically reduced due to the remote location of the habitable residential structures located on in the community of Camp Nelson. In this case the nearest available water to mitigate an incident of any magnitude would be 25 miles away. The reflex time to keep an adequate water supply for structure defense if these water systems area out of service, would be inadequate for effective operations. If a wildfire was to impact Highway 190 and residents were unable to evacuate, this critical infrastructure would be key in the protection of structures and the movement of civilians. Additional critical infrastructure that would be threatened would be the Tobias Repeater utilized by Tulare County Fire, Tulare County Sheriff, U.S. Forest Service, Cal Fire and the Sequoia National Park.
- 5. The Camp Nelson Hazard Fuel and Tree Reduction Project is currently within the Tulare County Fire Department's ability and scope to complete with our current fuels crew. This work force is solely dedicated to fuels projects that focus on hazard tree removal and fuel reduction that impact evacuation routes. The county currently owns several chippers and has the ability to coordinate, complete, and organize all proposed work for this project for the following reasons: Past experience with completing similar projects, currently has the work force, has the majority of needed equipment and supplies, has the support from the community, has experience with estimating the size and scope of fuels projects, and has a great working relationship with Cal Fire and allied agencies. The above would be the County of Tulare's in-kind contribution to this project.
- 6. The Camp Nelson Hazard Fuel and Tree Reduction Project will utilize the left over woody BIO mass by chipping and removing excess, and assisting the community with drought tolerant wood chips for landscaping. Due to the distance (62 miles one way) from the project to the nearest biomass facility, this project will not utilize biomass as a means to remove fuel.

# B. <u>Relationship to Strategic Plans</u>

Does the proposed project support the goals and objectives of the California Strategic Fire Plan, the local CAL FIRE Unit Fire Plan, a Community Wildfire Protection Plan (CWPP), County Fire Plan, or other long term planning document?

The Camp Nelson Hazard Fuel and Tree Reduction Project supports the goals and objectives of the 2010 Tulare County Community Wildfire Protection Plan, the Sequoia Fire Safe Council, Local Hazard Mitigation Plan, and is supported by the Tulare County Resource Conservation District.

# C. <u>Degree of Risk</u>

- 1. Discuss the location of the project in relation to areas of moderate, high, or very high fire hazard severity zone as identified by the latest Fire and Resource Assessment Program maps. Fire hazard severity zone maps by county can be accessed at: http://www.fire.ca.gov/fire\_prevention/fire\_prevention\_wildland\_zones\_maps.php
- 2. Describe the geographic proximity of the project to structures at risk to damage from wildfire in the WUI.
  - Of the 425 acres, 184 acres (43%) of the Camp Nelson Hazard Fuel and Tree Reduction Project is located in a Very High Fire Hazard Severity Zone. The remainder of the project, 241 acres (57%), is located in the High Fire Severity Zone. Additionally, the entire project is located in a Tier 1 High Hazard Tree Mortality Zone surrounding a population of approximately 1,750 permanent residents.
  - 2. Camp Nelson Hazard Fuel and Tree Reduction Project surrounds the community of Camp Nelson and includes 171 habitable residential structures and a population of 430 permanent residents. Additionally, this project is located 16 miles from Cedar Slope, 11 miles from Alpine Village, 9 miles from Sequoia Crest, 21 miles from Ponderosa, 6 miles from Mountain Aire and less than 1 mile from Pierpoint for a combined population of 1,320. The location of the project, the proximity of the roadway, the dense vegetation, and the normal diurnal winds, combined with the intense devastation of tree mortality to the landscape, creates an environment that could result in explosive fire behavior and a catastrophic loss of life and property. The most recent fire in recorded history in this area was the Pier Fire which started on August 29, 2017 and burned 36,566 acres. The Pier Fire was the largest recorded fire in the history of Tulare County with overall suppression costs of \$54 million.

# D. <u>Community Support</u>

- 1. Does the project include any matching funds from other funding sources or any inkind contributions that are expected to extend the impact of the proposed project?
- 2. Describe plans for external communications during the life of the project to keep the effected community informed about the goals, objectives and progress of the project. Activities such as planned press releases, project signage, community meetings, and field tours are encouraged.
- 3. Describe any plans to maintain the project after the grant period has ended.
- 4. Does the proposed project work with other organizations or agencies to address fire hazard reduction at the landscape level?

- 1. This project does not include matching funds, however, the in-kind contribution includes the use of existing resources thus reducing the overall cost of the project. Those resources include several County owned chippers, saws, vehicles, hand tools, a current work force, and engaged community partnerships.
- 2. Information that would be provided to the public would include public outreach, project updates, and wildland fire readiness through a 4 step process:
  - i. Step 1- Notification- Notify the community through a press release and social media release of the awarded grant, attend town hall meetings, meet with allied agencies and stakeholders, and attend other community meetings to inform the community of the awarded grant.
  - ii. Step 2- Publicize- Internally produce road signs and place them in key locations around the project site and community, internally produce handouts that describe the project and inform the public of the funding source, provide a timeline for the project, provide the location, size, scope of the project, and provide information on all allied agencies that are involved.
  - iii. Field Tours- Provide guided field tours before, during, and after the project is completed with key stakeholders. Additionally, provide drone footage of the project that can be released to the public via social media that would give a guided tour for those unable to attend.
  - iv. Step3- Monitor- Provide the public monthly updates and continue to reevaluate the progress through comprehensive documentation by photography and drone footage.
- 3. The Camp Nelson Hazard Fuel and Tree Reduction Project can be maintained through a collaborative effort between U.S. Forest Service, Tulare County Fire, Sequoia Fire Safe Council and the Tulare County Resource Conservation District as all parties have a vested interest in the protection of structures and the watershed. Maintenance would include the continued monitoring of the project and upkeep as necessary.
- 4. The Camp Nelson Hazard Fuel and Tree Reduction Project will work collaboratively with Tulare County Fire, U.S. Forest Service, Tulare County Resource Management Agency, Tulare County Resource Conservation District, Sequoia Fire Safe Council, and Community members, to address fire hazard reduction at the landscape level. All agencies have jurisdictional boundaries in close proximity to the project.

# E. <u>Project Implementation</u>

- 1. Discuss the anticipated timeline for the project. Make sure to take seasonal restrictions into account.
- 2. Verify the expected timeframes to complete the project will fall under the

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March 15, 2022 deadline.

- 3. Describe the milestones that will be used to measure the progress of the project.
- 4. Describe measurable outcomes (i.e. project deliverables) that will be used to measure the project's success.
- 5. If applicable, how will the requirements of the California Environmental Quality Act (CEQA) be met?
  - 1. It is anticipated that the Camp Nelson Hazard Fuel and Tree Reduction Project will start on May 3, 2021 and end approximately on November 30, 2021. This estimate is based on 425 treated acres with a work force of 10 personnel working four ten hour days per week for a total of 212 days resulting in an estimated 2 acres per day being treated. Due to the elevation of the project, it is anticipated that seasonal restrictions should not be an issue with the anticipated timeline.
  - 2. All work on this project will meet the expected March 15, 2022 deadline.
  - 3. The milestones used to measure the progress of the project will be determined by several predetermined decision points, that can provide information on production rates, effectiveness, safety, and public outreach. These decision points will be identified on the project map and will result in be a collaborative discussion between the command staff and finance staff of Tulare County Fire Department, allied agencies, and key community stakeholders.
  - 4. The measurable outcomes will be based on the following anticipated goals: effective public outreach, effective community involvement, adequate equipment, allied agency satisfaction, and production rates.
  - NEPA has been completed by the U.S. Forest Service and a decision memo has been approved meeting all standards of NEPA for the Western Divide District.

# F. <u>Administration</u>

- Describe any previous experience the project proponent has with similar projects. Include a list of recent past projects the proponent has successfully completed if applicable. Project proponents having no previous experience with similar projects should discuss any past experiences that may help show a capacity to successfully complete the project being proposed. This may include partnering with a more experienced organization that can provide project support.
- 2. Identify who will be responsible for tracking project expenses and maintaining project records in a manner that allows for a full audit trail of any awarded grant funds.

1. The Tulare County Fire Department has completed 3 tree mortality projects within the past year and is currently undertaking its fourth project. These projects have treated over 2,000 dead or dying trees on State and Federal lands. This has provided Tulare County Fire with the ability to complete proposed work, experience in the financial reimbursement process, and given valuable needed experience in forecasting and planning fuels reduction projects. Tulare County Fire has the full capacity to complete this project with its current work force. Additionally, Tulare County Fire has successfully received over \$500,000 in Local Area Tree Mortality money and is anticipated to spend 2.2 million dollars in approved tree mortality projects over the next two years.

# **Completed projects**

Tree Mortality Balch Park Project Tree Mortality Posey Project Tree Mortality Eshom Project

### **Current Projects**

Local Area Tree Mortality project Parker Pass

2. As stated previously, the Tulare County Fire Department and the County of Tulare is experienced with cost tracking, reimbursement, and record keeping on past fuel reduction projects as well as disaster recovery. The current and proposed process for capturing costs, tracking expenses, and maintaining records is a bi-weekly reconciliation of all equipment expenditures, personnel costs, supply costs, and consumable costs. These figures are reviewed by the supervising Battalion Chief, Operations Division Chief, and Administrative Service Officer in comparison to the weekly projected cost or proposed cost per acre of the project. This allows for financial forecasting and the management of all records and retention for 5 years.

# G. <u>Budget</u>

A detailed project budget should be provided in an Excel spreadsheet attached to this grant application. The space provided here is to allow for a narrative description to further explain the proposed budget.

- 1. Explain how the grant funds, if awarded, will be spent to support the goals and objectives of the project. If equipment grant funds are requested, explain how the equipment will be utilized and maintained beyond the life of the grant.
- 2. Are the costs for each proposed activity reasonable for the geographic area where they are to be performed? Identify any costs that are higher than usual and explain any special circumstances within the project that makes these increased costs necessary to achieve the goals and objectives of the project.
- 3. Is the total project cost appropriate for the size, scope, and anticipated benefit of the project?

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- 4. Identify all Indirect Costs and describe why they are necessary for a successful project implementation. Administrative expenses to be paid by the Fire Prevention Grants must be less than 12% of the total grant request (excluding equipment).
- 5. Explain each object category in detail and how that would support meeting the grant objectives.
  - 1. If awarded, grant funds will be spent on salaries and benefits (77%), mileage (6%), supplies (11%), public outreach (less than 1%), and indirect costs of 11%.
  - It is believed this project is within reason as \$404,920 of the requested \$523,145 (nearly 80% of the money) is for salaries and benefits.
  - 3. The project is appropriate for the size, scope, and anticipated benefit. The cost of the project is estimated at \$523,145 and could possibly save homeowners, Tulare County Fire, and the U.S. Forest Service millions of dollars in preventing the loss of structures.
  - 4. The indirect cost related to the Camp Nelson Hazard Fuel and Tree Reduction Project includes the recovery of the administrative cost to administer the grant, produce maps, produce Incident Action Plans, facilitate personnel and staffing, track costs, accounts payable process, worker's compensation process, payroll process, human resources procurement, risk management assessment, maintain records, provide public outreach, and submit reimbursements. The total projected indirect cost is 11% of the overall project cost for a total of \$51,843.

5. It is proposed that the Camp Nelson Hazard Fuel and Tree Reduction Project will cost \$523,145 dollars. Of that total cost, it is estimated that \$360,400 will be spent on labor and \$44,520 will be spent on employee benefits for the Tulare County Fire Department 10 person fuels crew. The project is proposed to take 212 days from start to finish at \$1,700 a day for labor and \$210 a day for employee benefits. Along with the above mentioned costs, it is estimated that the fuels crew will drive an estimated 270 miles round trip per day. The estimated mileage cost is projected at \$31,482 dollars. Additionally, miscellaneous consumable supplies of bar oil, fuel mix, paint, flagging, and additional consumable items are also budgeted for a total of \$6,600. Small tools on the Camp Nelson project will consist of chainsaw chain, files (for tools and saws), pulaskis, mcleods, shovels, rakes and brooms, chaps and other miscellaneous tools for clearing brush for a total of \$9,000. The project has also budgeted personal protective equipment for each fuels crew member at \$1,000 per employee totaling \$10,000. That includes 2 pairs of gloves, 2 pairs of pants, 1 brush coat, 1 pair of goggles, and safety glasses. Additional supplies include the purchase of 4 Stihl 461 chainsaws for \$4,500 to clear brush, remove ladder fuels and remove trees. The project will consist of public outreach through traditional media, road signs, social media, drone footage, and pamphlets. It is anticipated this will cost \$4,500. Lastly to recover the administrative cost to administer the grant, produce maps, produce incident action plans, facilitate personnel and staffing, track costs, maintain records, and submit reimbursement, an indirect cost of 11% for a total of \$51.843 was calculated.

# H. <u>California Climate Investments</u>

The space provided here is to allow for a narrative description to further explain how the project/activity will reduce Greenhouse Gas emissions.

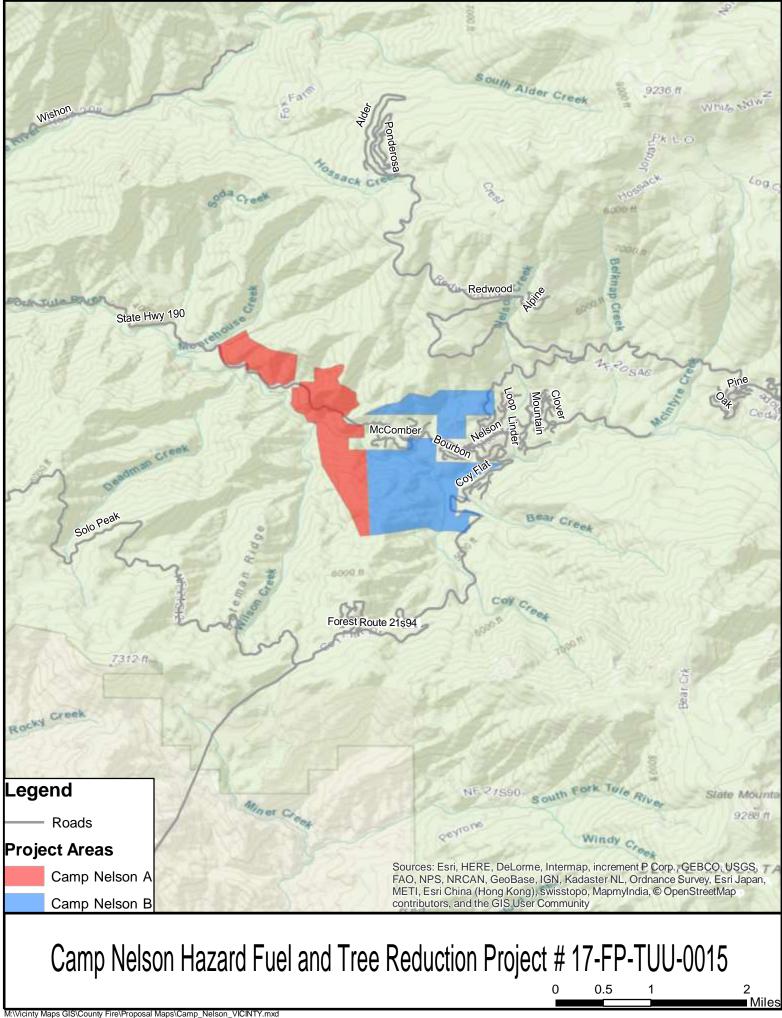
- 1. How will the project/activity reduce Greenhouse Gas emissions?
- 2. Is the project located in a Low-Income or Disadvantaged Community? If not, does the project benefit those communities. Please explain.
- 3. What are the expected co-benefits of the project/activity (i.e. environmental, public health and safety, and climate resiliency)?
- 4. When are the Greenhouse Gas emissions and/or co-benefits expected to occur and how will they be maintained?

- 1. The Camp Nelson Hazard Fuel and Tree Reduction Project will reduce the amount of available fuel consumed by wildfire. The reduction of fuel will ultimately reduce the probability of fire occurrence and size, thus reducing the carbon within the treated area if a fire were to occur. This in turn would reduce the available stored carbon potential. The project is proposed to reduce an estimated 8,500 tons of fuel, drastically reducing greenhouse emissions. Along with the reduction of stored carbon, this project will reduce the potential for a wildland fire to spread into the wildland-urban interface, resulting in reduction of numerous other greenhouse gases that could be released into the atmosphere from structures, outbuildings, and vehicles impacted by fire.
- 2. This Camp Nelson Hazard Fuel and Tree Reduction Project is not located in an area classified as low income or disadvantaged.
- 3. Tulare County is ranked third in the U.S. for the poorest air quality by the American Lung Association. This project has a great potential to reduce greenhouse gases and stored carbon. This project will have a positive outcome in relation to air quality and PM 10 particulates thus improving the environment. Additional co-benefits from the Camp Nelson Hazard Fuel and Tree Reduction Project are the improvement of roadside safety, reducing the threat to the wildland-urban interface, increasing wildland fire readiness and preparedness in the community, improved defensible space through public chipper days, the reduction of stored carbon and improved air quality, improving the community's outlook and making the community more fire wise, and improving the resiliency of the eco system. While all the above listed benefits of this project are a drastic improvement, the largest benefit to the 171 habitable residential structures within the project area, is the removal of dead and dying trees. The conifer stands located in the project area are all in a Tier 1 High Hazard Tree Mortality Zone.
- 4. It is expected that the Camp Nelson Hazard Fuel and Tree Reduction Project will provide immediate benefits within the first few weeks by improving roadside safety, defensible space, the reduction of stored carbon, and improving the community's wildland fire preparedness. The long term benefits and co-benefits can be maintained as necessary by Tulare County, U.S. Forest Service, Sequoia Fire Safe Council, Tulare County Resource Conservation District, or a combination of all as necessary.

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Project Budget

Budget Category	Item Description		Cost Basi	S		С	ost Shaı (%)	re			Fu	nding Source (\$)				Total (\$)
.,		Quantity	Units	C	ost/Unit	Grant	Grantee	Partner		Grant		Grantee		Partner(s)		
. Salaries <u>a</u>																
10	0 Person Fuels Crew	212	Days	\$	1,700	100%	0%	0%	\$	360,400	\$		\$	-	\$	360,40
		0	Days	\$	-	0%	0%	0%	\$	-	\$	-	\$	-	\$	-
		0	Hours	\$	-	0%	0%	0%	\$	-	\$	-	\$	-	\$	-
		0	Days	\$	-	0%	0%	0%	\$	-	\$	-	\$	-	\$	-
		0	Hours	\$	-	0%	0%	0%	\$	-	\$	-	\$	-	\$	-
		0	Hours	\$	-	0%	0%	0%	\$	-	\$	-	\$	-	\$	-
		0	Hours	\$ \$	-	0% 0%	0% 0%	0% 0%	\$ \$	-	\$ \$	-	\$ \$	-	\$	-
	Sub-Total Salaries and Wages:	0	Hours	Ş		0%	0%	0%	\$ \$	- 360,400	ې \$	-	\$ \$	-	\$ \$	- 360,40
. Employee									Ş	300,400	Ş		Ş		Ş	300,40
	0 Person Fuels Crew	212	Days	\$	210	100%	0%	0%	\$	44,520	\$	-	\$	-	\$	44,52
		0	Days	\$	-	0%	0%	0%	\$	-	\$	-	\$	-	\$	
		0	Hours	\$	-	0%	0%	0%	\$	-	\$	-	\$	-	\$	-
		0	Days	\$	-	0%	0%	0%	\$	-	\$	-	\$	-	\$	-
		0	Hours	\$	-	0%	0%	0%	\$	-	\$	-	\$	-	\$	-
		0	Hours	\$	-	0%	0%	0%	\$	-	\$	-	\$	-	\$	-
		0	Hours	\$	-	0%	0%	0%	\$	-	\$	-	\$	-	\$	-
		0	Hours	\$	-	0%	0%	0%	\$	-	\$	-	\$	-	\$	-
	Sub-Total Employee Benefits:								\$	44,520	\$	-	\$	-	\$	44,52
. Contractu	al															
		0	Report	\$	-	0%	0%	0%	\$	-	\$	-	\$	-	\$	-
		0	Days	\$	-	0%	0%	0%	\$	-	\$	-	\$	-	\$	-
		0	Each	\$	-	0%	0%	0%	\$	-	\$	-	\$	-	\$	-
		0	Acres	\$	-	0%	0%	0%	\$	-	\$	-	\$	-	\$	-
		0	Miles	\$	-	0%	0%	0%	\$	-	\$	-	\$	-	\$	-
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# Attachment "G"

Grant Agreement-5GG17235

Silver City Hazard Fuel and Tree Reduction Project



DEPARTMENT OF FORESTRY AND FIRE PROTECTION

P.O. Box 944246 SACRAMENTO, CA 94244-2460 (916) 653-7772 Website: www.fire.ca.gov



October 3, 2018

Jeff McLaughlin Tulare County Fire Department 835 S. Akers St. Visalia, CA 93277

#### 5GG17235; Silver City Hazard Fuel and Tree Reduction Project

This agreement cannot be considered binding on either party until approved by appropriate authorized CAL FIRE designee. No services should be provided prior to approval, as the State is not obligated to make any payments on any Agreement prior to final approval. FAILURE TO RETURN ALL DOCUMENTS BY DATE BELOW MAY RESULT IN LOSS OF FUNDING.

Please contact David Shy at (559) 732-5954 if you have questions concerning services to be performed. Please contact Bobby Nguyen at (916) 651-6620 if you have any administrative questions or concerns.

- 1. X Full grant agreement including terms and conditions, addendum, grant application form, scope of work, budget, and map enclosed. Print (single sided) and return three (3) sets of agreements with original signatures in blue ink. In addition, please return the attachment(s) below, as applicable to your organization, to be received by CAL FIRE no later than **November 30, 2018**.
  - Attachment 5 Std. 204 Payee Data Record http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf
  - Attachment 7 Board Resolution or Attesting Document granting authority to sign (non-profit and local entity applicants)

Return all originals and requested documents for further processing to: Department of Forestry and Fire Protection Attention: GMU/CCI FP P.O. Box 944246 Sacramento, CA 94244-2460

2. Enclosed for your record is one fully executed copy of the agreement referenced above. When billing for services performed under this agreement, your invoices must reference the agreement number above and be submitted to the contract manager.

Thank you,

Bobby Nguyen Grants Analyst Grants Management Unit

Enclosures CC: Virginia Hernandez David Shy Stella Chan

#### State of California Dept. of Forestry and Fire Protection (CAL FIRE) State Fire Marshal's Office GRANT AGREEMENT

APPLICANT:	Tulare County Fire Department
PROJECT TITLE:	Silver City Hazard Fuel and Tree Reduction Project

GRANT AGREEMENT: 5GG17235

PROJECT PERFORMANCE PERIOD IS from Upon Approval through August 31, 2020.

Under the terms and conditions of this Grant Agreement, the applicant agrees to complete the project as described in the project description, and the State of California, acting through the Dept. of Forestry & Fire Protection, agrees to fund the project up the total state grant amount indicated.

**PROJECT DESCRIPTION:** Project will focus on the modification of vegetation adjacent to the community of Silver City, reducing the available fuel, increasing roadside safety, securing the vital ingress and egress route for residents evacuating from fast moving wildland fires, and reducing the spread of fire from the wildland into the wildland-urban interface.

Total State Grant not to exceed \$

200,019.00

(or project costs, whichever is less)

STATE OF CALIFORNIA

\*The Special and General Provisions attached are made a part of and incorporated into this Grant Agreement.

e Department		DEPARTMENT OF FORESTRY AND FIRE PROTECTION						
nt								
Representative	Ву							
	Title: De	nnis Mathisen, State F	ire Marshal					
	Date							
		DING						
AMOUNT OF ESTIMATE GRANT AGREEMENT NUM FUNDING \$200,019.00 5GG17235			FUND Greenhouse Gas Reduction Fund					
APPROPRIATION Greenhouse Gas Re	eduction Fund	duction Fund						
FUNCTION Greenhouse Gas	s Reduction F	und						
ALLOTMENT			FISCAL YEAR <b>17/18</b>					
INDEX OBJ. EXPEN D	PCA	PROJECT/WO	 RK PHASE					
9212 418	91015	VENDOR#	831108-00					
	Tepresentative  CERTIFIC GRANT AGREEMENT NI  GGG17235  APPROPRIATION  Greenhouse Gas R  FUNCTION  Greenhouse Gas LINE ITEM ALLOTMENT 3540-001-3228 INDEX OBJ. EXPEN D	nt  Title: De  Date  CERTIFICATION OF FUNE  GRANT AGREEMENT NUMBER  5GG17235  APPROPRIATION  Greenhouse Gas Reduction Fund  FUNCTION  Greenhouse Gas Reduction F  LINE ITEM ALLOTMENT 3540-001-3228 INDEX OBJ. EXPEN D PCA EXPEN D PCA	Department     DEPARTMENT OF F AND FIRE PROTE       nt     By       Itepresentative     Title: Dennis Mathisen, State F       Date     Date       CERTIFICATION OF FUNDING       GRANT AGREEMENT NUMBER     FUND       5GG17235     Greenhouse Gas Reduction Fund       APPROPRIATION     Greenhouse Gas Reduction Fund       FUNCTION     CHAPTER     STATUTE       ALLOTMENT     14, 249     2017       INDEX     OBJ. EXPEN     PCA     PROJECT/WO					

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.

### TERMS AND CONDITIONS OF GRANT AGREEMENT

# I. RECITALS

- 1. This Agreement, is entered into between the State of California, by and through the California Department of Forestry and Fire Protection (CAL FIRE), hereinafter referred to as "STATE" and Tulare County Fire Department, hereinafter referred to as "GRANTEE".
- The STATE herby grants to GRANTEE a sum (hereinafter referred to as "GRANT FUNDS") not to exceed Two Hundred Thousand Nineteen Dollars (\$200,019.00).
- 3. In addition to the terms and conditions of this Agreement, the STATE and GRANTEE agree that the terms and conditions contained in the documents set forth below are hereby incorporated and made part of this agreement.
  - a. Department of Forestry and Fire Protection (CAL FIRE) Fire Prevention Grant Program Procedural Guide 2017-2018
  - b. The submitted Application, Scope of Work, Budget Detail, GHG Emissions Reduction Methodology and Exhibits
  - c. Addendum for Greenhouse Gas Reduction Fund (GGRF) Grant Projects

# II. SPECIAL PROVISIONS

- 1. Recipients of GRANT FUNDS pursuant to Chapter 249, Statutes of 2017 shall abide by the provisions in this Agreement. This includes the requirement that work shall not commence prior to the execution of this Agreement by both parties. Any work started prior to the execution of this Agreement will not be eligible for funding under the terms of this Agreement.
- 2. As precedent to the State's obligation to provide funding, GRANTEE shall provide to the STATE for review and approval a detailed budget, specifications, and project description. Approval by the STATE of such plans and specifications, or any other approvals provided for in this Agreement, shall be for scope and quality of work, and shall not relieve GRANTEE of the obligation to carry out any other obligations required by this Agreement, in accordance with applicable law or any other standards ordinarily applied to such work or activity.
- 3. All informational products (e.g., data, studies, findings, management plans, manuals, photos, etc.) relating to California's natural environment produced with the use of GRANT FUNDS shall be available for public use.

## III. GENERAL PROVISIONS

### 1. Definitions

- a. The term "Agreement" means grant agreement number **5GG17235**.
- b. The term "GRANT FUNDS" means the money provided by the STATE to the GRANTEE in this Agreement.
- c. The term "GRANTEE" means an applicant who has a signed Agreement for the award for GRANT FUNDS.
- d. The term "Other Sources of Funds" means all matching fund sources that are required or used to complete the Project beyond the GRANT FUNDS provided by this Agreement.
- e. The term "STATE" means the State of California, Department of Forestry and Fire Protection (CAL FIRE).
- f. The term "Project" means the development or other activity described in the "Project Scope of Work".
- g. The term "Project Budget Detail" as used herein defines the approved budget plan.
- h. The term "Project Scope of Work" as used herein means the individual scope of work describing in detail the approved tasks.

### 2. Project Representatives

The project representatives during the term of the agreement will be:

STATE: CAL FIRE	GRANTEE: Tulare County Fire Department
Section/Unit: TUU - Tulare Unit	Section/Unit:
Attention: David Shy	Attention: Jeff McLaughlin
Mailing Address:	Mailing Address:
1968 South Lovers Lane	835 S. Akers St.
Visalia, CA 93292	Visalia, CA 93277
Phone Number: (559) 732-5954	Phone Number: 559-802-9800
Email Address: David.Shy@fire.ca.gov	Email Address: JEMcLaughlin@co.tulare.ca.us

Changes to the project representatives during the term of the agreement shall be made in writing. Notice shall be sent to the above representative for all notice provisions of this Agreement.

- 3. Project Execution
  - a. Subject to the availability of grant monies, the STATE hereby grants to the GRANTEE a sum of money (GRANT FUNDS) not to exceed the amount stated on Section I. RECITALS, Paragraph 2 in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of the Project in this Agreement and its attachments and under the terms and conditions set forth in this Agreement.
  - b. GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the Project. Any amendment to the Project as set forth in the Application on file with the STATE must be submitted to the STATE for approval in writing. No amendment is allowed until written approval is given by the STATE.
  - c. GRANTEE shall complete the Project in accordance with the time of Project performance set forth in this Agreement, unless an amendment has been approved and signed by the STATE under the terms and conditions of this Agreement. Amendments must be requested in advance and will be considered in the event of circumstances beyond the control of the GRANTEE, but in no event less than 90 days from the Agreement expiration date and in no event less than 60 days before the effective date of the amendment. Approval of amendment is at the STATE's discretion.
  - d. GRANTEE certifies that the Project Scope of Work complies with all local, State, and federal laws and regulations.
  - e. GRANTEE shall comply with the California Environmental Quality Act (CEQA) (Public Resources Code, Section 21000, et. seq. Title 14, California Code of Regulations, Section 15000 et. seq.) and all other local, State, and federal environmental laws. A copy of the certified CEQA document must be provided to STATE before any GRANT FUNDS are made available for any Project activity that could directly impact the environment (e.g. cutting, piling or burning bush, masticating, dozer work, etc.). CEQA compliance shall be completed within 18 months from start date of the Agreement. The start date is considered the date the last party signs the Agreement. GRANT FUNDS will be made available in advance of CEQA compliance for project activities that do not have the potential to cause a direct environmental impact (e.g. project planning, locating and

marking property or project boundaries, contacting and signing up landowners, etc.).

- f. GRANTEE shall permit periodic site visits by representative(s) of the STATE to ensure program compliance and that work is in accordance with the approved Project Scope of Work, including a final inspection upon Project completion.
- g. GRANTEE, and the agents and employees of GRANTEE, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents, of the STATE.
- 4. Project Costs and Payment Documentation
  - a. Payment by the STATE shall be made after receipt of an acceptable invoice and approval by a duly authorized representative of the STATE. GRANTEE shall submit an invoice for payment to the CAL FIRE Project Representative of the STATE. A final invoice shall be submitted no later than 30 days after completion, expiration, or termination of this Agreement.
  - b. For services satisfactorily rendered, and upon receipt and approval of invoices for payment, the STATE agrees to compensate GRANTEE for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto, as Attachment 3 Final Project Budget, and made a part of this Agreement.
  - c. Equipment purchased using GRANT FUNDS, wholly or in part, must be used by the GRANTEE for the project which it was acquired. STATE retains a vested interest in the equipment for the useful life of the equipment, even after completion of the grant. GRANTEE shall provide written disposition of the equipment upon completion of the grant and upon any changes to the disposition of the equipment. Such disposition must be approved in advance by STATE. Equipment purchased using GRANT FUNDS cannot be used as collateral, financed, or sold without prior written approval from the STATE.
  - d. GRANTEE shall submit, in arrears, not more frequently than once a month, and no less than quarterly, an invoice to the STATE for costs paid by GRANTEE pursuant to this Agreement. Each invoice shall contain the following information: the Agreement number, the dates or time period during which the invoiced costs were incurred, expenditures for the current invoice and cumulative expenditures to date by major budget category (e.g., salaries, benefits, supplies, etc.), appropriate supporting documentation, project progress reports, and the signature of an authorized representative of GRANTEE as detailed in the Invoice

Guidelines of the Procedural Guide for the CAL FIRE Fire Prevention Grant Program.

- e. GRANT FUNDS in this Agreement have a limited period in which they must be expended. All GRANTEE expenditures must occur prior to the end of the Project performance period of this Agreement.
- f. Except as otherwise provided herein, GRANTEE shall expend GRANT FUNDS in the manner described in the Project Budget Detail approved by the STATE. The dollar amount of an item in the Project Budget Detail may be increased or decreased by up to ten percent (10%) of the budget item through reallocation of funds from another item or items, without approval by the STATE; however, GRANTEE shall notify the STATE in writing in project progress reports when any such reallocation is made, and shall identify both the item(s) being increased and those being decreased. Any increase or decrease of an item of more than ten percent (10%) of the budget item must be approved in writing by the STATE before any such increase or decrease is made. A formal approved amendment is required to increase the total amount of GRANT FUNDS.
- g. GRANTEE shall promptly submit any and all records at the time and in the form as the STATE may request.
- h. GRANTEE shall submit each invoice for payment to:

California Department of Forestry & Fire Protection Attention: David Shy 1968 South Lovers Lane Visalia, CA 93292

- i. Notwithstanding any of the provisions stated within this Agreement, the STATE may at its discretion make advance payment from the grant awarded to the GRANTEE if GRANTEE is a nonprofit organization, a local agency, a special district, a private forest landowner or a Native American tribe. Advance payment made by the STATE shall be subject to the following provisions.
  - GRANTEE shall submit a written request identifying how funds will be used over a six-month period. The written request must be accompanied by an invoice that contains the same level of detail as a regular invoice.
  - GRANTEE shall file an accountability report with STATE four months from the date of receiving the funds and every four months thereafter.

- Multiple advance payments may be made to a GRANTEE over the life of a project.
- No single advance payment shall exceed 25% of the total grant amount and must be spent on eligible costs within six months of the advance payment request. GRANTEE may request additional time to spend advance funds but must be approved in writing by the STATE. The balance of unspent advance payment funds not liquidated within the six-month spending period will be billed for the return of advanced funds to the STATE.
- All work under a previous advance payment must be fully liquidated via an invoice and supporting documentation and completed to the STATE's satisfaction before another advance payment will be made.
- Any advance payment received by a GRANTEE and not used for project eligible costs shall be returned to CAL FIRE. The amount will be returned to the grant balance.
- Advance payments must be deposited into an interest-bearing account. Any interest earned on advance payment funds must be accounted for and used toward offsetting the project cost or returned to the STATE.
- 5. Budget Contingency Clause
  - a. If STATE funding for any fiscal year is reduced or deleted for purposes of the California Climate Investment Fire Prevention Program, the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or if possible and desirable, offer an Agreement amendment to GRANTEE to reflect the reduced amount available for the Project.
- 6. Project Administration
  - a. GRANTEE shall provide the STATE a written report showing total final Project expenditures and matching funds upon Project completion or grant expiration, whichever occurs first. GRANTEE must report to the STATE all sources of other funds for the Project. If this provision is deemed to be violated, the STATE will request an audit of GRANTEE and can delay the disbursement of funds until the matter is resolved.
  - b. GRANTEE shall promptly submit written Project reports as the STATE may request throughout the term of this Agreement.
  - c. GRANTEE shall submit a final accomplishment report, final invoice with associated supporting documentation, and copies of materials developed

using GRANT FUNDS, including but not limited to plans, educational materials, etc. within 30 days of Project completion.

- 7. Financial Records
  - a. GRANTEE shall retain all records described in Section 7(c) below for three (3) years after final payment by the STATE. In the case an audit occurs, all such records shall be retained for one (1) year from the date is audit is completed or the three (3) years, whichever date is later.
  - b. GRANTEE shall maintain satisfactory financial accounts, documents, and records for the Project and make them available to the STATE for review during reasonable times. This includes the right to inspect and make copies of any books, records, or reports of GRANTEE pertaining to this Agreement or matters related thereto.
  - c. GRANTEE shall keep such records as the STATE shall prescribe, including, but not limited to, records which fully disclose (a) the disposition of the proceeds of state funding assistance, (b) the total cost of the Project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the Project cost supplied by other sources, and (d) any other such records as will facilitate an effective audit. All records shall be made available to the STATE, other State of California agency, or other entity as determined by the State of California for auditing purposes at reasonable times.
  - d. GRANTEE shall use any generally accepted accounting system.
- 8. Project Termination
  - a. This Agreement may be terminated by the STATE or GRANTEE upon 30days written notice to the other party.
  - b. If either party terminates the Agreement prior to the completion of the Project, GRANTEE shall take all reasonable measures to prevent further costs to the STATE under the Agreement and the STATE shall be responsible for any reasonable and non-cancelable obligations incurred by GRANTEE in the performance of this Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.
  - c. Failure by GRANTEE to comply with the terms of this Agreement may be cause for suspension of all obligations of the STATE hereunder at the discretion of the STATE.

- d. Failure of GRANTEE to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of the STATE hereunder if in the judgment of the STATE such failure was due to no fault of GRANTEE. At the discretion of the STATE, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
- e. Final payment to GRANTEE may not be made until the STATE determines the Project conforms substantially to this Agreement.
- 9. Hold Harmless
  - a. GRANTEE shall defend, indemnify and hold the STATE, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of GRANTEE, its officers, agents, or employees. The duty of GRANTEE to indemnify and hold harmless includes the duty to defend as set forth in Civil Code Section 2778. This Agreement supersedes GRANTEE's right as a public entity to indemnity (see Government Code Section 895.2) and contribution (see Government Code Section 895.6) as set forth in Government Code Section 895.4.
  - b. GRANTEE waives any and all rights to any type of express or implied indemnity or right of contribution from the STATE, its officers, agents, or employees for any liability resulting from, growing out of, or in any way connected with or incident to this Agreement.
  - c. Nothing in this Agreement is intended to create in the public or in any member of it rights as a third-party beneficiary under this Agreement.
- 10. Tort Claims

### FEDERAL:

The United States shall be liable, to the extent allowed by the Federal Tort Claims Act 28 United States Code 2671-2680, for claims of personal injuries or property damage resulting from the negligent or wrongful act or omission of any employee of the United States while acting within the scope of his or her employment, arising out of this Agreement.

### STATE:

The State of California shall be liable, to the extent allowed by law and subject to California Government Code, Title 1, Division 3.6, providing for the filing of tort claims against the State of California, for personal injuries or property damage resulting from the negligent or wrongful act or omission of State of California employees while acting within the scope of his or her employment, arising out of this Agreement.

#### 11. Nondiscrimination

The State of California prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, sex, marital 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 program. GRANTEE shall not discriminate against any person on any of these bases.

#### 12. Incorporation

The grant guidelines and the Project Scope of Work, Project Budget Detail and any subsequent amendments or modifications to the Project Scope of Work and Project Budget Detail approved in writing by the STATE are hereby incorporated by reference into this Agreement as though set forth in full in this Agreement.

#### 13. Severability

If any provision of this Agreement or the Project Scope of Work thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

#### 14. Waiver

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

#### 15. Assignment

This Agreement is not assignable by GRANTEE either in whole or in part.

ADDENDUM – CALIFORNIA CLIMATE INVESTMENTS (CCI) GRANT PROJECTS

# I. SPECIAL PROVISIONS

- 1. Grant funds shall be used on projects with the primary goal of reducing greenhouse gases (GHGs) and furthering the purposes of California's Global Warming Solutions Act of 2006, Division 25.5 (commencing with Section 38500) of the Health and Safety Code, and related statutes.
- 2. Grant funds shall be used on projects limited to specific activities as described in CCI Grants Procedural Guides.
- 3. Greenhouse gas emissions must be calculated using the CARB Greenhouse Gas Quantification Methodology applicable to the grant program (<u>https://ww2.arb.ca.gov/resources/documents/cci-quantification-benefits-and-reporting-materials</u>).
- 4. Grantee shall report project and benefits information when requested by the State. This may include, but is not limited to, funding expended, acres treated, GHG emissions, trees planted, disadvantaged community benefits, energy/water savings, job creation, and other co-benefits.
- 5. Grantee shall maintain accurate and detailed records documenting project description, project location, and schedule, CCI dollars allocated, and leveraged funds throughout the duration of the project.
- 6. Failure of Grantee to meet the agreed upon terms of achieving required GHG reduction may result in project termination and recovery of funds.

# II. MONITORING AND REPORTING REQUIREMENTS

All funds expended through CCI are subject to emissions reporting and requirements. Grantee is expected to provide the appropriate materials for completing program quantification methodology. Grantee shall use the current reporting template provided by the STATE. The reporting shall be submitted to the STATE no less frequently than quarterly. In addition, STATE may request additional information in order to meet current CARB reporting requirements. The requirements are available on the CARB CCI Quantification, Benefits and Reporting Materials webpage:

https://ww2.arb.ca.gov/resources/documents/cci-quantification-benefits-and-reportingmaterials.

# III. PROGRAM ACKNOWLEDGEMENT/RECOGNITION

 All projects funded both fully and partially by the GGRF must clearly display, identify and label themselves as being part of the "California Climate Investments" program. The acknowledgement must contain the California Climate Investments and CAL FIRE logos as well as the following statement:

*"Funding for this project provided by the California Department of Forestry and Fire Protection as part of the California Climate Investments Program."* 

A draft of the acknowledgement must be approved by the STATE prior to publication. For stationary projects, acknowledgement may include, but is not limited to, a sign on the project site. For other project types, such as vehicles, equipment, and consumer-based incentives, acknowledgement is encouraged by using a decal, sticker or other signage.

Guidance on California Climate Investments logo usage, signage guidelines, and high-resolution files are contained in a style guide available at: <a href="http://www.caclimateinvestments.ca.gov/logo-graphics-request">www.caclimateinvestments.ca.gov/logo-graphics-request</a>.

2. In addition, all projects funded both fully and partially by GGRF must contain the following statement in public announcements or press releases on said projects:

"The Silver City Hazard Fuel and Tree Reduction Project is part of California Climate Investments, a statewide program that puts billions of Cap-and-Trade dollars to work reducing GHG emissions, strengthening the economy, and improving public health and the environment– particularly in disadvantaged communities. The Cap-and-Trade program also creates a financial incentive for industries to invest in clean technologies and develop innovative ways to reduce pollution. California Climate Investments projects include affordable housing, renewable energy, public transportation, zero-emission vehicles, environmental restoration, more sustainable agriculture, recycling, and much more. At least 35 percent of these investments are located within and benefiting residents of disadvantaged communities, low-income communities, and low-income households across California. For more information, visit the California Climate Investments website at: www.caclimateinvestments.ca.gov."



# California Department of Forestry and Fire Protection (CAL FIRE) **California Climate Investment Fire Prevention Program Grant Application** Fiscal Year 2017-18 Funding Opportunity



Please fill out this form completely. Be sure to save a copy of this form for your records. Submit 1 printed copy with original signature(s) and 1 electronic copy and all supporting materials to: California Department of Forestry and Fire Protection, Attention: Grants Management Unit - Fire Prevention Program, P.O. Box 944246, Sacramento, CA 94244-2460. E-mail an electronic copy to CALFIRE.Grants@fire.ca.gov. Be sure to include all attachments.

1. Project Trac	king #: 17-FP-TI	JU-0016		CalMapper ID:			
Project Name/Title: Silver City Hazard Fuel and Tree Reduction Project							
County: Tulare		CAL FIRE Unit/Con	tract Cou	unty: TUU - Tulare Ui	nit		Please use this 3-letter Unit identifier for file naming (see questions 6 & 17)
2. Organizatio	<b>n Type:</b> Coun	ty		lf Other, plea	ase specify:		
If Non-Profit, are	you a registered	501(c)(3)?		Fire Protect	tion Provider:	County	
<b>3. Sponsoring Organization:</b> Tulare County Fire Department <b>Project Manager</b> Title:         Division Chief, Emergency Services							
First Name: Jeff				Last Name:	McLaughlin		
Address 1: 835 S. Akers St.							
Address 2:							
City: Visalia			State:	California		] Zip Code:	93277
Phone Number:	559-802-9800			Secondary Phone I	Number: 559-	802-9802	
Email Address:	JEMcLaughlin@	co.tulare.ca.us			Fax Number:	559-687-69	919
4. Four which we income a stimit to information where we are stard?							

#### 4. For which <u>primary</u> activity is funding being requested?

**Fuel Reduction** 

5. Grant Period: Please provide the estimated start date and completion date for your project. Projects MUST be completed by March 15, 2022. Note that final billing is due 30 days after project completion. Please use MM/DD/YYYY format.

Project Start Date: 07/01/2020

Project Completion Date: 08/31/2020

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**6. Project Location:** Identify a central point that identifies the general area of project activities. Enter the information in NAD 83 - degrees, minutes and seconds in whole numbers. Enter Longitude as a positive number.

A <u>REQUIRED</u> component of the application is the usage of the Fire Prevention Grant Project/Treatment Area Mapping Program. The mapping program and directions can be found here: <u>http://calfire.ca.gov/fire\_prevention/</u> <u>firepreventiongrants</u>



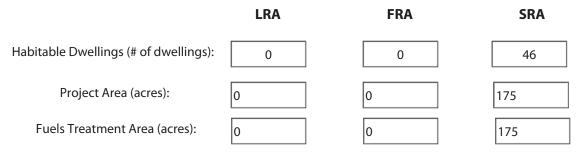
Latitude must be between 32 and 42 degrees. Longitude must be between 114 and 125 degrees. Latitude and Longitude minutes and seconds must be between 0 and 60. For planning or public education projects, use a central point in the WUI for the general area covered by the project.

Please attach a Project map in PDF format with geographic information describing your project location. The map should show the surrounding area in relation to the project. **File naming convention:** Features should be named with the Tracking # and Feature Type. *Example: 17-FP-UUU-XXXX-MAP.pdf* 

"**Project Area**" is the general area where project activities will reduce wildfire risk and/or damage. All projects must have a project area. For planning or public education grants or other projects that don't have well-defined boundaries, provide a map that generally covers the area. For example, for a county-wide public education project, the map should identify the populated portion of the WUI in the county.

#### 7. Project Area Statistics:

For all projects, give an estimate of the project area size and include an estimate of the number of habitable structures impacted by the project. Provide the size of the treatment area for projects that include fuels treatment.



#### 8. SRA Fire Hazard Severity Zones (FHSZ):

What SRA Fire Hazard Severity Zones (FHSZ) are in the project area? SRA Fire Hazard Severity Zone ratings are available at: <a href="http://calfire.ca.gov/fire\_prevention/fire\_prevention\_wildland\_zones.php">http://calfire.ca.gov/fire\_prevention/fire\_prevention\_wildland\_zones.php</a>

Please provide an approximate number of acres **or** percentage of the project area in each zone.



Acres Note: Total acres must be the same as Item 7 Project Area (Acres). Percent Note: Total % must be 100%

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#### 9. Limiting Factors:

Are there any existing forest or land management plans; Conservation Easements; Covenant, Conditions & Restrictions (CC&R's); matters related to zoning; use restrictions, or other factors that can or will limit the fire prevention proposed activity?

**If checked**, describe existing plan(s) and the limitations, if any, in the attached Scope of Work.

#### **10. Timber Harvest Plans:**

For fuel reduction projects, is there a timber harvesting document on any portion of the proposed project area for which a "Notice of Completion" has not been filed with CAL FIRE?

**If checked**, provide the THP identification number and describe the relationship to the project in the attached Scope of Work document.

THP ID Number:					
<b>11. Communities at Risk:</b> Is the project associated with a community that is listed as a Community At Risk? See <a href="http://osfm.fire.ca.gov/fireplan/fireplanning_communities_at_risk.php">http://osfm.fire.ca.gov/fireplan/fireplanning_communities_at_risk.php</a> Yes					
If yes, what is the name of the community(ies)? If none, enter "none".	Three Rivers				
	Number of Community(ies) at Risk: 1				
<b>12. Disadvantaged/Low Income Community(ies):</b> Does the project contain a Disadvantaged and/or Low Income Community? See <a href="https://www.arb.ca.gov/cc/capandtrade/auctionproceeds/communityinvestments.htm">https://www.arb.ca.gov/cc/capandtrade/auctionproceeds/communityinvestments.htm</a>					
If yes, select all that applies: 🗌 Disad	vantaged 🗌 Low Income 📄 Both 📄 Buffer Zone				
13. Describe how your proposal would reduce the total amount of wildfire (and thereby reduce wildfire emissions) around					

communities, homes, infrastructure, and other highly valued resources. Please focus on GHG benefits. (limited to space provided):

This project will reduce approximately 3,500 tons of fuel and stored carbon potential. It will also diminish the spread of fire from
wildland into the wildland urban interface, protecting 46 habitable residential structures and 115 residents.

#### 14. Project Budget:

What is the proposed budget? Please include a discussion of the project budget in the Scope of Work and enter the amount from the Project Budget workbook (.xls).

Budget item	Amount	
Grant Portion of project (\$)	\$200,019.00	
Equipment Purchases (\$)		
Partners (\$)		
Total Project Budget (\$)	200,019	

#### **15. Local Wildland Fire Risk Reduction Plans:**

Is the project in, consistent with, or build on a larger plan that deals with the risk and potential impact to habitable structures in the WUI covered by this project? If so, discuss in the Scope of Work. *Select all that apply.* 

🔀 CAL FIRE Unit Strategic Fire Plan	Homeowners' Association Plan	Fire Safe Council Action Plan
County Fire Department Strategic Fire Plan	Local Fire Department Plan	FIREWISE Community Assessment
Other Local Plan (Identify in Scope of Work)	🔀 Local Hazard Mitigation Plan	🔀 Community Wildfire Protection Plan

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Project Name: Silver City Hazard Fuel and Tree Reduction Project

#### 16. CEQA Compliance:

Describe how compliance with the California Environmental Quality Act (CEQA) will be achieved in the Scope of Work. Is there an existing (CEQA) document that addresses this project or can be used to meet CEQA requirements?

Please indicate the CEQA document type: Will File For planning, education and other projects that are exempt from CEQA, select "Not Applicable".

#### **17. Application Submission:**

<u>NOTE TO APPLICANT</u>: If you modify the language contained in any part of this document, other than to fill in the blanks, or to provide requested information, your application <u>will</u> be rejected.

Note: Replace XXXX in the file name with the project's ID Number.

Note: Replace UUU in the file name with the 3-letter identifier for the Unit where the project is located. Unit identifiers are listed in the instructions for this application form.

US Mail	Email	Attachments	File Name
$\boxtimes$	$\boxtimes$	Application Form (.pdf)	17-FP-TUU-0016-Application.pdf
$\boxtimes$	$\boxtimes$	Scope of Work	17-FP-TUU-0016-SOW.doc
$\boxtimes$	$\boxtimes$	Project Budget	17-FP-TUU-0016-Budget.xls
$\boxtimes$	$\boxtimes$	Project Map (.pdf)	17-FP-TUU-0016-MAP.pdf
		Articles of Incorporation (.pdf)	not required

I certify that the above and attached information is true and correct:

Original Signature Bequired: G	rantee's Authorized Representative	_	6/6/18 Pate Signed
Printed Name Jeff McLaughlin		Title	Division Chief, Emergency S
Executed on: Jun 6, 2018	at Visalia		
Date	City		
	Print Form		

Please fill out this form completely. Be sure to save a copy of this form for your records. Submit one (1) electronic copy in fillable PDF format with all supporting materials to <u>CALFIRE.Grants@fire.ca.gov</u>. Please use "Fire Prevention Program Project Application" in the E-mail subject line and include yourself as a cc. Your CC will be proof of your submittal. In addition, submit one (1) hard copy with signatures and all supporting materials to : **California Department of Forestry and Fire Protection**, **Attention: Grants Management Unit - Fire Prevention Program, P.O. Box 944246, Sacramento, CA 94244-2460**. Hard copy will need to be postmarked no later than <u>June 6, 2018</u>. Electronic copy must be submitted no later than <u>June 6, 2018 at 3:00 pm</u> <u>PST</u>. Applications postmarked after this date and time will be considered late.

If you would like to mail the hard copy via expedited/overnight mail, please E-mail <u>CALFIRE.Grants@fire.ca.gov</u> for the physical mailing address.

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Project Name: Silver City Hazard Fuel and Tree Reduction Project



California Department of Forestry and Fire Protection (CAL FIRE) California Climate Investments Fire Prevention Grants Program Project Scope of Work



## Project Name: Silver City Hazard Fuel and Tree Reduction Project

## Project Tracking Number: 17-FP-TUU-0016

**Project Description Summary:** Please provide a paragraph summarizing proposed project including the location, habitable structures, acres treated, etc.

The Silver City Hazard Fuel and Tree Reduction Project is located adjacent to the communities of Silver City and Three Rivers in Tulare County, along Mineral King Road. This project will focus on the modification of vegetation adjacent to the community of Silver City, reducing the available fuel, increasing roadside safety, securing the vital ingress and egress route for residents evacuating from fast moving wildland fires, and reducing the spread of fire from the wildland into the wildlandurban interface. Mineral King Road is a county maintained road that spans 11 miles and is the only ingress and egress for 46 habitable residential structures. Additionally, this project is located 20 miles from Three Rivers. The entire proposed project is located in the Very High Fire Severity Zone as well as a Tier 1 High Hazard Tree Mortality Zone. This project will remove 175 acres of fuel and focus on the removal of dead or dying trees within 300 feet of permanent structures. An additional benefit will be the modification of vegetation adjacent to the roadway and around the community of Silver City creating a safe evacuation route and reducing the impact to the community from a fast moving wildland fire. The project will also have a minimum of two public chipper days that should have a positive effect on the community's defensible space. The fuel along Mineral King Road consists of heavy brush and indigenous conifers ranging from 3-36 DBH. The conifer stands located in the project area are in a Tier 1 High Hazard Tree Mortality Zone. This evacuation route is identified in the Tulare County Community Evacuation plan as the only route of travel for 46 habitable residential structures. This project will be treated by chipping.

# A. <u>Scope of Work</u>

This item is broken into project specific criteria depending on the type of project being proposed: planning, education or hazardous fuel reduction. Please <u>answer one section</u> <u>of questions</u> that pertain to the primary activity type for your project.

## Section 1: Hazardous Fuel Reduction/Removal of Dead or Dying Tree Projects

- 1. Describe the geographic scope of the project, including an estimate of the number of habitable structures and the names of the general communities that will benefit.
- 2. Describe the goals, objectives, and expected outcomes of the project.
- 3. Provide a clear rational for how the proposed project will reduce the risks associated with wildfire to habitable structures in the WUI.

- 4. Identify any additional assets at risk to wildfire that will benefit from the proposed project. These may include, but are not limited to, domestic and municipal water supplies, power lines, communication facilities and community centers.
- 5. Is the scale of the project appropriate to achieve the stated goals, objectives and outcomes discussed in Item 2 above?
- 6. How will the project/activity utilize the left over woody biomass? Will the project/activity use a biomass facility to reduce greater greenhouse gas emissions?

## Section 2: Planning Projects

- 1. Describe the geographic scope of the project, including the communities that will benefit, and an estimate of the number of structures within the project area.
- 2. Describe how the project will assess the risks to residents and structures in the WUI and prioritize projects to reduce this risk over time.
- 3. Does the proposed plan add or build upon previous wildfire prevention planning efforts in the general project area?
- 4. Identify a diverse group of key stakeholders, including local, state, and federal officials where appropriate, to collaborate with during the planning process. Discuss how the project proponent plans to engage with these targeted stakeholders.
- 5. Describe the pathways for community involvement that will be incorporated in the planning process.

## Section 3: Education

- 1. Describe the specific message of the education program and how it relates to reducing the risk of wildfire to owners of structures in the WUI.
- 2. Describe the target audience of the education program and how information will be distributed to this audience.
- 3. Will the education program raise the awareness of homeowner responsibilities of living in a fire prone environment?
- 4. Identify specific actions being advocated in the education material that is expected to increase the preparedness of residents and structures in the WUI for wildfire.
- 5. Describe the expected outcome of the education in terms of increased or changed public awareness about wildfire.

Answer only 1 set of questions from above, depending on your project; Fuel Reduction, Planning or Education.

## Section 1: Hazardous Fuel Reduction/Removal of Dead or Dying Tree Projects

- 1. The geographical scope of this project is 175 acres on east and west aspects above the community of Silver City. This project includes 46 habitable residential structures in the project area.
- 2. This project will focus on the modification of vegetation and the removal of hazardous trees within 300 feet of permanent structures adjacent to the community of Silver City. Thereby reducing the available fuel and increasing roadside safety, securing the vital ingress and egress route for residents evacuating from fast moving wildland fires, and reducing the spread of fire from the wildland into the wildland-urban interface. Additionally, through strategic public outreach, the goal is to enhance public knowledge of wildland fire safety, readiness, and to create public chipping days for a population of 115. In order to accomplish the objective of this project, it is proposed that Tulare County Fire Department's current ten person fuels crew physically remove or chip vegetation in the designated 175 acres of this proposed project. This will create a safe evacuation route and reduce fire intensity and spread from impacting the communities of Silver City and Three Rivers. The expected outcome of the project includes the reduction of wildfire risk that could possibly impact 46 habitable residential structures within the State Responsibility Area, improve community wildfire awareness, and physically remove vegetation reducing fire intensity and greenhouse gases.
- 3. Mineral King Road is a county maintained road located in a Very High Fire Severity Zone that tightly meanders mid-slope through the landscape and serves as the only ingress and egress for 46 habitable residential structures. The geographical location of the majority of the residences are adjacent to the roadway. In addition, the location of the majority of the residences are aligned with a normal diurnal mountain wind system. The geographic location of the structures, the proximity of the roadway, the dense vegetation, and the normal diurnal winds, combined with the intense devastation of tree mortality to the landscape, creates an environment that could result in explosive fire behavior and a catastrophic loss of life and property.

## Section 1: Hazardous Fuel Reduction/Removal of Dead or Dying Tree Projects

- 4. The Silver City Hazard Fuel and Tree Reduction Project will directly benefit in the protection of several key assets and critical infrastructure that are at risk from wildland fires. These assets and infrastructure are several drafting locations, community fire hydrants, and first responder staging areas. If the water system was incapacitated during a wildfire, the ability for the defense of structures would be drastically reduced due to the remote location of the habitable residential structures located on Mineral King Road. The reflex time to keep an adequate water supply for structure defense if these water systems are out of service would be inadequate for effective operations. As mentioned previously, the residents of Mineral King Road reside in an area with a single ingress and egress. If a wildfire was to impact Mineral King Road and residents were unable to evacuate, this critical infrastructure would be key in the protection of structures and the movement of civilians.
- 5. The Silver City Hazard Fuel and Tree Reduction Project is currently within the Tulare County Fire Department's ability and scope to complete with our current fuels crew. This work force is solely dedicated to fuels projects that focuses on hazard tree removal and fuel reduction that impact evacuation routes. The County currently owns several chippers and has the ability to coordinate, complete, and organize all proposed work for this project for the following reasons: Past experience with completing similar projects, currently has the work force, has the majority of needed equipment and supplies, has the support from the community, has experience with estimating the size and scope of fuels projects, and has a great working relationship with Cal Fire and allied agencies. The above would be the County of Tulare's in-kind contribution to this project.
- 6. The Silver City Hazard Fuel and Tree Reduction Project will utilize the left over woody BIO mass by chipping and removing excess, and assisting the community with drought tolerant wood chips for landscaping. Due to the distance (97 miles one way) from the project to the nearest biomass facility, this project will not utilize biomass as a means to remove fuel.

# B. <u>Relationship to Strategic Plans</u>

Does the proposed project support the goals and objectives of the California Strategic Fire Plan, the local CAL FIRE Unit Fire Plan, a Community Wildfire Protection Plan (CWPP), County Fire Plan, or other long term planning document?

The Silver City Hazard Fuel and Tree Reduction Project supports the goals and objectives of the California Strategic Fire Plan, the local Cal Fire Unit Plan, the 2010 Tulare County Community Wildfire Protection Plan, the Sequoia Fire Safe Council, the Local Hazard Mitigation Plan, and is supported by the Tulare County Resource Conservation District.

# C. <u>Degree of Risk</u>

- 1. Discuss the location of the project in relation to areas of moderate, high, or very high fire hazard severity zone as identified by the latest Fire and Resource Assessment Program maps. Fire hazard severity zone maps by county can be accessed at: http://www.fire.ca.gov/fire\_prevention/fire\_prevention\_wildland\_zones\_maps.php
- 2. Describe the geographic proximity of the project to structures at risk to damage from wildfire in the WUI.
  - 1. All 175 acres of the Silver City Hazard Fuel and Tree Reduction Project is located in a Very High Fire Hazard Severity Zone. Additionally, this project is located in a Tier 1 High Hazard Tree Mortality Zone adjacent to the wildland-urban interface.
  - 2. Silver City Hazard Fuel and Tree Reduction Project is the primary access point for 46 habitable residential structures and a population of 115 permanent residents and for several hundred recreational visitors of Sequoia National Park. Additionally, this project is located 20 miles from Three Rivers with a population of 2,182. The location of the project, the proximity of the roadway, the dense vegetation, and the normal diurnal winds, combined with the intense devastation of tree mortality to the landscape, creates an environment that could result in explosive fire behavior and a catastrophic loss of life and property.

# D. <u>Community Support</u>

- 1. Does the project include any matching funds from other funding sources or any inkind contributions that are expected to extend the impact of the proposed project?
- 2. Describe plans for external communications during the life of the project to keep the effected community informed about the goals, objectives and progress of the project. Activities such as planned press releases, project signage, community meetings, and field tours are encouraged.
- 3. Describe any plans to maintain the project after the grant period has ended.
- 4. Does the proposed project work with other organizations or agencies to address fire hazard reduction at the landscape level?

- 1. This project does not include matching funds, however, the in-kind contribution includes the use of existing resources thus reducing the overall cost of the project. Those resources include several County owned chippers, saws, vehicles, hand tools, a current work force, and engaged community partnerships.
- 2. Information that would be provided to the public would include public outreach, project updates, and wildland fire readiness through a 4 step process:
  - i. Step 1- Notification- Notify the community through a press release and social media release of the awarded grant, attend town hall meetings, meet with allied agencies and stakeholders, and attend other community meetings to inform the community of the awarded grant.
  - ii. Step 2- Publicize- Internally produce road signs and place them in key locations around the project site and community, internally produce handouts that describe the project and inform the public of the funding source, provide a timeline for the project, provide the location, size, scope of the project, and provide information on all allied agencies that are involved.
  - iii. Field Tours- Provide guided field tours before, during, and after the project is completed with key stakeholders. Additionally, provide drone footage of the project that can be released to the public via social media that would give a guided tour for those unable to attend.
  - iv. Step3- Monitor- Provide the public monthly updates and continue to reevaluate the progress through comprehensive documentation by photography and drone footage.
- 3. The Silver City Hazard Fuel and Tree Reduction Project can be maintained through a collaborative effort between Cal Fire, Tulare County Fire, the Sequoia Fire Safe Council, and the Tulare County Resource Conservation District as all parties have a vested interest in the protection of structures and the watershed. Maintenance would include the continued monitoring of the project and upkeep as necessary.
- 4. The Silver City Hazard Fuel and Tree Reduction Project will work collaboratively with Tulare County Fire, Cal Fire, Tulare County Resource Management Agency, Tulare County Resource Conservation District, Sequoia National Park, Sequoia Fire Safe Council, and Community members, to address fire hazard reduction at the landscape level. All agencies have jurisdictional boundaries in close proximity to the project.

## E. <u>Project Implementation</u>

- 1. Discuss the anticipated timeline for the project. Make sure to take seasonal restrictions into account.
- 2. Verify the expected timeframes to complete the project will fall under the

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March 15, 2022 deadline.

- 3. Describe the milestones that will be used to measure the progress of the project.
- 4. Describe measurable outcomes (i.e. project deliverables) that will be used to measure the project's success.
- 5. If applicable, how will the requirements of the California Environmental Quality Act (CEQA) be met?
  - 1. It is anticipated that the Silver City Hazard Fuel and Tree Reduction Project will start on July 1, 2020 and end approximately on August 31, 2020. This estimate is based on 175 treated acres with a work force of 10 personnel working four ten hour days per week for a total of 62 days. Due to the elevation of the project it is anticipated that the selected project dates will not interfere with the seasonal restrictions.
  - 2. All work on this project will meet the expected March 15, 2022 deadline.
  - 3. The milestones used to measure the progress of the project will be determined by several predetermined decision points, that can provide information on production rates, effectiveness, safety, and public outreach. These decision points will be identified on the project map and will result in be a collaborative discussion between the command staff and finance staff of Tulare County Fire Department, allied agencies, and key community stakeholders.
  - 4. The measurable outcomes will be based on the following anticipated goals: effective public outreach, effective community involvement, adequate equipment, allied agency satisfaction, and production rates.
  - 5. The County of Tulare will complete all California Environmental Quality Act requirements. The County has the ability and capacity to perform this internally through Tulare County Resource Management agency, or externally by contractor. Additionally, as required, an internal or external RFP will be available to consult and conduct site visits.

# F. <u>Administration</u>

- Describe any previous experience the project proponent has with similar projects. Include a list of recent past projects the proponent has successfully completed if applicable. Project proponents having no previous experience with similar projects should discuss any past experiences that may help show a capacity to successfully complete the project being proposed. This may include partnering with a more experienced organization that can provide project support.
- 2. Identify who will be responsible for tracking project expenses and maintaining project records in a manner that allows for a full audit trail of any awarded grant funds.

1. The Tulare County Fire Department has completed 3 tree mortality projects within the past year and is currently undertaking its fourth project. These projects have treated nearly 1,000 dead or dying trees on State and Federal lands. This has provided Tulare County Fire with the ability to complete proposed work, experience in the financial reimbursement process, and given valuable needed experience in forecasting and planning fuels reduction projects. Tulare County Fire has the full capacity to complete this project with its current work force. Additionally, Tulare County Fire has successfully received over \$500,000 in Local Area Tree Mortality money and is anticipated to spend 2.2 million dollars in approved tree mortality projects over the next two years.

## **Completed projects**

Tree Mortality Balch Park Project Tree Mortality Posey Project Tree Mortality Eshom Project

## **Current Projects**

Local Area Tree Mortality project Parker Pass

2. As stated previously, the Tulare County Fire Department and the County of Tulare is experienced with cost tracking, reimbursement, and record keeping on past fuel reduction projects, as well as disaster recovery. The current and proposed process for capturing costs, tracking expenses, and maintaining records, is a bi-weekly reconciliation of all equipment expenditures, personnel costs, supply costs, and consumable costs. These figures are reviewed by the supervising Battalion Chief, Operations Division Chief, and Administrative Service Officer in comparison to the weekly projected cost or proposed cost per acre of the project. This allows for financial forecasting and the management of all records and retention for 5 years.

# G. <u>Budget</u>

A detailed project budget should be provided in an Excel spreadsheet attached to this grant application. The space provided here is to allow for a narrative description to further explain the proposed budget.

- 1. Explain how the grant funds, if awarded, will be spent to support the goals and objectives of the project. If equipment grant funds are requested, explain how the equipment will be utilized and maintained beyond the life of the grant.
- 2. Are the costs for each proposed activity reasonable for the geographic area where they are to be performed? Identify any costs that are higher than usual and explain any special circumstances within the project that makes these increased costs necessary to achieve the goals and objectives of the project.
- 3. Is the total project cost appropriate for the size, scope, and anticipated benefit of the project?

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- 4. Identify all Indirect Costs and describe why they are necessary for a successful project implementation. Administrative expenses to be paid by the Fire Prevention Grants must be less than 12% of the total grant request (excluding equipment).
- 5. Explain each object category in detail and how that would support meeting the grant objectives.
  - If awarded, grant funds will be spent on salaries and benefits (59%), a California Environmental Quality Act study of the project (17%), mileage (2.5%), supplies (9%), public outreach (2%), and indirect costs of 10%.
  - It is believed this project is within reason as \$153,420 of the requested \$200,019 is over three-quarters of the money and is for salaries, benefits, and CEQA compliance.
  - 3. The project is appropriate for the size, scope, and anticipated benefit. The cost of the project is estimated at \$200,019 and could possibly save homeowners, Tulare County Fire, and Cal Fire millions of dollars in preventing the loss of structures.
  - 4. The indirect cost related to the Silver City Hazard Fuel and Tree Reduction Project includes the recovery of the administrative costs to administer the grant, produce maps, produce Incident Action Plans, facilitate personnel and staffing, track costs, accounts payable process, worker's compensation process, payroll process, human resources procurement, risk management assessment, maintain records, provide public outreach, and submit reimbursements. The total projected indirect cost is 10% of the overall project cost, for a total of \$18,184. This percentage is the current administrative fee adopted by the County of Tulare in the fiscal year 2017/2018 fee schedule.

5. It is proposed that the Silver City Hazard Fuel and Tree Reduction Project will cost \$200,019 dollars. Of that total cost, it is estimated that \$105.400 will be spent on labor and \$13.020 will be spent on employee benefits for the Tulare County Fire Department 10 person fuels crew. The project is proposed to take 62 days from start to finish at \$1,700 a day for labor and \$210 a day for employee benefits. Additionally, the project will need a comprehensive California Environmental Quality Act report completed prior to working on site. It is estimated this will cost \$35,000. Along with the above mentioned costs, it is estimated that the fuels crew will drive an estimated 150 miles round trip per day. The estimated mileage cost is projected at \$5,115 dollars. Additionally, miscellaneous consumable supplies of bar oil, fuel mix, paint, flagging, and additional consumable items are also budgeted for a total of \$2,200. Small tools on the Silver City Hazard Fuel and Tree Reduction Project will consist of chainsaw chain, files (for tools and saws), pulaskis, mcleods, shovels, rakes and brooms, chaps and other miscellaneous tools for clearing brush for a total of \$3,000. The project has also budgeted personal protective equipment for each fuels crew member at \$1,000 per employee totaling \$10,000. That includes 2 pairs of gloves, 2 pairs of pants, 1 brush coat, 1 pair of goggles, and safety glasses. Additional supplies include the purchase of 3 Stihl 461 chainsaws for \$3,600 to clear brush, remove ladder fuels and remove trees. The project will consist of public outreach through traditional media, road signs, social media, drone footage, and pamphlets. It is anticipated this will cost \$4,500. Lastly to recover the administrative cost to administer the grant, produce maps, produce incident action plans, facilitate personnel and staffing, track costs, maintain records, and submit reimbursement an indirect cost of 10% for a total of \$18,184 was calculated.

## H. <u>California Climate Investments</u>

The space provided here is to allow for a narrative description to further explain how the project/activity will reduce Greenhouse Gas emissions.

- 1. How will the project/activity reduce Greenhouse Gas emissions?
- 2. Is the project located in a Low-Income or Disadvantaged Community? If not, does the project benefit those communities. Please explain.
- 3. What are the expected co-benefits of the project/activity (i.e. environmental, public health and safety, and climate resiliency)?
- 4. When are the Greenhouse Gas emissions and/or co-benefits expected to occur and how will they be maintained?

- 1. The Silver City Hazard Fuel and Tree Reduction Project will reduce the amount of available fuel consumed by wildfire. The reduction of fuel will ultimately reduce the probability of fire occurrence and size, thus reducing the carbon within the treated area if a fire were to occur. This in turn would reduce the available stored carbon potential. The project is proposed to reduce an estimated 3,500 tons of fuel, drastically reducing greenhouse emissions. Along with the reduction of stored carbon, this project will reduce the potential for a wildland fire to spread into the wildland-urban interface resulting in reduction of numerous other greenhouse gases that could be released into the atmosphere from structures, outbuildings, and vehicles impacted by fire.
- 2. This Silver City Hazard Fuel and Tree Reduction Project is not located in an area classified as low income or disadvantaged.
- 3. Tulare County is ranked third in the U.S. for the poorest air quality by the American Lung Association. This project has a great potential to reduce greenhouse gases and stored carbon. This project will have a positive outcome in relation to air quality and PM 10 particulates thus improving the environment. Additional co-benefits from the Silver City Hazard Fuel and Tree Reduction Project are the improvement of roadside safety, reducing the threat to the wildland-urban interface, increasing wildland fire readiness and preparedness, improved defensible space through public chipper days, the reduction of stored carbon and improved air quality, improving the community's outlook and making the community more fire wise, and improving the resiliency of the eco system. While all the above listed benefits of this project are a drastic improvement, the largest benefit to the 62 habitable residential structures and several hundred recreational visitors who reside within the project area, is the removal of dead and dying trees. The conifer stands located in the project area are in a Tier 1 High Hazard Tree Mortality Zone
- 4. It is expected that the Silver City Hazard Fuel and Tree Reduction Project will provide immediate benefits within the first few weeks by improving roadside safety, defensible space, the reduction of stored carbon, and improving the community's wildland fire preparedness. The long term benefits and co-benefits can be maintained as necessary by Tulare County, Cal Fire, Sequoia National Park, Sequoia Fire Safe Council, Tulare County Resource Conservation District, or a combination of all as necessary.

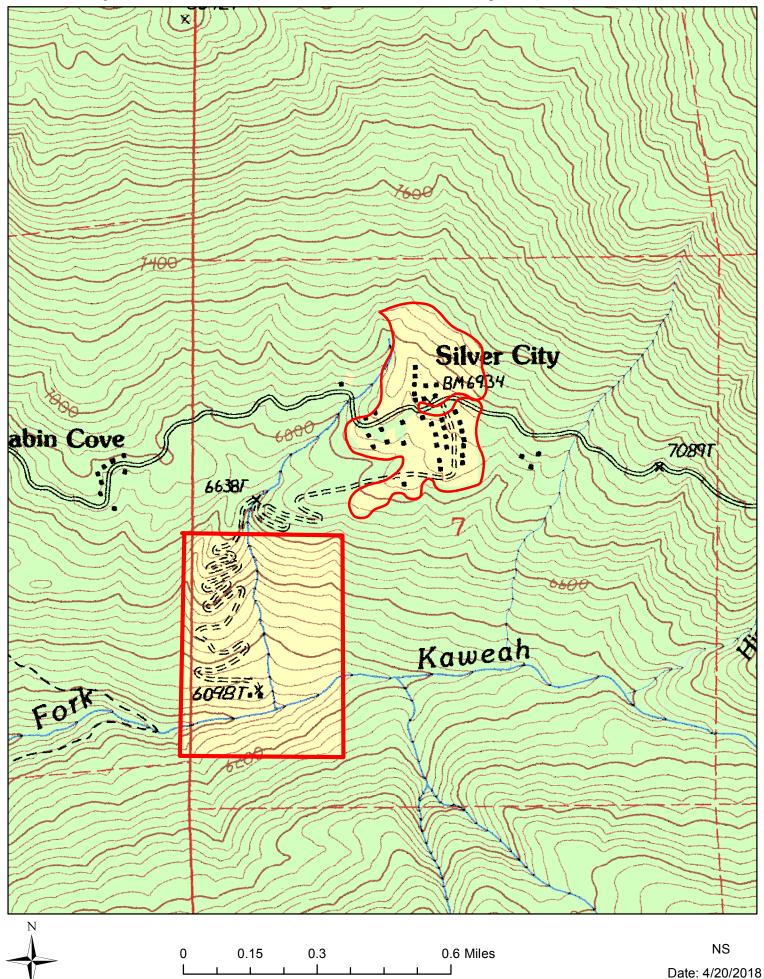
Tracking #:	17-FP-T	UU-0016
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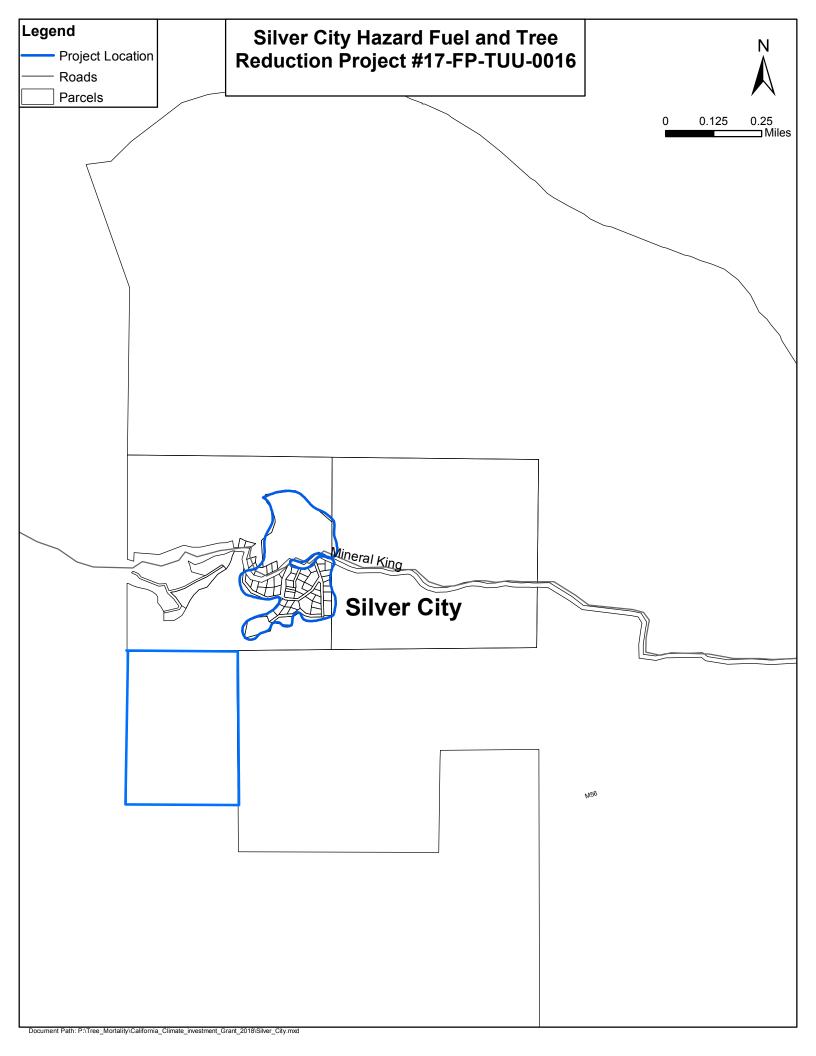
Project Budget

	Cilvor	City	Jazard	Fund	and	Troo	Reduction	Droi	oct
rolect Name:	Silver	CILV F	lazaru	ruei	anu	ree	Reduction	PIU	eci

Budget Category			re	Funding Source (\$)					Total (\$)							
		Quantity	Units	Co	ost/Unit	Grant	Grantee	Partner		Grant		Grantee		Partner(s)		
	and Wages	63	Davia	ć	4 700	1000/	00/	00/	ć	105 100	ć		ć		ć	405.40
	10 Person Fuels Crew	62 0	Days Days	\$ \$	1,700	100% 0%	0% 0%	0% 0%	\$ \$	105,400	\$ \$	-	\$ \$	-	\$ \$	105,40
		0	Hours	\$	-	0%	0%	0%	ې \$	-	\$ \$		\$ \$		ې \$	-
		0	Days	\$	-	0%	0%	0%	\$	-	\$	-	\$	-	\$	-
		0	Hours	\$	-	0%	0%	0%	\$	-	\$	-	\$	-	\$	-
		0	Hours	\$	-	0%	0%	0%	\$	-	\$	-	\$	-	\$	-
		0	Hours	\$	-	0%	0%	0%	\$	-	\$	-	\$	-	\$	-
		0	Hours	\$	-	0%	0%	0%	\$	-	\$	-	\$	-	\$	-
	Sub-Total Salaries and Wages:								\$	105,400	\$	-	\$	-	\$	105,40
s. Employe	ee Benefits 10 Person Fuels Crew	62	Days	\$	210	100%	0%	0%	\$	13,020	\$	-	\$	-	\$	13,02
	10 Person Fuels Crew	02	Days	\$	- 210	0%	0%	0%	\$ \$	- 13,020	\$		\$		\$	- 13,02
		0	Hours	\$	-	0%	0%	0%	\$	-	\$	-	\$	-	\$	-
		0	Days	\$	-	0%	0%	0%	\$	-	\$	-	\$	-	\$	-
		0	Hours	\$	-	0%	0%	0%	\$	-	\$	-	\$	-	\$	-
		0	Hours	\$	-	0%	0%	0%	\$	-	\$	-	\$	-	\$	-
		0	Hours	\$	-	0%	0%	0%	\$	-	\$	-	\$	-	\$	-
	Sub Total Employer - David's	0	Hours	\$	-	0%	0%	0%	\$ ¢	-	\$	-	\$	-	\$	-
C. Contract	Sub-Total Employee Benefits:								\$	13,020	\$	-	\$	-	\$	13,02
c. contract	CEQA	1	Report	\$	35,000	100%	0%	0%	\$	35,000	\$	-	\$	-	\$	35,000
		0	Days	\$	-	0%	0%	0%	\$		\$	-	\$	-	\$	
		0	Each	\$	-	0%	0%	0%	\$	-	\$	-	\$	-	\$	-
		0	Acres	\$	-	0%	0%	0%	\$	-	\$	-	\$	-	\$	-
		0	Miles	\$	-	0%	0%	0%		-	\$	-	\$	-	\$	-
	Sub-Total Contractual:								\$	35,000	\$	-	\$	-	\$	35,000
D. Travel 8	& Per Diem:			1.									1			
	Mileage	9300	Miles	\$	1	100%	0%	0%	\$	5,115	\$	-	\$	-	\$	5,11
		0	Days	\$ \$	-	0% 0%	0% 0%	0% 0%	\$ \$	-	\$ \$	-	\$ \$	-	\$ \$	-
		0	Days Days	\$ \$	-	0%		0%	\$ \$	-	\$ \$		\$ \$	-	\$ \$	
	Sub-Total Travel & Per Diem:	0	Days	Ļ	-	078	070	070	\$	5,115	\$	-	\$	-	\$	5,115
E. Supplies															<b>·</b>	
	Consumable Supplies	20	Each	\$	110	100%	0%	0%	\$	2,200	\$	-	\$	-	\$	2,200
	Small Tools	25	Each	\$	120	100%	0%	0%	\$		\$	-	\$	-	\$	3,000
	Personal Protective Equipment	10	Each	\$	1,000	100%	0%	0%	\$	10,000	\$	-	\$	-	\$	10,000
	Chainsaws	3	Each	\$	1,200	100%	0%	0%	\$	3,600	\$	-	\$	-	\$	3,600
	Sub-Total Supplies:		Each			100%	0%	0%	\$ \$	- 18,800	\$ \$	-	\$ \$	-	\$ \$	- 18,800
F. Equipme									Ŷ	10,000	Ļ		Ļ	-	Ŷ	10,000
		1	Each	1		0%	0%	0%	\$	-	\$	-	\$	-	\$	-
		1	Each			0%	0%	0%	\$	-	\$	-	\$	-	\$	-
		1	Each			0%	0%	0%	\$	-	\$	-	\$	-	\$	-
		0	Each	\$	-	0%	0%	0%		-	\$	-	\$	-	\$	-
		0	Each	\$	-	0%	0%	0%		-	\$	-	\$	-	\$	-
C Other C	Sub-Total Equipment:								\$	-	\$	-	\$	-	\$	-
G. Other C	osts Public Outreach	1	Each	\$	4,500	100%	0%	0%	\$	4,500	\$		\$		\$	4,50
		0	Each	\$ \$	4,500	100%	0%	0%	\$ \$	4,500	\$ \$	-	\$ \$	-	\$ \$	4,50
		0	Each	\$	-	0%	0%	0%	\$	-	\$	-	\$	-	\$	-
		0	Each	\$	-	0%	0%	0%	\$	-	\$	-	\$	-	\$	-
		0	Each	\$	-	0%	0%	0%	\$	-	\$	-	\$	-	\$	-
		0	Each	\$	-	0%	0%	0%	\$	-	\$	-	\$	-	\$	-
		0	Each	\$	-	0%	0%	0%	\$	-	\$	-	\$	-	\$	-
		0	Each	\$	-	0%	0%	0%	\$	-	\$	-	\$	-	\$	-
		0	Each	\$	-	0%	0%	0%	\$	-	\$	-	\$	-	\$	-
	Sub-Total Other Costs	0	Each	\$	-	0%	0%	0%	\$ \$	- 4,500	\$ \$	-	\$ \$	-	\$ \$	- 4,50
	Sub-Total Other Costs								Ş	4,500	Ş	-	Ş	-	Ş	4,50
otal Dire	ect Costs								\$	181,835	\$	-	\$	-	\$	181,83
ndirect C	Costs (Exclude Equipment)							10%	\$	18,184					\$	18,18
otal Pro	ject Costs								\$	200,019	\$		\$		\$	200,01
.ess Prog	gram Income								\$	-					\$	-
otal Gr	rant Proposed Costs								\$	200,019	\$	-	\$	-	S :	200,01

# Silver City Hazard Fuel and Tree Reduction Project #17-FP-TUU-0016





# Attachment "H"

Grant Agreement-5GG17236

Hartland Hazard Fuel and Tree Reduction Project



DEPARTMENT OF FORESTRY AND FIRE PROTECTION

P.O. Box 944246 SACRAMENTO, CA 94244-2460 (916) 653-7772 Website: www.fire.ca.gov



October 3, 2018

Jeff McLaughlin Tulare County Fire Department 835 S. Akers St. Visalia, CA 93277

#### 5GG17236; Hartland Hazard Fuel and Tree Reduction Project

This agreement cannot be considered binding on either party until approved by appropriate authorized CAL FIRE designee. No services should be provided prior to approval, as the State is not obligated to make any payments on any Agreement prior to final approval. FAILURE TO RETURN ALL DOCUMENTS BY DATE BELOW MAY RESULT IN LOSS OF FUNDING.

Please contact David Shy at (559) 732-5954 if you have questions concerning services to be performed. Please contact Bobby Nguyen at (916) 651-6620 if you have any administrative questions or concerns.

- 1. X Full grant agreement including terms and conditions, addendum, grant application form, scope of work, budget, and map enclosed. Print (single sided) and return three (3) sets of agreements with original signatures in blue ink. In addition, please return the attachment(s) below, as applicable to your organization, to be received by CAL FIRE no later than **November 30, 2018**.
  - Attachment 5 Std. 204 Payee Data Record http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf
  - Attachment 7 Board Resolution or Attesting Document granting authority to sign (non-profit and local entity applicants)

Return all originals and requested documents for further processing to: Department of Forestry and Fire Protection Attention: GMU/CCI FP P.O. Box 944246 Sacramento, CA 94244-2460

2. Enclosed for your record is one fully executed copy of the agreement referenced above. When billing for services performed under this agreement, your invoices must reference the agreement number above and be submitted to the contract manager.

Thank you,

Bobby Nguyen Grants Analyst Grants Management Unit

Enclosures CC: Virginia Hernandez David Shy Stella Chan

#### State of California Dept. of Forestry and Fire Protection (CAL FIRE) State Fire Marshal's Office GRANT AGREEMENT

APPLICANT:	Tulare County Fire Department
PROJECT TITLE:	Hartland Hazard Fuel and Tree Reduction Project

GRANT AGREEMENT: 5GG17236

PROJECT PERFORMANCE PERIOD IS from Upon Approval through November 30, 2021.

Under the terms and conditions of this Grant Agreement, the applicant agrees to complete the project as described in the project description, and the State of California, acting through the Dept. of Forestry & Fire Protection, agrees to fund the project up the total state grant amount indicated.

**PROJECT DESCRIPTION:** Project will focus on the modification of vegetation and the creation of astrategically located fuel break adjacent to Hartland Christian Camp reducing the available fuel and thusincreasing roadside safety, securing the vital ingress and egress route for residents evacuating from fast movingwildland fires, and reducing the spread of fire from the wildland into the wildland -urban interface.Total State Grant not to exceed \$ 198,290.00(or project costs, whichever is less)

\*The Special and General Provisions attached are made a part of and incorporated into this Grant Agreement.

Tulare County Fire Department					STATE OF CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION			
	Applicant							
Ву		Ву						
Signature	of Authorized R	Representative						
Title				Title: De	nnis Ma	thisen, State F	ire Marshal	
Date				Date	Date			
			CERTIFIC	CATION OF FUND	DING			
AMOUNT OF ESTIN FUNDING	IATE	GRANT AGE	REEMENT N	UMBER	FUND			
\$198,290.00		5GG1723	6		Greenhouse Gas Reduction Fund			
ADJ. INCREASING ENCUMBRANCE \$ 0.00	ENCUMBRANCE			eduction Fund				
ADJ. DECREASING ENCUMBRANCE	i	FUNCTION						
\$ 0.00		Greenh	ouse Ga	s Reduction F	und			
UNENCUMBERED I	BALANCE	LINE ITEM ALLOTMEN	Т	CHAPTER		STATUTE	FISCAL YEAR	
\$198,290.00		3540-00	3540-001-3228 14, 24			2017	17/18	
T.B.A. NO.	B.R. NO.	INDEX	OBJ. EXPEN D <b>418</b>	PCA			RK PHASE 831108-00	
		5212	410	18 91015			031100-00	

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.

## TERMS AND CONDITIONS OF GRANT AGREEMENT

## I. RECITALS

- 1. This Agreement, is entered into between the State of California, by and through the California Department of Forestry and Fire Protection (CAL FIRE), hereinafter referred to as "STATE" and Tulare County Fire Department, hereinafter referred to as "GRANTEE".
- The STATE herby grants to GRANTEE a sum (hereinafter referred to as "GRANT FUNDS") not to exceed One Hundred Ninety Eight Thousand Two Hundred Ninety Dollars (\$198,290.00).
- 3. In addition to the terms and conditions of this Agreement, the STATE and GRANTEE agree that the terms and conditions contained in the documents set forth below are hereby incorporated and made part of this agreement.
  - a. Department of Forestry and Fire Protection (CAL FIRE) Fire Prevention Grant Program Procedural Guide 2017-2018
  - b. The submitted Application, Scope of Work, Budget Detail, GHG Emissions Reduction Methodology and Exhibits
  - c. Addendum for Greenhouse Gas Reduction Fund (GGRF) Grant Projects

## II. SPECIAL PROVISIONS

- 1. Recipients of GRANT FUNDS pursuant to Chapter 249, Statutes of 2017 shall abide by the provisions in this Agreement. This includes the requirement that work shall not commence prior to the execution of this Agreement by both parties. Any work started prior to the execution of this Agreement will not be eligible for funding under the terms of this Agreement.
- 2. As precedent to the State's obligation to provide funding, GRANTEE shall provide to the STATE for review and approval a detailed budget, specifications, and project description. Approval by the STATE of such plans and specifications, or any other approvals provided for in this Agreement, shall be for scope and quality of work, and shall not relieve GRANTEE of the obligation to carry out any other obligations required by this Agreement, in accordance with applicable law or any other standards ordinarily applied to such work or activity.
- 3. All informational products (e.g., data, studies, findings, management plans, manuals, photos, etc.) relating to California's natural environment produced with the use of GRANT FUNDS shall be available for public use.

## III. GENERAL PROVISIONS

## 1. Definitions

- a. The term "Agreement" means grant agreement number **5GG17236**.
- b. The term "GRANT FUNDS" means the money provided by the STATE to the GRANTEE in this Agreement.
- c. The term "GRANTEE" means an applicant who has a signed Agreement for the award for GRANT FUNDS.
- d. The term "Other Sources of Funds" means all matching fund sources that are required or used to complete the Project beyond the GRANT FUNDS provided by this Agreement.
- e. The term "STATE" means the State of California, Department of Forestry and Fire Protection (CAL FIRE).
- f. The term "Project" means the development or other activity described in the "Project Scope of Work".
- g. The term "Project Budget Detail" as used herein defines the approved budget plan.
- h. The term "Project Scope of Work" as used herein means the individual scope of work describing in detail the approved tasks.

### 2. Project Representatives

The project representatives during the term of the agreement will be:

STATE: CAL FIRE	GRANTEE: Tulare County Fire Department
Section/Unit: TUU - Tulare Unit	Section/Unit:
Attention: David Shy	Attention: Jeff McLaughlin
Mailing Address:	Mailing Address:
1968 South Lovers Lane	835 S. Akers St.
Visalia, CA 93292	Visalia, CA 93277
Phone Number: (559) 732-5954	Phone Number: 559-802-9800
Email Address: David.Shy@fire.ca.gov	Email Address: JEMcLaughlin@co.tulare.ca.us

Changes to the project representatives during the term of the agreement shall be made in writing. Notice shall be sent to the above representative for all notice provisions of this Agreement.

- 3. Project Execution
  - a. Subject to the availability of grant monies, the STATE hereby grants to the GRANTEE a sum of money (GRANT FUNDS) not to exceed the amount stated on Section I. RECITALS, Paragraph 2 in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of the Project in this Agreement and its attachments and under the terms and conditions set forth in this Agreement.
  - b. GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the Project. Any amendment to the Project as set forth in the Application on file with the STATE must be submitted to the STATE for approval in writing. No amendment is allowed until written approval is given by the STATE.
  - c. GRANTEE shall complete the Project in accordance with the time of Project performance set forth in this Agreement, unless an amendment has been approved and signed by the STATE under the terms and conditions of this Agreement. Amendments must be requested in advance and will be considered in the event of circumstances beyond the control of the GRANTEE, but in no event less than 90 days from the Agreement expiration date and in no event less than 60 days before the effective date of the amendment. Approval of amendment is at the STATE's discretion.
  - d. GRANTEE certifies that the Project Scope of Work complies with all local, State, and federal laws and regulations.
  - e. GRANTEE shall comply with the California Environmental Quality Act (CEQA) (Public Resources Code, Section 21000, et. seq. Title 14, California Code of Regulations, Section 15000 et. seq.) and all other local, State, and federal environmental laws. A copy of the certified CEQA document must be provided to STATE before any GRANT FUNDS are made available for any Project activity that could directly impact the environment (e.g. cutting, piling or burning bush, masticating, dozer work, etc.). CEQA compliance shall be completed within 18 months from start date of the Agreement. The start date is considered the date the last party signs the Agreement. GRANT FUNDS will be made available in advance of CEQA compliance for project activities that do not have the potential to cause a direct environmental impact (e.g. project planning, locating and

marking property or project boundaries, contacting and signing up landowners, etc.).

- f. GRANTEE shall permit periodic site visits by representative(s) of the STATE to ensure program compliance and that work is in accordance with the approved Project Scope of Work, including a final inspection upon Project completion.
- g. GRANTEE, and the agents and employees of GRANTEE, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents, of the STATE.
- 4. Project Costs and Payment Documentation
  - a. Payment by the STATE shall be made after receipt of an acceptable invoice and approval by a duly authorized representative of the STATE. GRANTEE shall submit an invoice for payment to the CAL FIRE Project Representative of the STATE. A final invoice shall be submitted no later than 30 days after completion, expiration, or termination of this Agreement.
  - b. For services satisfactorily rendered, and upon receipt and approval of invoices for payment, the STATE agrees to compensate GRANTEE for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto, as Attachment 3 Final Project Budget, and made a part of this Agreement.
  - c. Equipment purchased using GRANT FUNDS, wholly or in part, must be used by the GRANTEE for the project which it was acquired. STATE retains a vested interest in the equipment for the useful life of the equipment, even after completion of the grant. GRANTEE shall provide written disposition of the equipment upon completion of the grant and upon any changes to the disposition of the equipment. Such disposition must be approved in advance by STATE. Equipment purchased using GRANT FUNDS cannot be used as collateral, financed, or sold without prior written approval from the STATE.
  - d. GRANTEE shall submit, in arrears, not more frequently than once a month, and no less than quarterly, an invoice to the STATE for costs paid by GRANTEE pursuant to this Agreement. Each invoice shall contain the following information: the Agreement number, the dates or time period during which the invoiced costs were incurred, expenditures for the current invoice and cumulative expenditures to date by major budget category (e.g., salaries, benefits, supplies, etc.), appropriate supporting documentation, project progress reports, and the signature of an authorized representative of GRANTEE as detailed in the Invoice

Guidelines of the Procedural Guide for the CAL FIRE Fire Prevention Grant Program.

- e. GRANT FUNDS in this Agreement have a limited period in which they must be expended. All GRANTEE expenditures must occur prior to the end of the Project performance period of this Agreement.
- f. Except as otherwise provided herein, GRANTEE shall expend GRANT FUNDS in the manner described in the Project Budget Detail approved by the STATE. The dollar amount of an item in the Project Budget Detail may be increased or decreased by up to ten percent (10%) of the budget item through reallocation of funds from another item or items, without approval by the STATE; however, GRANTEE shall notify the STATE in writing in project progress reports when any such reallocation is made, and shall identify both the item(s) being increased and those being decreased. Any increase or decrease of an item of more than ten percent (10%) of the budget item must be approved in writing by the STATE before any such increase or decrease is made. A formal approved amendment is required to increase the total amount of GRANT FUNDS.
- g. GRANTEE shall promptly submit any and all records at the time and in the form as the STATE may request.
- h. GRANTEE shall submit each invoice for payment to:

California Department of Forestry & Fire Protection Attention: David Shy 1968 South Lovers Lane Visalia, CA 93292

- i. Notwithstanding any of the provisions stated within this Agreement, the STATE may at its discretion make advance payment from the grant awarded to the GRANTEE if GRANTEE is a nonprofit organization, a local agency, a special district, a private forest landowner or a Native American tribe. Advance payment made by the STATE shall be subject to the following provisions.
  - GRANTEE shall submit a written request identifying how funds will be used over a six-month period. The written request must be accompanied by an invoice that contains the same level of detail as a regular invoice.
  - GRANTEE shall file an accountability report with STATE four months from the date of receiving the funds and every four months thereafter.

- Multiple advance payments may be made to a GRANTEE over the life of a project.
- No single advance payment shall exceed 25% of the total grant amount and must be spent on eligible costs within six months of the advance payment request. GRANTEE may request additional time to spend advance funds but must be approved in writing by the STATE. The balance of unspent advance payment funds not liquidated within the six-month spending period will be billed for the return of advanced funds to the STATE.
- All work under a previous advance payment must be fully liquidated via an invoice and supporting documentation and completed to the STATE's satisfaction before another advance payment will be made.
- Any advance payment received by a GRANTEE and not used for project eligible costs shall be returned to CAL FIRE. The amount will be returned to the grant balance.
- Advance payments must be deposited into an interest-bearing account. Any interest earned on advance payment funds must be accounted for and used toward offsetting the project cost or returned to the STATE.
- 5. Budget Contingency Clause
  - a. If STATE funding for any fiscal year is reduced or deleted for purposes of the California Climate Investment Fire Prevention Program, the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or if possible and desirable, offer an Agreement amendment to GRANTEE to reflect the reduced amount available for the Project.
- 6. Project Administration
  - a. GRANTEE shall provide the STATE a written report showing total final Project expenditures and matching funds upon Project completion or grant expiration, whichever occurs first. GRANTEE must report to the STATE all sources of other funds for the Project. If this provision is deemed to be violated, the STATE will request an audit of GRANTEE and can delay the disbursement of funds until the matter is resolved.
  - b. GRANTEE shall promptly submit written Project reports as the STATE may request throughout the term of this Agreement.
  - c. GRANTEE shall submit a final accomplishment report, final invoice with associated supporting documentation, and copies of materials developed

using GRANT FUNDS, including but not limited to plans, educational materials, etc. within 30 days of Project completion.

- 7. Financial Records
  - a. GRANTEE shall retain all records described in Section 7(c) below for three (3) years after final payment by the STATE. In the case an audit occurs, all such records shall be retained for one (1) year from the date is audit is completed or the three (3) years, whichever date is later.
  - b. GRANTEE shall maintain satisfactory financial accounts, documents, and records for the Project and make them available to the STATE for review during reasonable times. This includes the right to inspect and make copies of any books, records, or reports of GRANTEE pertaining to this Agreement or matters related thereto.
  - c. GRANTEE shall keep such records as the STATE shall prescribe, including, but not limited to, records which fully disclose (a) the disposition of the proceeds of state funding assistance, (b) the total cost of the Project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the Project cost supplied by other sources, and (d) any other such records as will facilitate an effective audit. All records shall be made available to the STATE, other State of California agency, or other entity as determined by the State of California for auditing purposes at reasonable times.
  - d. GRANTEE shall use any generally accepted accounting system.
- 8. Project Termination
  - a. This Agreement may be terminated by the STATE or GRANTEE upon 30days written notice to the other party.
  - b. If either party terminates the Agreement prior to the completion of the Project, GRANTEE shall take all reasonable measures to prevent further costs to the STATE under the Agreement and the STATE shall be responsible for any reasonable and non-cancelable obligations incurred by GRANTEE in the performance of this Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.
  - c. Failure by GRANTEE to comply with the terms of this Agreement may be cause for suspension of all obligations of the STATE hereunder at the discretion of the STATE.

- d. Failure of GRANTEE to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of the STATE hereunder if in the judgment of the STATE such failure was due to no fault of GRANTEE. At the discretion of the STATE, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
- e. Final payment to GRANTEE may not be made until the STATE determines the Project conforms substantially to this Agreement.
- 9. Hold Harmless
  - a. GRANTEE shall defend, indemnify and hold the STATE, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of GRANTEE, its officers, agents, or employees. The duty of GRANTEE to indemnify and hold harmless includes the duty to defend as set forth in Civil Code Section 2778. This Agreement supersedes GRANTEE's right as a public entity to indemnity (see Government Code Section 895.2) and contribution (see Government Code Section 895.6) as set forth in Government Code Section 895.4.
  - b. GRANTEE waives any and all rights to any type of express or implied indemnity or right of contribution from the STATE, its officers, agents, or employees for any liability resulting from, growing out of, or in any way connected with or incident to this Agreement.
  - c. Nothing in this Agreement is intended to create in the public or in any member of it rights as a third-party beneficiary under this Agreement.
- 10. Tort Claims

### FEDERAL:

The United States shall be liable, to the extent allowed by the Federal Tort Claims Act 28 United States Code 2671-2680, for claims of personal injuries or property damage resulting from the negligent or wrongful act or omission of any employee of the United States while acting within the scope of his or her employment, arising out of this Agreement.

## STATE:

The State of California shall be liable, to the extent allowed by law and subject to California Government Code, Title 1, Division 3.6, providing for the filing of tort claims against the State of California, for personal injuries or property damage resulting from the negligent or wrongful act or omission of State of California employees while acting within the scope of his or her employment, arising out of this Agreement.

#### 11. Nondiscrimination

The State of California prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, sex, marital 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 program. GRANTEE shall not discriminate against any person on any of these bases.

#### 12. Incorporation

The grant guidelines and the Project Scope of Work, Project Budget Detail and any subsequent amendments or modifications to the Project Scope of Work and Project Budget Detail approved in writing by the STATE are hereby incorporated by reference into this Agreement as though set forth in full in this Agreement.

#### 13. Severability

If any provision of this Agreement or the Project Scope of Work thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

#### 14. Waiver

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

#### 15. Assignment

This Agreement is not assignable by GRANTEE either in whole or in part.

ADDENDUM – CALIFORNIA CLIMATE INVESTMENTS (CCI) GRANT PROJECTS

## I. SPECIAL PROVISIONS

- 1. Grant funds shall be used on projects with the primary goal of reducing greenhouse gases (GHGs) and furthering the purposes of California's Global Warming Solutions Act of 2006, Division 25.5 (commencing with Section 38500) of the Health and Safety Code, and related statutes.
- 2. Grant funds shall be used on projects limited to specific activities as described in CCI Grants Procedural Guides.
- 3. Greenhouse gas emissions must be calculated using the CARB Greenhouse Gas Quantification Methodology applicable to the grant program (<u>https://ww2.arb.ca.gov/resources/documents/cci-quantification-benefits-and-reporting-materials</u>).
- 4. Grantee shall report project and benefits information when requested by the State. This may include, but is not limited to, funding expended, acres treated, GHG emissions, trees planted, disadvantaged community benefits, energy/water savings, job creation, and other co-benefits.
- 5. Grantee shall maintain accurate and detailed records documenting project description, project location, and schedule, CCI dollars allocated, and leveraged funds throughout the duration of the project.
- 6. Failure of Grantee to meet the agreed upon terms of achieving required GHG reduction may result in project termination and recovery of funds.

# II. MONITORING AND REPORTING REQUIREMENTS

All funds expended through CCI are subject to emissions reporting and requirements. Grantee is expected to provide the appropriate materials for completing program quantification methodology. Grantee shall use the current reporting template provided by the STATE. The reporting shall be submitted to the STATE no less frequently than quarterly. In addition, STATE may request additional information in order to meet current CARB reporting requirements. The requirements are available on the CARB CCI Quantification, Benefits and Reporting Materials webpage:

https://ww2.arb.ca.gov/resources/documents/cci-quantification-benefits-and-reportingmaterials.

## III. PROGRAM ACKNOWLEDGEMENT/RECOGNITION

1. All projects funded both fully and partially by the GGRF must clearly display, identify and label themselves as being part of the "California Climate Investments" program. The acknowledgement must contain the California Climate Investments and CAL FIRE logos as well as the following statement:

*"Funding for this project provided by the California Department of Forestry and Fire Protection as part of the California Climate Investments Program."* 

A draft of the acknowledgement must be approved by the STATE prior to publication. For stationary projects, acknowledgement may include, but is not limited to, a sign on the project site. For other project types, such as vehicles, equipment, and consumer-based incentives, acknowledgement is encouraged by using a decal, sticker or other signage.

Guidance on California Climate Investments logo usage, signage guidelines, and high-resolution files are contained in a style guide available at: <a href="http://www.caclimateinvestments.ca.gov/logo-graphics-request">www.caclimateinvestments.ca.gov/logo-graphics-request</a>.

2. In addition, all projects funded both fully and partially by GGRF must contain the following statement in public announcements or press releases on said projects:

"The Hartland Hazard Fuel and Tree Reduction Project is part of California Climate Investments, a statewide program that puts billions of Cap-and-Trade dollars to work reducing GHG emissions, strengthening the economy, and improving public health and the environment– particularly in disadvantaged communities. The Cap-and-Trade program also creates a financial incentive for industries to invest in clean technologies and develop innovative ways to reduce pollution. California Climate Investments projects include affordable housing, renewable energy, public transportation, zero-emission vehicles, environmental restoration, more sustainable agriculture, recycling, and much more. At least 35 percent of these investments are located within and benefiting residents of disadvantaged communities, low-income communities, and lowincome households across California. For more information, visit the California Climate Investments website at: www.caclimateinvestments.ca.gov."



## California Department of Forestry and Fire Protection (CAL FIRE) **California Climate Investment Fire Prevention Program Grant Application** Fiscal Year 2017-18 Funding Opportunity



Please fill out this form completely. Be sure to save a copy of this form for your records. Submit 1 printed copy with original signature(s) and 1 electronic copy and all supporting materials to: California Department of Forestry and Fire Protection, Attention: Grants Management Unit - Fire Prevention Program, P.O. Box 944246, Sacramento, CA 94244-2460. E-mail an electronic copy to CALFIRE.Grants@fire.ca.gov. Be sure to include all attachments.

1. Project Tracking #: 17-FP-TUU-0017			CalMapper ID:				
Project Name/Tit	le: Hartland Hazard Fuel and Tree R	eduction Proj	ect				
County: Tulare	CAL FIRE Unit/Cor	tract County:	TUU - Tulare Un	it	Please use this 3-letter Unit identifier for file naming (see questions 6 & 17)		
2. Organizatio	n Type: County		If Other, please specify:				
lf Non-Profit, are	you a registered 501(c)(3)?		Fire Protection Provider: County				
<b>3. Sponsoring Organization:</b> Tulare County Fire Department <b>Project Manager</b> Title:         Division Chief, Emergency Services							
First Name: Jeff			Last Name: N	Last Name: McLaughlin			
Address 1: 835 S	. Akers St.						
Address 2:							
City: Visalia	City: Visalia State: California Zip Code: 93277						
Phone Number:	lumber: 559-802-9800 Se			Secondary Phone Number: 559-802-9802			
Email Address:	Address: JEMcLaughlin@co.tulare.ca.us			Fax Number:	559-687-6919		
	in our octivity is founding hoirs						

#### 4. For which <u>primary</u> activity is funding being requested?

**Fuel Reduction** 

5. Grant Period: Please provide the estimated start date and completion date for your project. Projects MUST be completed by March 15, 2022. Note that final billing is due 30 days after project completion. Please use MM/DD/YYYY format.

Project Start Date: 08/16/2021

Project Completion Date: 11/30/2021

Tracking #: 17-FP-TUU-0017

**6. Project Location:** Identify a central point that identifies the general area of project activities. Enter the information in NAD 83 - degrees, minutes and seconds in whole numbers. Enter Longitude as a positive number.

A <u>REQUIRED</u> component of the application is the usage of the Fire Prevention Grant Project/Treatment Area Mapping Program. The mapping program and directions can be found here: <u>http://calfire.ca.gov/fire\_prevention/</u> <u>firepreventiongrants</u>



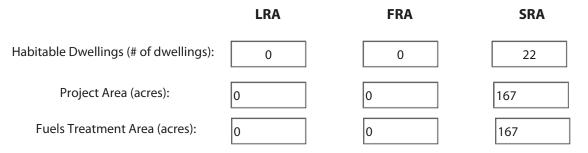
Latitude must be between 32 and 42 degrees. Longitude must be between 114 and 125 degrees. Latitude and Longitude minutes and seconds must be between 0 and 60. For planning or public education projects, use a central point in the WUI for the general area covered by the project.

Please attach a Project map in PDF format with geographic information describing your project location. The map should show the surrounding area in relation to the project. **File naming convention:** Features should be named with the Tracking # and Feature Type. *Example: 17-FP-UUU-XXXX-MAP.pdf* 

"**Project Area**" is the general area where project activities will reduce wildfire risk and/or damage. All projects must have a project area. For planning or public education grants or other projects that don't have well-defined boundaries, provide a map that generally covers the area. For example, for a county-wide public education project, the map should identify the populated portion of the WUI in the county.

#### 7. Project Area Statistics:

For all projects, give an estimate of the project area size and include an estimate of the number of habitable structures impacted by the project. Provide the size of the treatment area for projects that include fuels treatment.



#### 8. SRA Fire Hazard Severity Zones (FHSZ):

What SRA Fire Hazard Severity Zones (FHSZ) are in the project area? SRA Fire Hazard Severity Zone ratings are available at: <a href="http://calfire.ca.gov/fire\_prevention/fire\_prevention\_wildland\_zones.php">http://calfire.ca.gov/fire\_prevention/fire\_prevention\_wildland\_zones.php</a>

Please provide an approximate number of acres or percentage of the project area in each zone.



Acres Note: Total acres must be the same as Item 7 Project Area (Acres). Percent Note: Total % must be 100%

Tracking #: 17-FP-TUU-0017

#### 9. Limiting Factors:

Are there any existing forest or land management plans; Conservation Easements; Covenant, Conditions & Restrictions (CC&R's); matters related to zoning; use restrictions, or other factors that can or will limit the fire prevention proposed activity?

**If checked**, describe existing plan(s) and the limitations, if any, in the attached Scope of Work.

#### **10. Timber Harvest Plans:**

For fuel reduction projects, is there a timber harvesting document on any portion of the proposed project area for which a "Notice of Completion" has not been filed with CAL FIRE?

**If checked**, provide the THP identification number and describe the relationship to the project in the attached Scope of Work document.

TF	HP ID Number:						
<b>11. Communities at Risk:</b> Is the project associated with a community that is listed as a Community At Risk? See <a href="http://osfm.fire.ca.gov/fireplan/fireplanning_communities_at_risk.php">http://osfm.fire.ca.gov/fireplan/fireplanning_communities_at_risk.php</a>							
If yes, what is the name of the community(ies)? If none, enter "none".	Badger						
	Number of Community(ies) at Risk: 1						
<b>12. Disadvantaged/Low Income Community(ies):</b> Does the project contain a Disadvantaged and/or Low Income Community? See <a href="https://www.arb.ca.gov/cc/capandtrade/auctionproceeds/communityinvestments.htm">https://www.arb.ca.gov/cc/capandtrade/auctionproceeds/communityinvestments.htm</a> Yes Xo							
If yes, select all that applies: Disad	vantaged 🗌 Low Income 📄 Both 📄 Buffer Zone						
13. Describe how your proposal would reduce the total amount of wildfire (and thereby reduce wildfire emissions) around							

communities, homes, infrastructure, and other highly valued resources. Please focus on GHG benefits. (limited to space provided):

This project will reduce approximately 2,672 tons of fuel and stored carbon potential. It will also diminish the spread of fire from the
wildland into the wildland urban interface, protecting 22 habitable residential structures and 55 residents.

#### 14. Project Budget:

What is the proposed budget? Please include a discussion of the project budget in the Scope of Work and enter the amount from the Project Budget workbook (.xls).

Budget item	Amount
Grant Portion of project (\$)	\$198,290.00
Equipment Purchases (\$)	
Partners (\$)	
Total Project Budget (\$)	198,290

#### **15. Local Wildland Fire Risk Reduction Plans:**

Is the project in, consistent with, or build on a larger plan that deals with the risk and potential impact to habitable structures in the WUI covered by this project? If so, discuss in the Scope of Work. *Select all that apply.* 

🔀 CAL FIRE Unit Strategic Fire Plan	Homeowners' Association Plan	Fire Safe Council Action Plan
County Fire Department Strategic Fire Plan	Local Fire Department Plan	FIREWISE Community Assessment
Other Local Plan (Identify in Scope of Work)	🔀 Local Hazard Mitigation Plan	Community Wildfire Protection Plan

Tracking #: 17-FP-TUU-0017

Project Name: Hartland Hazard Fuel and Tree Reduction Project

#### 16. CEQA Compliance:

Describe how compliance with the California Environmental Quality Act (CEQA) will be achieved in the Scope of Work. Is there an existing (CEQA) document that addresses this project or can be used to meet CEQA requirements?

Please indicate the CEQA document type: Will File are exempt from CEQA, so

Document Identification Number

For planning, education and other projects that are exempt from CEQA, select "Not Applicable".

#### 17. Application Submission:

<u>NOTE TO APPLICANT</u>: If you modify the language contained in any part of this document, other than to fill in the blanks, or to provide requested information, your application <u>will</u> be rejected.

Note: Replace XXXX in the file name with the project's ID Number.

Note: Replace UUU in the file name with the 3-letter identifier for the Unit where the project is located. Unit identifiers are listed in the instructions for this application form.

US Mail	Email	Attachments	File Name
$\boxtimes$	$\boxtimes$	Application Form (.pdf)	17-FP-TUU-0017-Application.pdf
$\boxtimes$	$\boxtimes$	Scope of Work	17-FP-TUU-0017-SOW.doc
$\boxtimes$	$\boxtimes$	Project Budget	17-FP-TUU-0017-Budget.xls
$\boxtimes$	$\boxtimes$	Project Map (.pdf)	17-FP-TUU-0017-MAP.pdf
		Articles of Incorporation (.pdf)	not required

I certify that the above and attached information is true and correct:

Original Signature Required: Grantee's Authorized Representative			Date Signed
Printed Name Jeff McLaughli	n	Title	Division Chief, Emergency S
Executed on: Jun 6, 2018	at Visalia		
Date	City		
	Print Form		

Please fill out this form completely. Be sure to save a copy of this form for your records. Submit one (1) electronic copy in fillable PDF format with all supporting materials to <u>CALFIRE.Grants@fire.ca.gov</u>. Please use "Fire Prevention Program Project Application" in the E-mail subject line and include yourself as a cc. Your CC will be proof of your submittal. In addition, submit one (1) hard copy with signatures and all supporting materials to : **California Department of Forestry and Fire Protection**, **Attention: Grants Management Unit - Fire Prevention Program, P.O. Box 944246, Sacramento, CA 94244-2460**. Hard copy will need to be postmarked no later than <u>June 6, 2018</u>. Electronic copy must be submitted no later than <u>June 6, 2018 at 3:00 pm</u> **PST**. Applications postmarked after this date and time will be considered late.

If you would like to mail the hard copy via expedited/overnight mail, please E-mail <u>CALFIRE.Grants@fire.ca.gov</u> for the physical mailing address.

Tracking #: 17-FP-TUU-0017

Project Name: Hartland Hazard Fuel and Tree Reduction Project



California Department of Forestry and Fire Protection (CAL FIRE) California Climate Investments Fire Prevention Grants Program Project Scope of Work



## Project Name: Hartland Hazard Fuel and Tree Reduction Project

## Project Tracking Number: 17-FP-TUU-0017

**Project Description Summary:** Please provide a paragraph summarizing proposed project including the location, habitable structures, acres treated, etc.

The Hartland Hazard Fuel and Tree Reduction Project is located adjacent to the communities of Hartland and Badger in Tulare County and Pinehurst in Fresno County, along Eshom Valley Drive. This project will focus on the modification of vegetation and the creation of a strategically located fuel break adjacent to Hartland Christian Camp reducing the available fuel and thus increasing roadside safety, securing the vital ingress and egress route for residents evacuating from fast moving wildland fires, and reducing the spread of fire from the wildland into the wildland urban interface. Eshom Valley Drive is a county maintained road that spans 7 miles and is the only ingress and egress for 55 permanent residents and 1,000 seasonal residents. Additionally, Hartland is located less than 4 miles from the communities of Pinehurst and Badger. 52% (88 acres) of this proposed project is located in the Very High Fire Severity Zone with 48% (79 acres) of the project in the High Fire Severity Zone. This project will modify and remove 167 acres of fuel from the roadway upslope creating a safe evacuation route and reducing the impact to the community from a fast moving wildland fire. The project will also have a minimum of two public chipper days that should have a positive effect on the community's defensible space. Additionally, the Hartland Hazard Fuel and Tree Reduction Project will link Phase One of Tulare County Hazard Tree Removal Project and Phase Three. The fuel along Eshom Valley Drive consists of heavy brush and indigenous conifers ranging from 3-24 DBH. The conifer stands located in the project area are in a Tier 1 High Hazard Tree Mortality Zone averaging 45 dead or dying trees per acre. This evacuation route is identified in the Tulare County Community Evacuation plan as the only route of travel for 22 habitable residential structures and Hartland Christian Camp. This project will modify the vegetation by chipping.

# A. <u>Scope of Work</u>

This item is broken into project specific criteria depending on the type of project being proposed: planning, education or hazardous fuel reduction. Please <u>answer one section</u> <u>of questions</u> that pertain to the primary activity type for your project.

## Section 1: Hazardous Fuel Reduction/Removal of Dead or Dying Tree Projects

- 1. Describe the geographic scope of the project, including an estimate of the number of habitable structures and the names of the general communities that will benefit.
- 2. Describe the goals, objectives, and expected outcomes of the project.

- 3. Provide a clear rational for how the proposed project will reduce the risks associated with wildfire to habitable structures in the WUI.
- 4. Identify any additional assets at risk to wildfire that will benefit from the proposed project. These may include, but are not limited to, domestic and municipal water supplies, power lines, communication facilities and community centers.
- 5. Is the scale of the project appropriate to achieve the stated goals, objectives and outcomes discussed in Item 2 above?
- 6. How will the project/activity utilize the left over woody biomass? Will the project/activity use a biomass facility to reduce greater greenhouse gas emissions?

## **Section 2: Planning Projects**

- 1. Describe the geographic scope of the project, including the communities that will benefit, and an estimate of the number of structures within the project area.
- 2. Describe how the project will assess the risks to residents and structures in the WUI and prioritize projects to reduce this risk over time.
- 3. Does the proposed plan add or build upon previous wildfire prevention planning efforts in the general project area?
- 4. Identify a diverse group of key stakeholders, including local, state, and federal officials where appropriate, to collaborate with during the planning process. Discuss how the project proponent plans to engage with these targeted stakeholders.
- 5. Describe the pathways for community involvement that will be incorporated in the planning process.

## Section 3: Education

- 1. Describe the specific message of the education program and how it relates to reducing the risk of wildfire to owners of structures in the WUI.
- 2. Describe the target audience of the education program and how information will be distributed to this audience.
- 3. Will the education program raise the awareness of homeowner responsibilities of living in a fire prone environment?
- 4. Identify specific actions being advocated in the education material that is expected to increase the preparedness of residents and structures in the WUI for wildfire.
- 5. Describe the expected outcome of the education in terms of increased or changed public awareness about wildfire.

Answer only 1 set of questions from above, depending on your project; Fuel Reduction, Planning or Education.

## Section 1: Hazardous Fuel Reduction/Removal of Dead or Dying Tree Projects

- 1. The geographical scope of this project is 167 acres on an east aspect above the community of Hartland. This project is adjacent to 22 habitable residential structures in the community of Hartland and approximately 200 habitable residential structures in the adjacent communities of Pinehurst and Badger.
- 2. This project will focus on the modification of vegetation by creating a fuel break adjacent to Hartland Christian Camp reducing the available fuel and increasing roadside safety, securing the vital ingress and egress route for residents evacuating from fast moving wildland fires, and reducing the spread of fire from the wildland into the wildland-urban interface. Additionally, through strategic public outreach the goal is to enhance public knowledge of wildland fire safety, readiness, and to create public chipping days for a population of approximately 400. In order to accomplish the objective of this project, it is proposed that Tulare County Fire Department's current ten person fuels crew physically remove or chip vegetation in the designated 167 acres of this proposed project. This will create a safe evacuation route and reduce fire intensity and spread from impacting the community of Hartland. The expected outcome of the project includes the reduction of wildfire risk that could possibly impact 22 habitable residential structures within the State Responsibility Area, improving community wildfire awareness, and physically removing vegetation, reducing fire intensity and greenhouse gases.
- 3. Eshom Valley Drive is a county maintained road located in the State Resource Area and in a Very High Fire Severity Zone and a Tier 1 High Hazard Tree Mortality Zone that is mid-slope and serves as the only ingress and egress for 22 habitable residential structures and Hartland Christian Camp. The geographical location of the majority of the residences are upslope from the roadway on a West facing slope that is in alignment with a normal diurnal mountain wind system. The geographic location of the structures, the proximity of the roadway, the dense vegetation, and the normal diurnal winds, combined with the intense devastation of tree mortality to the landscape, creates an environment that could result in explosive fire behavior and a catastrophic loss of life and property.

## Section 1: Hazardous Fuel Reduction/Removal of Dead or Dying Tree Projects

- 4. The Hartland Hazard Fuel and Tree Reduction Project will directly benefit in the protection of several key assets and critical infrastructure that are at risk from wildland fires. These assets and infrastructure are a 40,000 gallon water tank, a community wastewater treatment facility, and public utilities. If the water system was incapacitated during a wildfire, the ability for the defense of structures would be drastically reduced due to the remote location of the habitable residential structures located on Eshom Valley Drive. In this case the nearest available water source to mitigate an incident of any magnitude would be 15 miles away. The reflex time to keep an adequate water supply for structure defense if this water system was out of service would be inadequate for effective operations. As mentioned previously the residents of Eshom Valley Drive reside in an area with a single ingress and egress. If a wildfire was to impact Eshom Valley Drive and residents were unable to evacuate, this critical infrastructure would be key in the protection of structures, the movement of civilians and the effectiveness of operations.
- 5. The Hartland Hazard Fuel and Tree Reduction Project is currently within the Tulare County Fire Department's ability and scope to complete with our current fuels crew. This work force is solely dedicated to fuels projects that focuses on hazard tree removal and fuel reduction that impact evacuation routes. The County currently owns several chippers and has the ability to coordinate, complete, and organize all proposed work for this project for the following reasons: Past experience with completing similar projects, currently has the work force, has the majority of needed equipment and supplies, has the support from the community, has experience with estimating the size and scope of fuels projects, and has a great working relationship with Cal Fire and allied agencies. The above would be the County of Tulare's in-kind contribution to this project.
- 6. The Hartland Hazard Fuel and Tree Reduction Project will utilize the left over woody BIO mass by chipping and removing excess, and assisting the community with drought tolerant wood chips for landscaping. Due to the distance (91 miles one way) from the project to the nearest biomass facility this project will not utilize biomass as a means to remove fuel.

# B. <u>Relationship to Strategic Plans</u>

Does the proposed project support the goals and objectives of the California Strategic Fire Plan, the local CAL FIRE Unit Fire Plan, a Community Wildfire Protection Plan (CWPP), County Fire Plan, or other long term planning document?

The Hartland Hazard Fuel and Tree Reduction Project supports the goals and objectives of the California Strategic Fire Plan, the local Cal Fire Unit Plan, the 2010 Tulare County Community Wildfire Protection Plan, Local Hazard Mitigation Plan, and is supported by the Tulare County Resource Conservation District.

# C. <u>Degree of Risk</u>

- 1. Discuss the location of the project in relation to areas of moderate, high, or very high fire hazard severity zone as identified by the latest Fire and Resource Assessment Program maps. Fire hazard severity zone maps by county can be accessed at: <a href="http://www.fire.ca.gov/fire\_prevention/fire\_prevention\_wildland\_zones\_maps.php">http://www.fire.ca.gov/fire\_prevention/fire\_prevention/fire\_prevention\_wildland\_zones\_maps.php</a>
- 2. Describe the geographic proximity of the project to structures at risk to damage from wildfire in the WUI.
  - 1. Of the 167 acres, 88 acres (52%) of the Hartland Hazard Fuel and Tree Reduction Project is located in a Very High Fire Hazard Severity Zone and a Tier 1 High Hazard Tree Mortality Zone adjacent to the wildland-urban interface. The remainder of the project, 48%, is located in the Very High Fire Severity Zone. Additionally, this project is located upslope from the community of Hartland which is classified as a Very High Fire Severity Zone and has a population of approximately 55 permanent residents and 1,000 seasonal residents.
  - 2. Hartland Hazard Fuel and Tree Reduction Project is the primary access point for 22 habitable residential structures and a population of 55 permanent residents and 1,000 seasonal residents. Additionally, this project is located less than 4 miles away from the communities of Badger and Pinehurst with a combined population of approximately 200. The location of the project, the proximity of the roadway, the dense vegetation, and the normal diurnal winds, combined with the intense devastation of tree mortality to the landscape, creates an environment that could result in explosive fire behavior and a catastrophic loss of life and property. There is no recent recorded fire history in the community of Hartland.

# D. <u>Community Support</u>

- 1. Does the project include any matching funds from other funding sources or any inkind contributions that are expected to extend the impact of the proposed project?
- 2. Describe plans for external communications during the life of the project to keep the effected community informed about the goals, objectives and progress of the project. Activities such as planned press releases, project signage, community meetings, and field tours are encouraged.
- 3. Describe any plans to maintain the project after the grant period has ended.
- 4. Does the proposed project work with other organizations or agencies to address fire hazard reduction at the landscape level?

- 1. This project does not include matching funds, however, the in-kind contribution includes the use of County owned existing resources thus reducing the overall cost of the project. Those resources include several County owned chippers, saws, vehicles, hand tools, a current work force, and engaged community partnerships.
- 2. Information that would be provided to the public would include public outreach, project updates, and wildland fire readiness through a 4 step process:
  - i. Step 1- Notification- Notify the community through a press release and social media release of the awarded grant, attend town hall meetings, meet with allied agencies and stakeholders, and attend other community meetings to inform the community of the awarded grant.
  - ii. Step 2- Publicize- Internally produce road signs and place them in key locations around the project site and community, internally produce handouts that describe the project and inform the public of the funding source, provide a timeline for the project, provide the location, size, scope of the project, and provide information on all allied agencies that are involved.
  - iii. Field Tours- Provide guided field tours before, during, and after the project is completed with key stakeholders. Additionally, provide drone footage of the project that can be released to the public via social media that would give a guided tour for those unable to attend.
  - iv. Step3- Monitor- Provide the public monthly updates and continue to reevaluate the progress through comprehensive documentation by photography and drone footage.
- 2. The Hartland Hazard Fuel and Tree Reduction Project can be maintained through a collaborative effort between Cal Fire, Tulare County Fire, Oak to Timberline Fire Safe Council, and the Tulare County Resource Conservation District as all parties have a vested interest in the protection of structures and the watershed. Maintenance would include the continued monitoring of the project and upkeep as necessary.
- 3. The Hartland Hazard Fuel and Tree Reduction Project will work collaboratively with Tulare County Fire, Cal Fire, Tulare County Resource Management Agency, Tulare County Resource Conservation District, Oak to Timberline Fire Safe Council, and Community members, to address fire hazard reduction at the landscape level. All agencies have jurisdictional boundaries in close proximity to the project.

## E. <u>Project Implementation</u>

- 1. Discuss the anticipated timeline for the project. Make sure to take seasonal restrictions into account.
- 2. Verify the expected timeframes to complete the project will fall under the

Project Tracking Number: 17-FP-TUU-0017

March 15, 2022 deadline.

- 3. Describe the milestones that will be used to measure the progress of the project.
- 4. Describe measurable outcomes (i.e. project deliverables) that will be used to measure the project's success.
- 5. If applicable, how will the requirements of the California Environmental Quality Act (CEQA) be met?
  - 1. It is anticipated that the Hartland Hazard Fuel and Tree Reduction Project will start on August 16, 2021 and end approximately on November 30, 2021. This estimate is based on 167 treated acres with a work force of 10 personnel working four ten hour days per week for a total of 64 days. Due to the elevation of the project, it is anticipated that seasonal restrictions should not be an issue with the anticipated timeline.
  - 2. All work on this project will meet the expected March 15, 2022 deadline.
  - 3. The milestones used to measure the progress of the project will be determined by several predetermined decision points, that can provide information on production rates, effectiveness, safety, and public outreach. These decision points will be identified on the project map and will result in be a collaborative discussion between the command staff and finance staff of Tulare County Fire Department, allied agencies, and key community stakeholders.
  - 4. The measurable outcomes will be based on the following anticipated goals: effective public outreach, effective community involvement, adequate equipment, allied agency satisfaction, and production rates.
  - 5. The County of Tulare will complete all California Environmental Quality Act requirements. The County has the ability and capacity to perform this internally through Tulare County Resource Management agency, or externally by contractor. Additionally, as required, an internal or external RFP will be available to consult and conduct site visits.

# F. <u>Administration</u>

- Describe any previous experience the project proponent has with similar projects. Include a list of recent past projects the proponent has successfully completed if applicable. Project proponents having no previous experience with similar projects should discuss any past experiences that may help show a capacity to successfully complete the project being proposed. This may include partnering with a more experienced organization that can provide project support.
- 2. Identify who will be responsible for tracking project expenses and maintaining project records in a manner that allows for a full audit trail of any awarded grant funds.

1. The Tulare County Fire Department has completed 3 tree mortality projects within the past year and is currently undertaking its fourth project. These projects have treated nearly 1,000 dead or dying trees on State and Federal lands. This has provided Tulare County Fire with the ability to complete proposed work, experience in the financial reimbursement process, and given valuable needed experience in forecasting and planning fuels reduction projects. Tulare County Fire has the full capacity to complete this project with its current work force. Additionally, Tulare County Fire has successfully received over \$500,000 in Local Area Tree Mortality money and is anticipated to spend 2.2 million dollars in approved tree mortality projects over the next two years.

## **Completed projects**

Tree Mortality Balch Park Project Tree Mortality Posey Project Tree Mortality Eshom Project

## **Current Projects**

Local Area Tree Mortality project Parker Pass

2. As stated previously, the Tulare County Fire Department and the County of Tulare is experienced with cost tracking, reimbursement, and record keeping on past fuel reduction projects as well as disaster recovery. The current and proposed process for capturing costs, tracking expenses, and maintaining records is a bi-weekly reconciliation of all equipment expenditures, personnel costs, supply costs, and consumable costs. These figures are reviewed by the supervising Battalion Chief, Operations Division Chief, and Administrative Service Officer in comparison to the weekly projected cost or proposed cost per acre of the project. This allows for financial forecasting and the management of all records and retention for 5 years.

# G. <u>Budget</u>

A detailed project budget should be provided in an Excel spreadsheet attached to this grant application. The space provided here is to allow for a narrative description to further explain the proposed budget.

- 1. Explain how the grant funds, if awarded, will be spent to support the goals and objectives of the project. If equipment grant funds are requested, explain how the equipment will be utilized and maintained beyond the life of the grant.
- 2. Are the costs for each proposed activity reasonable for the geographic area where they are to be performed? Identify any costs that are higher than usual and explain any special circumstances within the project that makes these increased costs necessary to achieve the goals and objectives of the project.
- 3. Is the total project cost appropriate for the size, scope, and anticipated benefit of the project?

- 4. Identify all Indirect Costs and describe why they are necessary for a successful project implementation. Administrative expenses to be paid by the Fire Prevention Grants must be less than 12% of the total grant request (excluding equipment).
- 5. Explain each object category in detail and how that would support meeting the grant objectives.
  - If awarded, grant funds will be spent on salaries and benefits (61%), a California Environmental Quality Act study of the project (17%), mileage (2%), supplies (6%), public outreach (2%), and indirect costs of 11%.
  - It is believed this project is within reason as \$157,240 of the requested \$198,290 is over two-thirds of the money and is for salaries, benefits, and CEQA compliance.
  - 3. The project is appropriate for the size, scope, and anticipated benefit. The cost of the project is estimated at \$198,290 and could possibly save homeowners, Tulare County Fire, and Cal Fire millions of dollars in preventing the loss of structures.
  - 4. The indirect cost related to the Hartland Hazard Fuel and Tree Reduction Project includes the recovery of the administrative cost to administer the grant, produce maps, produce Incident Action Plans, facilitate personnel and staffing, track costs, accounts payable process, worker's compensation process, payroll process, human resources procurement, risk management assessment, maintain records, provide public outreach, and submit reimbursements. The total projected indirect cost is 11% of the overall project cost for a total of \$19,650. This percentage is the current administrative fee adopted by the County of Tulare in the fiscal year 2017/2018 fee schedule.

5. It is proposed that the Hartland Hazard Fuel and Tree Reduction Project will cost \$198,290 dollars. Of that total cost, it is estimated that \$108,800 will be spent on labor and \$13,440 will be spent on employee benefits for the Tulare County Fire Department 10 person fuels crew. The project is proposed to take 64 days from start to finish at \$1,700 a day for labor and \$210 a day for employee benefits. Additionally, the project will need a comprehensive California Environmental Quality Act report completed prior to working on site, it is estimated this will cost \$35,000. Along with the above mentioned costs it is estimated that the fuels crew will drive 125 miles round trip per day. The estimated mileage cost is projected at \$4,400 dollars. Additionally, miscellaneous consumable supplies of bar oil, fuel mix, paint, flagging, and additional consumable items are also budgeted for a total of \$3.300. Small tools on the Hartland Hazard Fuel and Tree Reduction Project will consist of chainsaw chain, files (for tools and saws), pulaskis, mcleods, shovels, rakes and brooms, chaps and other miscellaneous tools for clearing brush for a total of \$1,800. The project has also budgeted personal protective equipment for each fuels crew member at \$500 per employee totaling \$5,000. That includes 2 pairs of gloves, 2 pairs of pants, 1 brush coat, 1 pair of goggles, and safety glasses. Additional supplies include the purchase of 2 Stihl 461 chainsaws for \$2,400 to clear brush, remove ladder fuels and remove trees. The project will consist of public outreach through traditional media, road signs, social media, drone footage, and pamphlets. It is anticipated this will cost \$4,500. Lastly to recover the administrative cost to administer the grant, produce maps, produce incident action plans, facilitate personnel and staffing, track costs, maintain records, and submit reimbursement an indirect cost of 11% for a total of \$19,650 was calculated. If awarded, grant funds will be spent on salaries and benefits (61%), a California Environmental Quality Act study of the project (17%), mileage (2%), supplies (6%), public outreach (2%), and indirect costs of 11%.

## H. <u>California Climate Investments</u>

The space provided here is to allow for a narrative description to further explain how the project/activity will reduce Greenhouse Gas emissions.

- 1. How will the project/activity reduce Greenhouse Gas emissions?
- 2. Is the project located in a Low-Income or Disadvantaged Community? If not, does the project benefit those communities. Please explain.
- 3. What are the expected co-benefits of the project/activity (i.e. environmental, public health and safety, and climate resiliency)?
- 4. When are the Greenhouse Gas emissions and/or co-benefits expected to occur and how will they be maintained?

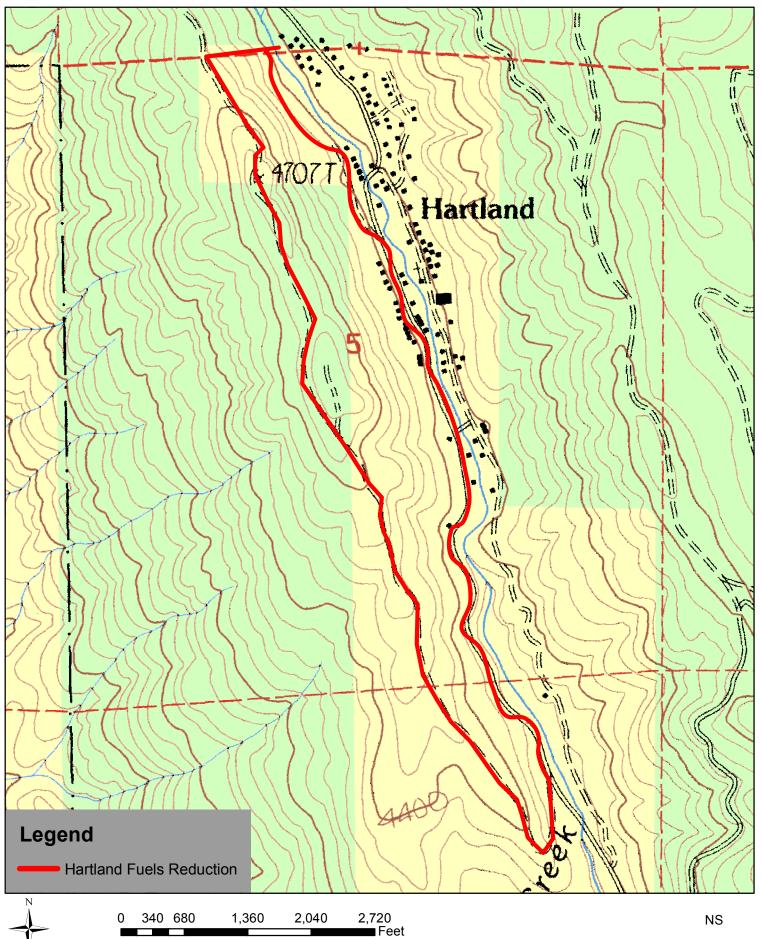
- 1. The Hartland Hazard Fuel and Tree Reduction Project will reduce the amount of available fuel consumed by wildfire. The reduction of fuel will ultimately reduce the probability of fire occurrence and size, reducing the carbon within the treated area if a fire were to occur. This in turn would reduce the available stored carbon potential. The project is proposed to reduce an estimated 3,507 tons of fuel drastically reducing greenhouse emissions. Along with the reduction of stored carbon, this project will reduce the potential for a wildland fire to spread into the wildland-urban interface, resulting in reduction of numerous other greenhouse gases that could be released into the atmosphere from structures, outbuildings, and vehicles impacted by fire.
- 2. This Hartland Hazard Fuel and Tree Reduction Project is not located in an area classified as low income or disadvantaged.
- 3. Tulare County is ranked third in the U.S. for the poorest air quality by the American Lung Association. This project has a great potential to reduce greenhouse gases and stored carbon. This project will have a positive outcome in relation to air quality and PM 10 particulates thus improving the environment. Additional co-benefits from the Hartland Hazard Fuel and Tree Reduction Project are the improvement of roadside safety, reducing the threat to the wildland-urban interface, increasing wildland fire readiness and preparedness in the community, improved defensible space through public chipper days, the reduction of stored carbon and improved air quality, improving the community's outlook and making the community more fire wise, and improving the resiliency of the eco system. While all the above listed benefits of this project are a drastic improvement, the largest benefit to the 22 habitable residential structures and 1,000 seasonal residents who reside in Eshom Valley, is the reduction of fuel surrounding the community. The conifer stands located in the project area are in a Tier 1 High Hazard Tree Mortality Zone averaging 45 dead or dying trees per acre.
- 4. It is expected that the Hartland Hazard Fuel and Tree Reduction Project will provide immediate benefits within the first few weeks by improving roadside safety, defensible space, the reduction of stored carbon, and improving the community's wildland fire preparedness. The long term benefits and cobenefits can be maintained as necessary by Tulare County, Cal Fire, Oak to Timberline Fire Safe Council, Tulare County Resource Conservation District, or a combination of all as necessary.

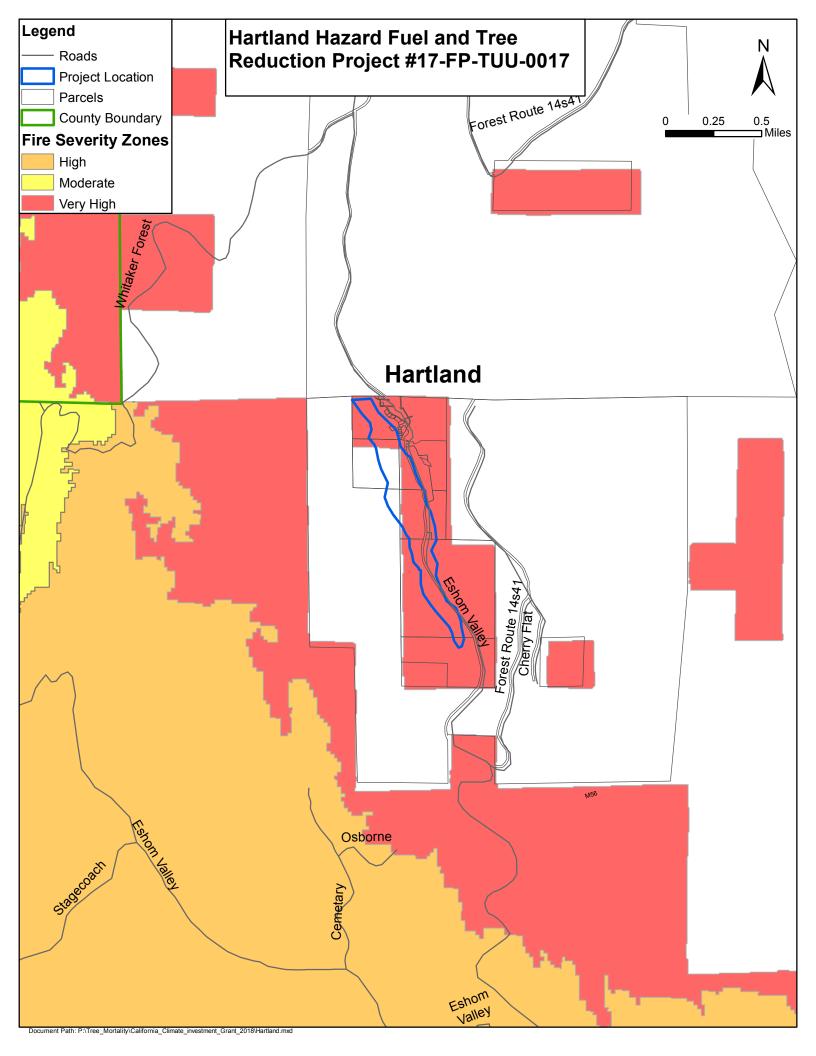
Tracking #:	17-FP-T	UU-0017
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**Project Budget** 

Budget	Item Description		Cost Basi	s		С	ost Shai	e			Fur	nding Source				Total
Category		Quantity	Units	c	ost/Unit	Grant	(%) Grantee	Partner		Grant	1	(\$) Grantee	1	Partner(s)		(\$)
A. Salaries a																
1	10 Person Fuels Crew	64	Days	\$	1,700	100%	0%	0%		108,800	\$	-	\$	-	\$	108,800
_		0	Days	\$	-	0%	0%	0%	\$	-	\$	-	\$	-	\$	-
-		0	Hours Days	\$ \$	-	0% 0%	0% 0%	0% 0%	\$ \$		\$ \$	-	\$ \$	-	\$ \$	-
-		0	Hours	\$	-	0%	0%	0%	ې \$		\$		\$		ې \$	
		0	Hours	\$	-	0%	0%	0%	\$	-	\$	-	\$	-	\$	-
		0	Hours	\$	-	0%	0%	0%	\$	-	\$	-	\$	-	\$	-
		0	Hours	\$	-	0%	0%	0%		-	\$	-	\$	-	\$	-
B. Employe	Sub-Total Salaries and Wages:								\$	108,800	\$	-	\$	-	\$	108,800
	10 Person Fuels Crew	64	Days	\$	210	100%	0%	0%	\$	13,440	\$	-	\$	-	\$	13,440
		0	Days	\$	-	0%	0%	0%	\$	-	\$	-	\$	-	\$	-
_		0	Hours	\$	-	0%	0%	0%	\$	-	\$	-	\$	-	\$	-
-		0	Days	\$	-	0%	0%	0%		-	\$	-	\$	-	\$	-
-		0	Hours Hours	\$ \$	-	0% 0%	0% 0%	0% 0%	\$ \$	-	\$ \$	-	\$ \$	-	\$ \$	-
F		0	Hours	\$	_	0%	0%	0%	\$	-	\$	-	\$	-	\$	
		0	Hours	\$	-	0%	0%	0%		-	\$	-	\$	-	\$	-
	Sub-Total Employee Benefits:								\$	13,440	\$	-	\$	-	\$	13,440
C. Contractu																
(	CEQA	1	Report		35,000	100%	0%	0%		35,000	\$	-	\$	-	\$	35,000
		0	Days Each	\$ \$	-	0% 0%	0% 0%	0% 0%	\$ \$	-	\$ \$	-	\$ \$	-	\$ \$	-
		0	Acres	ې \$	-	0%	0%	0%		-	\$	-	\$	-	ې \$	-
		0	Miles	\$	-	0%	0%	0%		-	\$	-	\$	-	\$	-
	Sub-Total Contractual:								\$	35,000	\$	-	\$	-	\$	35,000
D. Travel &																
ſ	Vileage	8000 0	Miles Days	\$ \$	-	100% 0%	0% 0%	0% 0%	\$ \$	4,400	\$ \$	-	\$ \$	-	\$ \$	4,400
-		0	Days	\$	-	0%	0%	0%	-		\$ \$		\$	-	ې \$	-
		0	Days	\$	-	0%	0%	0%		-	\$	-	\$	-	\$	-
	Sub-Total Travel & Per Diem:			• •					\$	4,400	\$	-	\$	-	\$	4,400
E. Supplies		r		1.							1.4		1.			
	Consumable Supplies Small Tools	30 15	Each Each	\$ \$	110 120	100% 100%	0% 0%	0% 0%	\$ \$	3,300	\$ \$	-	\$ \$	-	\$ \$	3,300 1,800
	Personal Protective Equipment	5	Each	ې \$	1,000	100%	0%	0%		5,000	\$ \$		\$	-	ې \$	5,000
	Chainsaws	2	Each	\$	1,200	100%	0%	0%	\$	2,400	\$	-	\$	-	\$	2,400
			Each				0%	0%		-	\$	-	\$	-	\$	-
•	Sub-Total Supplies:								\$	12,500	\$	-	\$	-	\$	12,500
F. Equipme	nt	1	Fach	1		00/	00/	00/	Ċ		Ċ		Ċ		Ċ	
-		1	Each Each			0% 0%	0% 0%	0% 0%		-	\$ \$	-	\$ \$	-	\$ \$	-
		1	Each			0%	0%	0%	\$	-	\$	-	\$	-	\$	-
		0	Each	\$	-	0%	0%	0%	-	-	\$	-	\$	-	\$	-
		0	Each	\$	-	0%	0%	0%		-	\$	-	\$	-	\$	-
	Sub-Total Equipment:								\$	-	\$	-	\$	-	\$	-
G. Other Co	o <b>sts</b> Public Outreach	1	Each	\$	4,500	100%	0%	0%	\$	4,500	\$		\$		Ś	4 500
	usit Outred(II	0	Each	> \$	4,500	100%	0%	0%		4,500	\$ \$	-	\$ \$	-	ې \$	4,500
		0	Each	\$	-	0%	0%	0%		-	\$	-	\$	-	\$	-
		0	Each	\$	-	0%	0%	0%	\$	-	\$	-	\$	-	\$	-
		0	Each	\$	-	0%	0%	0%		-	\$	-	\$	-	\$	-
		0	Each	\$	-	0%	0%	0%		-	\$	-	\$	-	\$	-
		0	Each Each	\$ \$	-	0% 0%	0% 0%	0% 0%		-	\$ \$	-	\$ \$	-	\$ \$	-
		0	Each	ې \$	-	0%	0%	0%		-	\$	-	\$	-	ې \$	-
		0	Each	\$	-	0%	0%	0%	\$	-	\$	-	\$	-	\$	-
	Sub-Total Other Costs								\$	4,500	\$	-	\$	-	\$	4,500
Total Dire	ct Costs								\$	178,640	\$	-	\$	-	\$	178,640
Indirect Co	Osts (Exclude Equipment)							11%	\$	19,650					\$	19,650
Total Proje	ect Costs								\$	198,290	\$		\$		\$	198,29
Less Progr	am Income								\$	-					\$	-
	ant Proposed Costs									198,290			\$			198,290

# Hartland Hazard Fuel and Tree Reduction Project #17-FP-TUU-0017





# Attachment "I"

Grant Agreement-5GG17237

Posey Hazard Fuel and Tree Reduction Project



DEPARTMENT OF FORESTRY AND FIRE PROTECTION

P.O. Box 944246 SACRAMENTO, CA 94244-2460 (916) 653-7772 Website: www.fire.ca.gov



October 3, 2018

Jeff McLaughlin Tulare County Fire Department 835 S. Akers St. Visalia, CA 93277

5GG17237; Posey Hazard Fuel Reduction Project

This agreement cannot be considered binding on either party until approved by appropriate authorized CAL FIRE designee. No services should be provided prior to approval, as the State is not obligated to make any payments on any Agreement prior to final approval. FAILURE TO RETURN ALL DOCUMENTS BY DATE BELOW MAY RESULT IN LOSS OF FUNDING.

Please contact David Shy at (559) 732-5954 if you have questions concerning services to be performed. Please contact Bobby Nguyen at (916) 651-6620 if you have any administrative questions or concerns.

- 1. X Full grant agreement including terms and conditions, addendum, grant application form, scope of work, budget, and map enclosed. Print (single sided) and return three (3) sets of agreements with original signatures in blue ink. In addition, please return the attachment(s) below, as applicable to your organization, to be received by CAL FIRE no later than **November 30, 2018**.
  - Attachment 5 Std. 204 Payee Data Record http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf
  - Attachment 7 Board Resolution or Attesting Document granting authority to sign (non-profit and local entity applicants)

Return all originals and requested documents for further processing to: Department of Forestry and Fire Protection Attention: GMU/CCI FP P.O. Box 944246 Sacramento, CA 94244-2460

2. Enclosed for your record is one fully executed copy of the agreement referenced above. When billing for services performed under this agreement, your invoices must reference the agreement number above and be submitted to the contract manager.

Thank you,

Bobby Nguyen Grants Analyst Grants Management Unit

Enclosures CC: Virginia Hernandez David Shy Stella Chan

#### State of California Dept. of Forestry and Fire Protection (CAL FIRE) State Fire Marshal's Office GRANT AGREEMENT

APPLICANT:	Tulare County Fire Department
PROJECT TITLE:	Posey Hazard Fuel Reduction Project

GRANT AGREEMENT: 5GG17237

PROJECT PERFORMANCE PERIOD IS from Upon Approval through November 19, 2020.

Under the terms and conditions of this Grant Agreement, the applicant agrees to complete the project as described in the project description, and the State of California, acting through the Dept. of Forestry & Fire Protection, agrees to fund the project up the total state grant amount indicated.

**PROJECT DESCRIPTION:** Project will focus on the modification of vegetation adjacent to Posey Christian Camp reducing the available fuel and increasing roadside safety, securing the vital ingress and egress route for residents evacuating from fast moving wildland fires, and reducing the spread of fire from the wildland into the wildland-urban interface.

**Total State Grant not to exceed \$** 

248,314.00

(or project costs, whichever is less)

\*The Special and General Provisions attached are made a part of and incorporated into this Grant Agreement.

Tulare	County Fire	e Departme	ent		DEPA	ATE OF CALIF RTMENT OF F	ORESTRY
	Applica	nt					
By				By			
Signature	of Authorized R	epresentative					
Title				Title: De	nnis Ma	thisen, State F	ire Marshal
Date				Date			
				CATION OF FUND			
AMOUNT OF ESTIM	IATE	GRANT AGF	REEMENT N	UMBER	FUND		
\$248,314.00		5GG1723	7		Green	house Gas Re	duction Fund
ADJ. INCREASING ENCUMBRANCE \$ 0.00		APPROPRIA Greenhou		eduction Fund			
ADJ. DECREASING ENCUMBRANCE		FUNCTION					
\$ 0.00		Greenho	ouse Ga	s Reduction F	und		
UNENCUMBERED E	BALANCE	LINE ITEM ALLOTMEN	г	CHAPTER		STATUTE	FISCAL YEAR
\$248,314.00		3540-00		14, 249		2017	17/18
T.B.A. NO.	B.R. NO.	INDEX	OBJ. EXPEN D	PCA		PROJECT/WO	RK PHASE
	FY 17/18	9212	418	91015		VENDOR#	831108-00

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.

## TERMS AND CONDITIONS OF GRANT AGREEMENT

## I. RECITALS

- 1. This Agreement, is entered into between the State of California, by and through the California Department of Forestry and Fire Protection (CAL FIRE), hereinafter referred to as "STATE" and Tulare County Fire Department, hereinafter referred to as "GRANTEE".
- 2. The STATE herby grants to GRANTEE a sum (hereinafter referred to as "GRANT FUNDS") not to exceed Two Hundred Forty Eight Thousand Three Hundred Fourteen Dollars (**\$248,314.00**).
- 3. In addition to the terms and conditions of this Agreement, the STATE and GRANTEE agree that the terms and conditions contained in the documents set forth below are hereby incorporated and made part of this agreement.
  - a. Department of Forestry and Fire Protection (CAL FIRE) Fire Prevention Grant Program Procedural Guide 2017-2018
  - b. The submitted Application, Scope of Work, Budget Detail, GHG Emissions Reduction Methodology and Exhibits
  - c. Addendum for Greenhouse Gas Reduction Fund (GGRF) Grant Projects

## II. SPECIAL PROVISIONS

- 1. Recipients of GRANT FUNDS pursuant to Chapter 249, Statutes of 2017 shall abide by the provisions in this Agreement. This includes the requirement that work shall not commence prior to the execution of this Agreement by both parties. Any work started prior to the execution of this Agreement will not be eligible for funding under the terms of this Agreement.
- 2. As precedent to the State's obligation to provide funding, GRANTEE shall provide to the STATE for review and approval a detailed budget, specifications, and project description. Approval by the STATE of such plans and specifications, or any other approvals provided for in this Agreement, shall be for scope and quality of work, and shall not relieve GRANTEE of the obligation to carry out any other obligations required by this Agreement, in accordance with applicable law or any other standards ordinarily applied to such work or activity.
- 3. All informational products (e.g., data, studies, findings, management plans, manuals, photos, etc.) relating to California's natural environment produced with the use of GRANT FUNDS shall be available for public use.

## III. GENERAL PROVISIONS

## 1. Definitions

- a. The term "Agreement" means grant agreement number **5GG17237**.
- b. The term "GRANT FUNDS" means the money provided by the STATE to the GRANTEE in this Agreement.
- c. The term "GRANTEE" means an applicant who has a signed Agreement for the award for GRANT FUNDS.
- d. The term "Other Sources of Funds" means all matching fund sources that are required or used to complete the Project beyond the GRANT FUNDS provided by this Agreement.
- e. The term "STATE" means the State of California, Department of Forestry and Fire Protection (CAL FIRE).
- f. The term "Project" means the development or other activity described in the "Project Scope of Work".
- g. The term "Project Budget Detail" as used herein defines the approved budget plan.
- h. The term "Project Scope of Work" as used herein means the individual scope of work describing in detail the approved tasks.

## 2. Project Representatives

The project representatives during the term of the agreement will be:

STATE: CAL FIRE	GRANTEE: Tulare County Fire Department
Section/Unit: TUU - Tulare Unit	Section/Unit:
Attention: David Shy	Attention: Jeff McLaughlin
Mailing Address:	Mailing Address:
1968 South Lovers Lane	835 S. Akers St.
Visalia, CA 93292	Visalia, CA 93277
Phone Number: (559) 732-5954	Phone Number: 559-802-9800
Email Address: David.Shy@fire.ca.gov	Email Address: JEMcLaughlin@co.tulare.ca.us

Changes to the project representatives during the term of the agreement shall be made in writing. Notice shall be sent to the above representative for all notice provisions of this Agreement.

- 3. Project Execution
  - a. Subject to the availability of grant monies, the STATE hereby grants to the GRANTEE a sum of money (GRANT FUNDS) not to exceed the amount stated on Section I. RECITALS, Paragraph 2 in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of the Project in this Agreement and its attachments and under the terms and conditions set forth in this Agreement.
  - b. GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the Project. Any amendment to the Project as set forth in the Application on file with the STATE must be submitted to the STATE for approval in writing. No amendment is allowed until written approval is given by the STATE.
  - c. GRANTEE shall complete the Project in accordance with the time of Project performance set forth in this Agreement, unless an amendment has been approved and signed by the STATE under the terms and conditions of this Agreement. Amendments must be requested in advance and will be considered in the event of circumstances beyond the control of the GRANTEE, but in no event less than 90 days from the Agreement expiration date and in no event less than 60 days before the effective date of the amendment. Approval of amendment is at the STATE's discretion.
  - d. GRANTEE certifies that the Project Scope of Work complies with all local, State, and federal laws and regulations.
  - e. GRANTEE shall comply with the California Environmental Quality Act (CEQA) (Public Resources Code, Section 21000, et. seq. Title 14, California Code of Regulations, Section 15000 et. seq.) and all other local, State, and federal environmental laws. A copy of the certified CEQA document must be provided to STATE before any GRANT FUNDS are made available for any Project activity that could directly impact the environment (e.g. cutting, piling or burning bush, masticating, dozer work, etc.). CEQA compliance shall be completed within 18 months from start date of the Agreement. The start date is considered the date the last party signs the Agreement. GRANT FUNDS will be made available in advance of CEQA compliance for project activities that do not have the potential to cause a direct environmental impact (e.g. project planning, locating and

marking property or project boundaries, contacting and signing up landowners, etc.).

- f. GRANTEE shall permit periodic site visits by representative(s) of the STATE to ensure program compliance and that work is in accordance with the approved Project Scope of Work, including a final inspection upon Project completion.
- g. GRANTEE, and the agents and employees of GRANTEE, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents, of the STATE.
- 4. Project Costs and Payment Documentation
  - a. Payment by the STATE shall be made after receipt of an acceptable invoice and approval by a duly authorized representative of the STATE. GRANTEE shall submit an invoice for payment to the CAL FIRE Project Representative of the STATE. A final invoice shall be submitted no later than 30 days after completion, expiration, or termination of this Agreement.
  - b. For services satisfactorily rendered, and upon receipt and approval of invoices for payment, the STATE agrees to compensate GRANTEE for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto, as Attachment 3 Final Project Budget, and made a part of this Agreement.
  - c. Equipment purchased using GRANT FUNDS, wholly or in part, must be used by the GRANTEE for the project which it was acquired. STATE retains a vested interest in the equipment for the useful life of the equipment, even after completion of the grant. GRANTEE shall provide written disposition of the equipment upon completion of the grant and upon any changes to the disposition of the equipment. Such disposition must be approved in advance by STATE. Equipment purchased using GRANT FUNDS cannot be used as collateral, financed, or sold without prior written approval from the STATE.
  - d. GRANTEE shall submit, in arrears, not more frequently than once a month, and no less than quarterly, an invoice to the STATE for costs paid by GRANTEE pursuant to this Agreement. Each invoice shall contain the following information: the Agreement number, the dates or time period during which the invoiced costs were incurred, expenditures for the current invoice and cumulative expenditures to date by major budget category (e.g., salaries, benefits, supplies, etc.), appropriate supporting documentation, project progress reports, and the signature of an authorized representative of GRANTEE as detailed in the Invoice

Guidelines of the Procedural Guide for the CAL FIRE Fire Prevention Grant Program.

- e. GRANT FUNDS in this Agreement have a limited period in which they must be expended. All GRANTEE expenditures must occur prior to the end of the Project performance period of this Agreement.
- f. Except as otherwise provided herein, GRANTEE shall expend GRANT FUNDS in the manner described in the Project Budget Detail approved by the STATE. The dollar amount of an item in the Project Budget Detail may be increased or decreased by up to ten percent (10%) of the budget item through reallocation of funds from another item or items, without approval by the STATE; however, GRANTEE shall notify the STATE in writing in project progress reports when any such reallocation is made, and shall identify both the item(s) being increased and those being decreased. Any increase or decrease of an item of more than ten percent (10%) of the budget item must be approved in writing by the STATE before any such increase or decrease is made. A formal approved amendment is required to increase the total amount of GRANT FUNDS.
- g. GRANTEE shall promptly submit any and all records at the time and in the form as the STATE may request.
- h. GRANTEE shall submit each invoice for payment to:

California Department of Forestry & Fire Protection Attention: David Shy 1968 South Lovers Lane Visalia, CA 93292

- i. Notwithstanding any of the provisions stated within this Agreement, the STATE may at its discretion make advance payment from the grant awarded to the GRANTEE if GRANTEE is a nonprofit organization, a local agency, a special district, a private forest landowner or a Native American tribe. Advance payment made by the STATE shall be subject to the following provisions.
  - GRANTEE shall submit a written request identifying how funds will be used over a six-month period. The written request must be accompanied by an invoice that contains the same level of detail as a regular invoice.
  - GRANTEE shall file an accountability report with STATE four months from the date of receiving the funds and every four months thereafter.

- Multiple advance payments may be made to a GRANTEE over the life of a project.
- No single advance payment shall exceed 25% of the total grant amount and must be spent on eligible costs within six months of the advance payment request. GRANTEE may request additional time to spend advance funds but must be approved in writing by the STATE. The balance of unspent advance payment funds not liquidated within the six-month spending period will be billed for the return of advanced funds to the STATE.
- All work under a previous advance payment must be fully liquidated via an invoice and supporting documentation and completed to the STATE's satisfaction before another advance payment will be made.
- Any advance payment received by a GRANTEE and not used for project eligible costs shall be returned to CAL FIRE. The amount will be returned to the grant balance.
- Advance payments must be deposited into an interest-bearing account. Any interest earned on advance payment funds must be accounted for and used toward offsetting the project cost or returned to the STATE.
- 5. Budget Contingency Clause
  - a. If STATE funding for any fiscal year is reduced or deleted for purposes of the California Climate Investment Fire Prevention Program, the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or if possible and desirable, offer an Agreement amendment to GRANTEE to reflect the reduced amount available for the Project.
- 6. Project Administration
  - a. GRANTEE shall provide the STATE a written report showing total final Project expenditures and matching funds upon Project completion or grant expiration, whichever occurs first. GRANTEE must report to the STATE all sources of other funds for the Project. If this provision is deemed to be violated, the STATE will request an audit of GRANTEE and can delay the disbursement of funds until the matter is resolved.
  - b. GRANTEE shall promptly submit written Project reports as the STATE may request throughout the term of this Agreement.
  - c. GRANTEE shall submit a final accomplishment report, final invoice with associated supporting documentation, and copies of materials developed

using GRANT FUNDS, including but not limited to plans, educational materials, etc. within 30 days of Project completion.

- 7. Financial Records
  - a. GRANTEE shall retain all records described in Section 7(c) below for three (3) years after final payment by the STATE. In the case an audit occurs, all such records shall be retained for one (1) year from the date is audit is completed or the three (3) years, whichever date is later.
  - b. GRANTEE shall maintain satisfactory financial accounts, documents, and records for the Project and make them available to the STATE for review during reasonable times. This includes the right to inspect and make copies of any books, records, or reports of GRANTEE pertaining to this Agreement or matters related thereto.
  - c. GRANTEE shall keep such records as the STATE shall prescribe, including, but not limited to, records which fully disclose (a) the disposition of the proceeds of state funding assistance, (b) the total cost of the Project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the Project cost supplied by other sources, and (d) any other such records as will facilitate an effective audit. All records shall be made available to the STATE, other State of California agency, or other entity as determined by the State of California for auditing purposes at reasonable times.
  - d. GRANTEE shall use any generally accepted accounting system.
- 8. Project Termination
  - a. This Agreement may be terminated by the STATE or GRANTEE upon 30days written notice to the other party.
  - b. If either party terminates the Agreement prior to the completion of the Project, GRANTEE shall take all reasonable measures to prevent further costs to the STATE under the Agreement and the STATE shall be responsible for any reasonable and non-cancelable obligations incurred by GRANTEE in the performance of this Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.
  - c. Failure by GRANTEE to comply with the terms of this Agreement may be cause for suspension of all obligations of the STATE hereunder at the discretion of the STATE.

## GRANT NUMBER 5GG17237 Tulare County Fire Department Posey Hazard Fuel Reduction Project

- d. Failure of GRANTEE to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of the STATE hereunder if in the judgment of the STATE such failure was due to no fault of GRANTEE. At the discretion of the STATE, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
- e. Final payment to GRANTEE may not be made until the STATE determines the Project conforms substantially to this Agreement.
- 9. Hold Harmless
  - a. GRANTEE shall defend, indemnify and hold the STATE, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of GRANTEE, its officers, agents, or employees. The duty of GRANTEE to indemnify and hold harmless includes the duty to defend as set forth in Civil Code Section 2778. This Agreement supersedes GRANTEE's right as a public entity to indemnity (see Government Code Section 895.2) and contribution (see Government Code Section 895.6) as set forth in Government Code Section 895.4.
  - b. GRANTEE waives any and all rights to any type of express or implied indemnity or right of contribution from the STATE, its officers, agents, or employees for any liability resulting from, growing out of, or in any way connected with or incident to this Agreement.
  - c. Nothing in this Agreement is intended to create in the public or in any member of it rights as a third-party beneficiary under this Agreement.
- 10. Tort Claims

## FEDERAL:

The United States shall be liable, to the extent allowed by the Federal Tort Claims Act 28 United States Code 2671-2680, for claims of personal injuries or property damage resulting from the negligent or wrongful act or omission of any employee of the United States while acting within the scope of his or her employment, arising out of this Agreement.

## STATE:

## GRANT NUMBER 5GG17237 Tulare County Fire Department Posey Hazard Fuel Reduction Project

The State of California shall be liable, to the extent allowed by law and subject to California Government Code, Title 1, Division 3.6, providing for the filing of tort claims against the State of California, for personal injuries or property damage resulting from the negligent or wrongful act or omission of State of California employees while acting within the scope of his or her employment, arising out of this Agreement.

### 11. Nondiscrimination

The State of California prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, sex, marital 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 program. GRANTEE shall not discriminate against any person on any of these bases.

#### 12. Incorporation

The grant guidelines and the Project Scope of Work, Project Budget Detail and any subsequent amendments or modifications to the Project Scope of Work and Project Budget Detail approved in writing by the STATE are hereby incorporated by reference into this Agreement as though set forth in full in this Agreement.

#### 13. Severability

If any provision of this Agreement or the Project Scope of Work thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

#### 14. Waiver

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

#### 15. Assignment

This Agreement is not assignable by GRANTEE either in whole or in part.

ADDENDUM – CALIFORNIA CLIMATE INVESTMENTS (CCI) GRANT PROJECTS

## I. SPECIAL PROVISIONS

- 1. Grant funds shall be used on projects with the primary goal of reducing greenhouse gases (GHGs) and furthering the purposes of California's Global Warming Solutions Act of 2006, Division 25.5 (commencing with Section 38500) of the Health and Safety Code, and related statutes.
- 2. Grant funds shall be used on projects limited to specific activities as described in CCI Grants Procedural Guides.
- 3. Greenhouse gas emissions must be calculated using the CARB Greenhouse Gas Quantification Methodology applicable to the grant program (<u>https://ww2.arb.ca.gov/resources/documents/cci-quantification-benefits-and-reporting-materials</u>).
- 4. Grantee shall report project and benefits information when requested by the State. This may include, but is not limited to, funding expended, acres treated, GHG emissions, trees planted, disadvantaged community benefits, energy/water savings, job creation, and other co-benefits.
- 5. Grantee shall maintain accurate and detailed records documenting project description, project location, and schedule, CCI dollars allocated, and leveraged funds throughout the duration of the project.
- 6. Failure of Grantee to meet the agreed upon terms of achieving required GHG reduction may result in project termination and recovery of funds.

## II. MONITORING AND REPORTING REQUIREMENTS

All funds expended through CCI are subject to emissions reporting and requirements. Grantee is expected to provide the appropriate materials for completing program quantification methodology. Grantee shall use the current reporting template provided by the STATE. The reporting shall be submitted to the STATE no less frequently than quarterly. In addition, STATE may request additional information in order to meet current CARB reporting requirements. The requirements are available on the CARB CCI Quantification, Benefits and Reporting Materials webpage:

https://ww2.arb.ca.gov/resources/documents/cci-quantification-benefits-and-reportingmaterials.

## III. PROGRAM ACKNOWLEDGEMENT/RECOGNITION

 All projects funded both fully and partially by the GGRF must clearly display, identify and label themselves as being part of the "California Climate Investments" program. The acknowledgement must contain the California Climate Investments and CAL FIRE logos as well as the following statement:

*"Funding for this project provided by the California Department of Forestry and Fire Protection as part of the California Climate Investments Program."* 

A draft of the acknowledgement must be approved by the STATE prior to publication. For stationary projects, acknowledgement may include, but is not limited to, a sign on the project site. For other project types, such as vehicles, equipment, and consumer-based incentives, acknowledgement is encouraged by using a decal, sticker or other signage.

Guidance on California Climate Investments logo usage, signage guidelines, and high-resolution files are contained in a style guide available at: <a href="http://www.caclimateinvestments.ca.gov/logo-graphics-request">www.caclimateinvestments.ca.gov/logo-graphics-request</a>.

2. In addition, all projects funded both fully and partially by GGRF must contain the following statement in public announcements or press releases on said projects:

"The Posey Hazard Fuel Reduction Project is part of California Climate Investments, a statewide program that puts billions of Cap-and-Trade dollars to work reducing GHG emissions, strengthening the economy, and improving public health and the environment– particularly in disadvantaged communities. The Cap-and-Trade program also creates a financial incentive for industries to invest in clean technologies and develop innovative ways to reduce pollution. California Climate Investments projects include affordable housing, renewable energy, public transportation, zero-emission vehicles, environmental restoration, more sustainable agriculture, recycling, and much more. At least 35 percent of these investments are located within and benefiting residents of disadvantaged communities, low-income communities, and low-income households across California. For more information, visit the California Climate Investments website at: www.caclimateinvestments.ca.gov."



## California Department of Forestry and Fire Protection (CAL FIRE) **California Climate Investment Fire Prevention Program Grant Application** Fiscal Year 2017-18 Funding Opportunity



Please fill out this form completely. Be sure to save a copy of this form for your records. Submit 1 printed copy with original signature(s) and 1 electronic copy and all supporting materials to: California Department of Forestry and Fire Protection, Attention: Grants Management Unit - Fire Prevention Program, P.O. Box 944246, Sacramento, CA 94244-2460. E-mail an electronic copy to CALFIRE.Grants@fire.ca.gov. Be sure to include all attachments.

1. Project Trac	king #: 17-FP-TU	JU-0018		CalMapper ID:	:		
Project Name/Tit	le: Posey Hazard	l Fuel Reduction Pro	ject				
County: Tulare		CAL FIRE Unit/Con	tract Co	unty: TUU - Tulare U	nit		Please use this 3-letter Unit identifier for file naming (see questions 6 & 17)
2. Organizatio	<b>n Type:</b> Coun	ty		If Other, ple	ase specify:		
If Non-Profit, are	you a registered	501(c)(3)?		Fire Protect	tion Provid	er: County	
	_	Tulare County Fire Chief, Emergency S		nent			
First Name: Jeff				Last Name:	McLaughlir	1	
Address 1: 835 S	. Akers St.						
Address 2:							
City: Visalia			State:	California		Zip Code	e: 93277
Phone Number:	559-802-9800			Secondary Phone	Number: 5	59-802-9802	
Email Address:	JEMcLaughlin@d	co.tulare.ca.us			Fax Numb	er: 559-687-6	5919
1 Foundation		is funding boing		40 d2			

#### 4. For which <u>primary</u> activity is funding being requested?

**Fuel Reduction** 

5. Grant Period: Please provide the estimated start date and completion date for your project. Projects MUST be completed by March 15, 2022. Note that final billing is due 30 days after project completion. Please use MM/DD/YYYY format.

Project Start Date: 09/01/2020

Project Completion Date: 11/19/2020

Tracking #: 17-FP-TUU-0018

**6. Project Location:** Identify a central point that identifies the general area of project activities. Enter the information in NAD 83 - degrees, minutes and seconds in whole numbers. Enter Longitude as a positive number.

A <u>REQUIRED</u> component of the application is the usage of the Fire Prevention Grant Project/Treatment Area Mapping Program. The mapping program and directions can be found here: <u>http://calfire.ca.gov/fire\_prevention/</u> <u>firepreventiongrants</u>



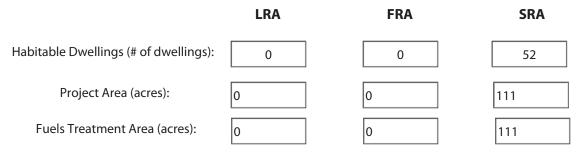
Latitude must be between 32 and 42 degrees. Longitude must be between 114 and 125 degrees. Latitude and Longitude minutes and seconds must be between 0 and 60. For planning or public education projects, use a central point in the WUI for the general area covered by the project.

Please attach a Project map in PDF format with geographic information describing your project location. The map should show the surrounding area in relation to the project. **File naming convention:** Features should be named with the Tracking # and Feature Type. *Example: 17-FP-UUU-XXXX-MAP.pdf* 

"**Project Area**" is the general area where project activities will reduce wildfire risk and/or damage. All projects must have a project area. For planning or public education grants or other projects that don't have well-defined boundaries, provide a map that generally covers the area. For example, for a county-wide public education project, the map should identify the populated portion of the WUI in the county.

#### 7. Project Area Statistics:

For all projects, give an estimate of the project area size and include an estimate of the number of habitable structures impacted by the project. Provide the size of the treatment area for projects that include fuels treatment.



#### 8. SRA Fire Hazard Severity Zones (FHSZ):

What SRA Fire Hazard Severity Zones (FHSZ) are in the project area? SRA Fire Hazard Severity Zone ratings are available at: <a href="http://calfire.ca.gov/fire\_prevention/fire\_prevention\_wildland\_zones.php">http://calfire.ca.gov/fire\_prevention/fire\_prevention\_wildland\_zones.php</a>

Please provide an approximate number of acres **or** percentage of the project area in each zone.

FHSZ Rating	Acres	Percent	
Very High	73	65.7	%
High	38	34.3	%
Moderate	0	0	%
Non SRA (Federal or Local Area)	0	0	%
TOTAL	111	100	%

Acres Note: Total acres must be the same as Item 7 Project Area (Acres). Percent Note: Total % must be 100%

Tracking #: 17-FP-TUU-0018

#### 9. Limiting Factors:

Are there any existing forest or land management plans; Conservation Easements; Covenant, Conditions & Restrictions (CC&R's); matters related to zoning; use restrictions, or other factors that can or will limit the fire prevention proposed activity?

If checked, describe existing plan(s) and the limitations, if any, in the attached Scope of Work.

#### **10. Timber Harvest Plans:**

For fuel reduction projects, is there a timber harvesting document on any portion of the proposed project area for which a "Notice of Completion" has not been filed with CAL FIRE?

**If checked**, provide the THP identification number and describe the relationship to the project in the attached Scope of Work document.

	-		
THP	ID I	Num	ber:

<b>11. Communities at Risk:</b> Is the See <a href="http://osfm.fire.ca.gov/fireplan/">http://osfm.fire.ca.gov/fireplan/</a>				nmunity At Risk? 🗌 No	
If yes, what is the name of the community(ies)? If none, enter "non	ne". Poso Park, F	Pine Flat			
	Number of	Community(ies) at Risl	x: 2		
<b>12. Disadvantaged/Low Incom</b> See <u>https://www.arb.ca.gov/cc/capa</u> If yes, select all that applies:	andtrade/auctionpro	oceeds/communityinv	<u>estments.htm</u>	📋 Yes 🛛 No	ne Community?
13. Describe how your proposal v communities, homes, infrastructu					

This project will reduce approximately 1,776 tons of fuel and stored carbon potential. It will also diminish the spread of fire from wildland into the wildland urban interface, protecting 52 habitable residential structures and 130 residents.	

#### 14. Project Budget:

What is the proposed budget? Please include a discussion of the project budget in the Scope of Work and enter the amount from the Project Budget workbook (.xls).

Budget item	Amount	
Grant Portion of project (\$)	\$248,314.00	
Equipment Purchases (\$)		
Partners (\$)		
Total Project Budget (\$)	248,314	

#### **15. Local Wildland Fire Risk Reduction Plans:**

Is the project in, consistent with, or build on a larger plan that deals with the risk and potential impact to habitable structures in the WUI covered by this project? If so, discuss in the Scope of Work. *Select all that apply.* 

🔀 CAL FIRE Unit Strategic Fire Plan

County Fire Department Strategic Fire Plan

Homeowners' Association Plan
 Local Fire Department Plan

Other Local Plan (Identify in Scope of Work) 🛛 🖂 Local Hazard Mitigation Plan

Tracking #: 17-FP-TUU-0018

Project Name: Posey Hazard Fuel Reduction Project

Fire Safe Council Action Plan

FIREWISE Community Assessment

Community Wildfire Protection Plan

#### 16. CEQA Compliance:

Describe how compliance with the California Environmental Quality Act (CEQA) will be achieved in the Scope of Work. Is there an existing (CEQA) document that addresses this project or can be used to meet CEQA requirements?

Please indicate the CEQA document type: Will File are exempt from CEQA, s

Document Identification Number

For planning, education and other projects that are exempt from CEQA, select "Not Applicable".

#### **17. Application Submission:**

<u>NOTE TO APPLICANT</u>: If you modify the language contained in any part of this document, other than to fill in the blanks, or to provide requested information, your application <u>will</u> be rejected.

Note: Replace XXXX in the file name with the project's ID Number.

Note: Replace UUU in the file name with the 3-letter identifier for the Unit where the project is located. Unit identifiers are listed in the instructions for this application form.

US Mail	Email	Attachments	File Name
$\boxtimes$	$\boxtimes$	Application Form (.pdf)	17-FP-TUU-0018-Application.pdf
$\boxtimes$	$\boxtimes$	Scope of Work	17-FP-TUU-0018-SOW.doc
$\boxtimes$	$\boxtimes$	Project Budget	17-FP-TUU-0018-Budget.xls
$\boxtimes$	$\boxtimes$	Project Map (.pdf)	17-FP-TUU-0018-MAP.pdf
		Articles of Incorporation (.pdf)	not required

I certify that the above and attached information is true and correct:

Original Sigr	nature Required: G	rantee's Authorized Representative	_	b/b/18 Date Signed
Printed Name	Jeff McLaughlin		Title	Division Chief, Emergency S
Executed on: J	un 6, 2018	at Visalia		
	Date	City		
		Print Form		

Please fill out this form completely. Be sure to save a copy of this form for your records. Submit one (1) electronic copy in fillable PDF format with all supporting materials to <u>CALFIRE.Grants@fire.ca.gov</u>. Please use "Fire Prevention Program Project Application" in the E-mail subject line and include yourself as a cc. Your CC will be proof of your submittal. In addition, submit one (1) hard copy with signatures and all supporting materials to : **California Department of Forestry and Fire Protection**, **Attention: Grants Management Unit - Fire Prevention Program, P.O. Box 944246, Sacramento, CA 94244-2460**. Hard copy will need to be postmarked no later than <u>June 6, 2018</u>. Electronic copy must be submitted no later than <u>June 6, 2018 at 3:00 pm</u> **PST**. Applications postmarked after this date and time will be considered late.

If you would like to mail the hard copy via expedited/overnight mail, please E-mail <u>CALFIRE.Grants@fire.ca.gov</u> for the physical mailing address.

Tracking #: 17-FP-TUU-0018

Project Name: Posey Hazard Fuel Reduction Project



California Department of Forestry and Fire Protection (CAL FIRE) California Climate Investments Fire Prevention Grants Program Project Scope of Work



## Project Name: Posey Hazard Fuel Reduction Project

## Project Tracking Number: 17-FP-TUU-0018

**Project Description Summary:** Please provide a paragraph summarizing proposed project including the location, habitable structures, acres treated, etc.

The Posey Hazard Fuel Reduction Project is located adjacent to the communities of Poso Park, Pine Flat, Panorama Heights, and Sugarloaf Village in Tulare County, along Camp Drive. This project will focus on the modification of vegetation adjacent to Posey Christian Camp reducing the available fuel and increasing roadside safety, securing the vital ingress and egress route for residents evacuating from fast moving wildland fires, and reducing the spread of fire from the wildland into the wildlandurban interface. Camp Drive is a county maintained road that spans 2 miles and is the only ingress and egress for 130 permanent residents and 300 seasonal residents. Additionally, this project is located 1.5 miles from Balance Rock, 2 miles from Sugarloaf Village, 1.5 miles from Panorama Heights, 3 miles from Idlewild, and 3.5 miles from Posey. Nearly two-thirds of this proposed project is located in the Very High Fire Severity Zone with one-third of the project in the High Fire Severity Zone. This project will remove 111 acres of fuel surrounding the Posey Christian Camp and from the roadway upslope creating a safe evacuation route, reducing the impact to the community from a fast moving wildland fire. The project will also have a minimum of two public chipper days that should have a positive effect on the community's defensible space for an estimated 755 residents. The fuel along Camp Drive consists of heavy brush and indigenous conifers ranging from 3-24 DBH. Portions of the conifer stands located in the project area are in a Tier 1 High Hazard Tree Mortality Zone and the remainder is in the Tier 2 High Hazard Tree Mortality Zone. This evacuation route is identified in the Tulare County Community Evacuation plan as the only route of travel for 52 habitable residential structures and the Posey Christian Camp that has a seasonal population of 300. This project will be treated by chipping.

# A. <u>Scope of Work</u>

This item is broken into project specific criteria depending on the type of project being proposed: planning, education or hazardous fuel reduction. Please <u>answer one section</u> <u>of questions</u> that pertain to the primary activity type for your project.

## Section 1: Hazardous Fuel Reduction/Removal of Dead or Dying Tree Projects

- 1. Describe the geographic scope of the project, including an estimate of the number of habitable structures and the names of the general communities that will benefit.
- 2. Describe the goals, objectives, and expected outcomes of the project.

- 3. Provide a clear rational for how the proposed project will reduce the risks associated with wildfire to habitable structures in the WUI.
- 4. Identify any additional assets at risk to wildfire that will benefit from the proposed project. These may include, but are not limited to, domestic and municipal water supplies, power lines, communication facilities and community centers.
- 5. Is the scale of the project appropriate to achieve the stated goals, objectives and outcomes discussed in Item 2 above?
- 6. How will the project/activity utilize the left over woody biomass? Will the project/activity use a biomass facility to reduce greater greenhouse gas emissions?

## **Section 2: Planning Projects**

- 1. Describe the geographic scope of the project, including the communities that will benefit, and an estimate of the number of structures within the project area.
- 2. Describe how the project will assess the risks to residents and structures in the WUI and prioritize projects to reduce this risk over time.
- 3. Does the proposed plan add or build upon previous wildfire prevention planning efforts in the general project area?
- 4. Identify a diverse group of key stakeholders, including local, state, and federal officials where appropriate, to collaborate with during the planning process. Discuss how the project proponent plans to engage with these targeted stakeholders.
- 5. Describe the pathways for community involvement that will be incorporated in the planning process.

## Section 3: Education

- 1. Describe the specific message of the education program and how it relates to reducing the risk of wildfire to owners of structures in the WUI.
- 2. Describe the target audience of the education program and how information will be distributed to this audience.
- 3. Will the education program raise the awareness of homeowner responsibilities of living in a fire prone environment?
- 4. Identify specific actions being advocated in the education material that is expected to increase the preparedness of residents and structures in the WUI for wildfire.
- 5. Describe the expected outcome of the education in terms of increased or changed public awareness about wildfire.

Answer only 1 set of questions from above, depending on your project; Fuel Reduction, Planning or Education.

## Section 1: Hazardous Fuel Reduction/Removal of Dead or Dying Tree

- The geographical scope of this project is 111 acres on east and west aspects above the Posey Christian Camp. This project includes 52 habitable residential structures in the project area and approximately 250 habitable residential structures in the adjacent communities of Pine Flat, Sugarloaf Village, Panorama Heights, Balance Rock, Idlewild and Posey.
- 2. This project will focus on the modification of vegetation by creating a fuel break adjacent to the Posey Christian Camp reducing the available fuel, increasing roadside safety, securing the vital ingress and egress route for residents evacuating from fast moving wildland fires, and reducing the spread of fire from the wildland into the wildland-urban interface. Additionally, through strategic public outreach the goal is to enhance public knowledge of wildland fire safety, readiness, and to create public chipping days for a population of 755. In order to accomplish the objective of this project, it is proposed that Tulare County Fire Department's current ten person fuels crew physically remove or chip vegetation in the designated 111 acres of this proposed project. This will create a safe evacuation route and reduce fire intensity and spread from impacting the Posev Christian Camp. The expected outcome of the project includes the reduction of wildfire risk that could possibly impact 52 habitable residential structures within the State Resource Area, improve community wildfire awareness, and physically removing vegetation reducing fire intensity and greenhouse gases.
- 3. Camp Drive is a county maintained road located in the State Resource Area and in a Very High Fire Severity Zone that tightly meanders through the landscape and serves as the only ingress and egress for 52 habitable residential structures. The geographical location of the majority of the residences are upslope from the roadway. In addition, the location of the majority of the residences are on West and East facing slopes that are in alignment with a normal diurnal mountain wind system. The geographic location of the structures, the proximity of the roadway, the dense vegetation, and the normal diurnal winds, combined with the intense devastation of tree mortality to the landscape creates an environment that could result in explosive fire behavior and a catastrophic loss of life and property.

## Section 1: Hazardous Fuel Reduction/Removal of Dead or Dying Tree

- 4. The Posey Hazard Fuel Reduction Project will directly benefit in the protection of several key assets and critical infrastructure that are at risk from wildland fires. These assets and infrastructure are a 55,000 gallon water storage capacity, several draft hydrants, 400,000 gallon lake, and public utilities. If the water system was incapacitated during a wildfire, the ability for the defense of structures would be drastically reduced due to the remote location of the habitable residential structures located on Camp Drive. In this case the nearest available water to mitigate an incident of any magnitude would be 15 miles away. The reflex time to keep an adequate water supply for structure defense if these water systems are out of service would be inadequate for effective operations. As mentioned previously, the residents of Camp Drive reside in an area with a single ingress and egress. If a wildfire was to impact Camp Drive and residents were unable to evacuate, this critical infrastructure would be key in the protection of structures and the movement of civilians.
- 5. The Posey Hazard Fuel Reduction Project is currently within the Tulare County Fire Department's ability and scope to complete with our current fuels crew. This work force is solely dedicated to fuels projects that focuses on hazard tree removal and fuel reduction that impact evacuation routes. The County currently owns several chippers and has the ability to coordinate, complete, and organize all proposed work for this project for the following reasons: Past experience with completing similar projects, currently has the work force, has the majority of needed equipment and supplies, has the support from the community, has experience with estimating the size and scope of fuels projects, and has a great working relationship with Cal Fire and allied agencies. The above would be the County of Tulare's in-kind contribution to this project.
- 6. The Posey Hazard Fuel Reduction Project will utilize the left over woody BIO mass by chipping and removing excess, and assisting the community with drought tolerant wood chips for landscaping. Due to the distance (43 miles one way) from the project to the nearest biomass facility, this project will not utilize biomass as a means to remove fuel.

# B. <u>Relationship to Strategic Plans</u>

Does the proposed project support the goals and objectives of the California Strategic Fire Plan, the local CAL FIRE Unit Fire Plan, a Community Wildfire Protection Plan (CWPP), County Fire Plan, or other long term planning document?

The Posey Hazard Fuel Reduction Project supports the goals and objectives of the California Strategic Fire Plan, the local Cal Fire Unit Plan, the 2010 Tulare County Community Wildfire Protection Plan, Sequoia Fire Safe Council, Local Hazard Mitigation Plan, and is supported by the Tulare County Resource Conservation District.

# C. <u>Degree of Risk</u>

- 1. Discuss the location of the project in relation to areas of moderate, high, or very high fire hazard severity zone as identified by the latest Fire and Resource Assessment Program maps. Fire hazard severity zone maps by county can be accessed at: http://www.fire.ca.gov/fire\_prevention/fire\_prevention\_wildland\_zones\_maps.php
- 2. Describe the geographic proximity of the project to structures at risk to damage from wildfire in the WUI.
  - 1. Of the 111 acres, 73 acres (65.7%) of the Posey Hazard Fuel Reduction Project is located in a Very High Fire Hazard Severity Zone. The remainder of the project, 34.3%, is located in the High Fire Severity Zone. Portions of this project are located in a Tier 1 High Hazard Tree Mortality Zone with the remainder of the project in a Tier 2 High Hazard Tree Mortality Zone. Additionally, this project is located upslope from the Posey Christian Camp which is classified as a Very High Fire Severity Zone and has a population of approximately 130 permanent residents and 300 seasonal residents.
  - 2. Posey Hazard Fuel Reduction Project is the primary access point for 52 habitable residential structures and a population of 130 permanent residents and 300 seasonal residents. Additionally, this project is located 1.5 miles from Balance Rock, 2 miles from Sugarloaf Village, 1.5 miles from Panorama Heights, 3 miles from Idlewild, and 3.5 miles from Posey for an approximate combined population of 755. The location of the project, the proximity of the roadway, the dense vegetation, and the normal diurnal winds, combined with the intense devastation of tree mortality to the landscape creates an environment that could result in explosive fire behavior and a catastrophic loss of life and property. The most recent fire in recorded history in this area was the Cedar Fire which started on August 17, 2016 and burned 29,817 acres resulting in the loss of 4 structures with an overall suppression cost of \$54.4 million.

# D. <u>Community Support</u>

- 1. Does the project include any matching funds from other funding sources or any inkind contributions that are expected to extend the impact of the proposed project?
- 2. Describe plans for external communications during the life of the project to keep the effected community informed about the goals, objectives and progress of the project. Activities such as planned press releases, project signage, community meetings, and field tours are encouraged.
- 3. Describe any plans to maintain the project after the grant period has ended.
- 4. Does the proposed project work with other organizations or agencies to address fire hazard reduction at the landscape level?

Project Tracking Number: 17-FP-TUU-0018

- 1. This project does not include matching funds, however, the in-kind contribution includes the use of existing resources thus reducing the overall cost of the project. Those resources include several County owned chippers, saws, vehicles, hand tools, a current work force, and engaged community partnerships.
- 2. Information that would be provided to the public would include public outreach, project updates, and wildland fire readiness through a 4 step process:
  - i. Step 1- Notification- Notify the community through a press release and social media release of the awarded grant, attend town hall meetings, meet with allied agencies and stakeholders, and attend other community meetings to inform the community of the awarded grant.
  - ii. Step 2- Publicize- Internally produce road signs and place them in key locations around the project site and community, internally produce handouts that describe the project and inform the public of the funding source, provide a timeline for the project, provide the location, size, scope of the project, and provide information on all allied agencies that are involved.
  - iii. Field Tours- Provide guided field tours before, during, and after the project is completed with key stakeholders. Additionally, provide drone footage of the project that can be released to the public via social media that would give a guided tour for those unable to attend.
  - iv. Step3- Monitor- Provide the public monthly updates and continue to reevaluate the progress through comprehensive documentation by photography and drone footage.
- 2. The Posey Hazard Fuel Reduction Project can be maintained through a collaborative effort between Cal Fire, Tulare County Fire, Posey Fire Auxiliary, Sequoia Fire Safe Council, and the Tulare County Resource Conservation District as all parties have a vested interest in the protection of structures and the watershed. Maintenance would include the continued monitoring of the project and upkeep as necessary.
- 3. The Posey Hazard Fuel Reduction Project will work collaboratively with Tulare County Fire, Cal Fire, Tulare County Resource Management Agency, Tulare County Resource Conservation District, Sequoia Fire Safe Council, and Community members, to address fire hazard reduction at the landscape level. All agencies have jurisdictional boundaries in close proximity to the project.

## E. <u>Project Implementation</u>

- 1. Discuss the anticipated timeline for the project. Make sure to take seasonal restrictions into account.
- 2. Verify the expected timeframes to complete the project will fall under the

Project Tracking Number: 17-FP-TUU-0018

March 15, 2022 deadline.

- 3. Describe the milestones that will be used to measure the progress of the project.
- 4. Describe measurable outcomes (i.e. project deliverables) that will be used to measure the project's success.
- 5. If applicable, how will the requirements of the California Environmental Quality Act (CEQA) be met?
  - 1. It is anticipated that the Posey Hazard Fuel Reduction Project will start on September 1, 2020 and end approximately on November 19, 2020. This estimate is based on 111 treated acres with a work force of 10 personnel working four ten hour days per week for a total of 80 days resulting in an estimated 1.3 acres per day being treated. Due to the elevation of the project it, is anticipated that seasonal restrictions should not be an issue with the anticipated timeline.
  - 2. All work on this project will meet the expected March 15, 2022 deadline.
  - 3. The milestones used to measure the progress of the project will be determined by several predetermined decision points, that can provide information on production rates, effectiveness, safety, and public outreach. These decision points will be identified on the project map and will result in be a collaborative discussion between the command staff and finance staff of Tulare County Fire Department, allied agencies, and key community stakeholders.
  - 4. The measurable outcomes will be based on the following anticipated goals: effective public outreach, effective community involvement, adequate equipment, allied agency satisfaction, and production rates.
  - 5. The County of Tulare will complete all California Environmental Quality Act requirements. The County has the ability and capacity to perform this internally through Tulare County Resource Management agency, or externally by contractor. Additionally, as required, an internal or external RFP will be available to consult and conduct site visits.

# F. <u>Administration</u>

- 1. Describe any previous experience the project proponent has with similar projects. Include a list of recent past projects the proponent has successfully completed if applicable. Project proponents having no previous experience with similar projects should discuss any past experiences that may help show a capacity to successfully complete the project being proposed. This may include partnering with a more experienced organization that can provide project support.
- 2. Identify who will be responsible for tracking project expenses and maintaining project records in a manner that allows for a full audit trail of any awarded grant funds.

1. The Tulare County Fire Department has completed 3 tree mortality projects within the past year and is currently undertaking its fourth project. These projects have treated nearly 1,000 dead or dying trees on State and Federal lands. This has provided Tulare County Fire with the ability to complete proposed work, experience in the financial reimbursement process, and given valuable needed experience in forecasting and planning fuels reduction projects. Tulare County Fire has the full capacity to complete this project with its current work force. Additionally, Tulare County Fire has successfully received over \$500,000 in Local Area Tree Mortality money and is anticipated to spend 2.2 million dollars in approved tree mortality projects over the next two years.

## **Completed projects**

Tree Mortality Balch Park Project Tree Mortality Posey Project Tree Mortality Eshom Project

## **Current Projects**

Local Area Tree Mortality project Parker Pass

2. As stated previously the Tulare County Fire Department and the County of Tulare is experienced with cost tracking, reimbursement, and record keeping on past fuel reduction projects as well as disaster recovery. The current and proposed process for capturing costs, tracking expenses, and maintaining records is a bi-weekly reconciliation of all equipment expenditures, personnel costs, supply costs, and consumable costs. These figures are reviewed by the supervising Battalion Chief, Operations Division Chief, and Administrative Service Officer in comparison to the weekly projected cost or proposed cost per acre of the project. This allows for financial forecasting and the management of all records and retention for 5 years.

# G. <u>Budget</u>

A detailed project budget should be provided in an Excel spreadsheet attached to this grant application. The space provided here is to allow for a narrative description to further explain the proposed budget.

- 1. Explain how the grant funds, if awarded, will be spent to support the goals and objectives of the project. If equipment grant funds are requested, explain how the equipment will be utilized and maintained beyond the life of the grant.
- 2. Are the costs for each proposed activity reasonable for the geographic area where they are to be performed? Identify any costs that are higher than usual and explain any special circumstances within the project that makes these increased costs necessary to achieve the goals and objectives of the project.
- 3. Is the total project cost appropriate for the size, scope, and anticipated benefit of the project?

Project Tracking Number: 17-FP-TUU-0018

- 4. Identify all Indirect Costs and describe why they are necessary for a successful project implementation. Administrative expenses to be paid by the Fire Prevention Grants must be less than 12% of the total grant request (excluding equipment).
- 5. Explain each object category in detail and how that would support meeting the grant objectives.
  - 1. If awarded, grant funds will be spent on salaries and benefits (61%), a California Environmental Quality Act study of the project (14%), mileage (6%), supplies (7%), public outreach (2%), and indirect costs of 10%.
  - 2. It is believed this project is within reason as \$187,800 of the requested \$248,314 (nearly 80% of the money) is for salaries, benefits, and CEQA compliance.
  - 3. The project is appropriate for the size, scope, and anticipated benefit. The cost of the project is estimated at \$248,314 and could possibly save homeowners, Tulare County Fire, and Cal Fire millions of dollars in preventing the loss of structures.
  - 4. The indirect cost related to the Posey Hazard Fuel Reduction Project includes the recovery of the administrative cost to administer the grant, produce maps, produce Incident Action Plans, facilitate personnel and staffing, track costs, accounts payable process, worker's compensation process, payroll process, human resources procurement, risk management assessment, maintain records, provide public outreach, and submit reimbursements. The total projected indirect cost is 10% of the overall project cost for a total of \$22,574. This percentage is the current administrative fee adopted by the County of Tulare in the fiscal year 2017/2018 fee schedule.

5. It is proposed that the Posey Hazard Fuel Reduction Project will cost \$248,314 dollars. Of that total cost it is estimated that \$136,000 will be spent on labor and \$16,800 will be spent on employee benefits for the Tulare County Fire Department 10 person fuels crew. The project is proposed to take 80 days from start to finish at \$1,700 a day for labor and \$210 a day for employee benefits. Additionally, the project will need a comprehensive California Environmental Quality Act report completed prior to working on site, it is estimated this will cost \$35,000. Along with the above mentioned costs it is estimated that the fuels crew will drive an estimated 360 miles round trip per day. The estimated mileage cost is projected at \$15,840 dollars. Additionally, miscellaneous consumable supplies of bar oil, fuel mix, paint, flagging, and additional consumable items are also budgeted for a total of \$2,200. Small tools on the Posey Hazard Fuel Reduction Project will consist of chainsaw chain, files (for tools and saws), pulaskis, mcleods, shovels, rakes and brooms, chaps and other miscellaneous tools for clearing brush for a total of \$3,000. The project has also budgeted personal protective equipment for each fuels crew member at \$1,000 per employee totaling \$10,000. That includes 2 pairs of gloves, 2 pairs of pants, 1 brush coat, 1 pair of goggles, and safety glasses. Additional supplies include the purchase of 2 Stihl 461 chainsaws for \$2,400 to clear brush, remove ladder fuels and remove trees. The project will consist of public outreach through traditional media, road signs, social media, drone footage, and pamphlets. It is anticipated this will cost \$4,500. Lastly to recover the administrative cost to administer the grant, produce maps, produce incident action plans, facilitate personnel and staffing, track costs, maintain records, and submit reimbursement, an indirect cost of 10% for a total of \$22,574 was calculated.

# H. <u>California Climate Investments</u>

The space provided here is to allow for a narrative description to further explain how the project/activity will reduce Greenhouse Gas emissions.

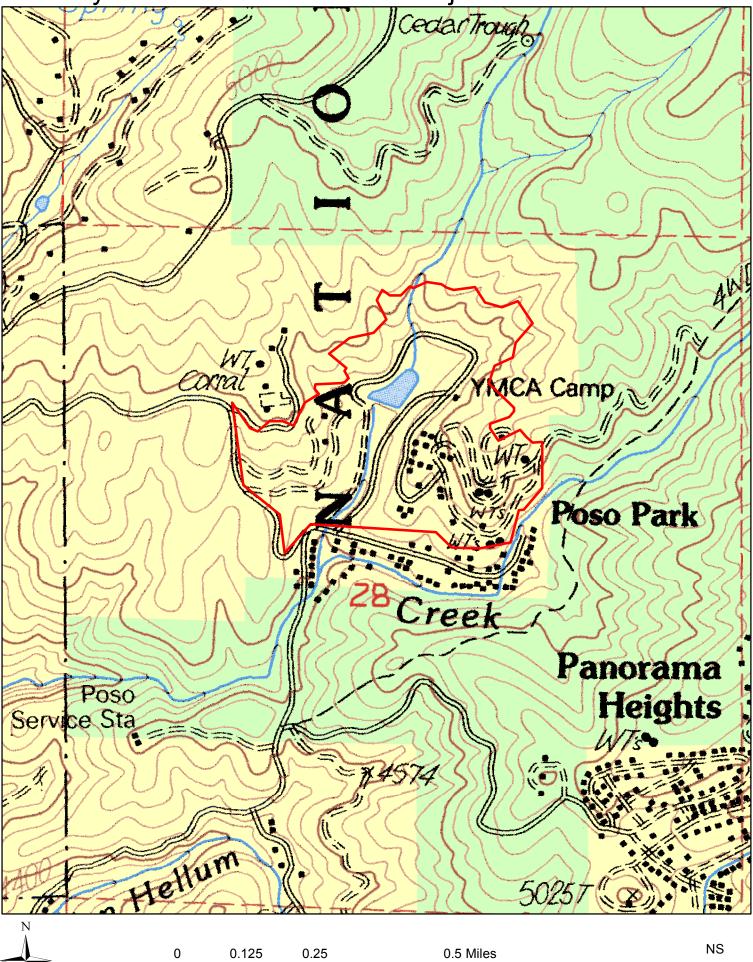
- 1. How will the project/activity reduce Greenhouse Gas emissions?
- 2. Is the project located in a Low-Income or Disadvantaged Community? If not, does the project benefit those communities. Please explain.
- 3. What are the expected co-benefits of the project/activity (i.e. environmental, public health and safety, and climate resiliency)?
- 4. When are the Greenhouse Gas emissions and/or co-benefits expected to occur and how will they be maintained?

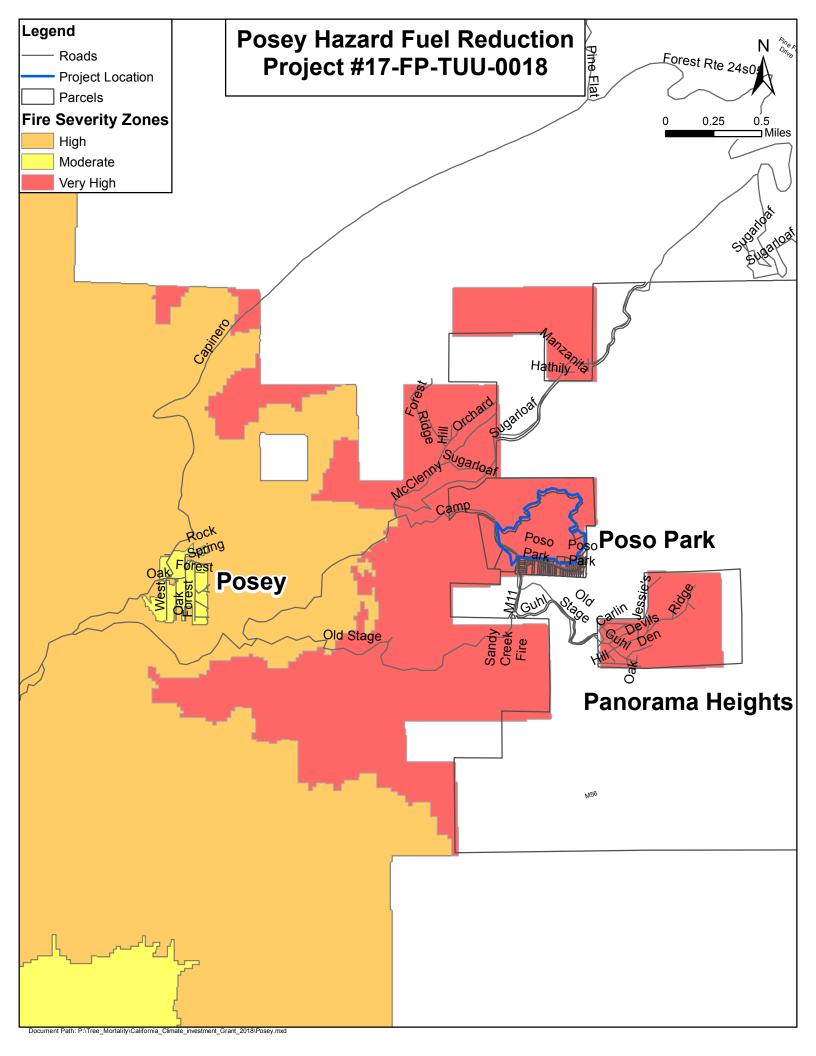
- The Posey Hazard Fuel Reduction Project will reduce the amount of available fuel consumed by wildfire. The reduction of fuel will ultimately reduce the probability of fire occurrence and size, thus reducing the carbon within the treated area if a fire were to occur. This in turn would reduce the available stored carbon potential. The project is proposed to reduce an estimated 1,776 tons of fuel drastically reducing greenhouse emissions. Along with the reduction of stored carbon, this project will reduce the potential for a wildland fire to spread into the wildland-urban interface, resulting in reduction of numerous other greenhouse gases that could be released into the atmosphere from structures, outbuildings, and vehicles impacted by fire.
- 2. This Posey Hazard Fuel Reduction Project is not located in an area classified as low income or disadvantaged.
- 3. Tulare County is ranked third in the U.S. for the poorest air quality by the American Lung Association. This project has a great potential to reduce greenhouse gases and stored carbon. This project will have a positive outcome in relation to air quality and PM 10 particulates thus improving the environment. Additional co-benefits from the Posey Hazard Fuel Reduction Project are the improvement of roadside safety, reducing the threat to the wildland-urban interface, increasing wildland fire readiness and preparedness in the community, improved defensible space through public chipper days, the reduction of stored carbon and improved air quality, improving the community's outlook and making the community more fire wise, and improving the resiliency of the eco system. While all the above listed benefits of this project are a drastic improvement, the largest benefit to the 52 permanent habitable residential structures and 300 seasonal residents who reside within the project area, is the reduction of fuel surrounding the community. The conifer stands located in the project area are in a Tier 1 High Hazard Tree Mortality Zone averaging 45 dead or dying trees per acre.
- 4. It is expected that the Posey Hazard Fuel Reduction Project will provide immediate benefits within the first few weeks by improving roadside safety, defensible space, the reduction of stored carbon, and improving the community's wildland fire preparedness. The long term benefits and cobenefits can be maintained as necessary by Tulare County, Cal Fire, Sequoia Fire Safe Council, Tulare County Resource Conservation District, or a combination of all as necessary.

Project Budget

Budget Category	Item Description		Cost Basi	c		0	ost Shar	'A			E	nding Source				Total
	Item Description		COST Basi	S			(%)	e			Fui	(\$)				(\$)
		Quantity	Units	С	ost/Unit	Grant	Grantee	Partner		Grant		Grantee		Partner(s)		
1	and Wages 10 Person Fuels Crew	80	Days	\$	1,700	100%	0%	0%	\$	136,000	\$	-	\$		\$	136,00
	10 Person Fuels Crew	0	Days	\$	-	0%	0%	0%	\$	-	\$	-	\$	-	\$	- 130,00
		0	Hours	\$	-	0%	0%	0%	\$	-	\$	-	\$	-	\$	-
ĺ		0	Days	\$	-	0%	0%	0%	\$	-	\$	-	\$	-	\$	-
		0	Hours	\$	-	0%	0%	0%	\$	-	\$	-	\$	-	\$	-
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		0	Hours	\$	-	0%	0%	0%	\$	-	\$	-	\$	-	\$	-
	Sub-Total Salaries and Wages:	0	Hours	\$	-	0%	0%	0%	\$ \$	- 136,000	\$ \$	-	\$ \$	-	\$ \$	- 136,000
3. Employe	ee Benefits								Ş	150,000	Ş	-	Ş	-	Ş	150,00
	10 Person Fuels Crew	80	Days	\$	210	100%	0%	0%	\$	16,800	\$	-	\$	-	\$	16,800
		0	Days	\$	-	0%	0%	0%	\$	-	\$	-	\$	-	\$	-
		0	Hours	\$	-	0%	0%	0%	\$	-	\$	-	\$	-	\$	-
		0	Days	\$	-	0%	0%	0%	\$	-	\$	-	\$	-	\$	-
		0	Hours	\$	-	0%	0%	0%	\$	-	\$	-	\$	-	\$	-
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		0	Hours Hours	\$ \$	-	0%	0%	0%	\$ \$		\$ \$	-	\$ \$	-	\$ \$	-
	Sub-Total Employee Benefits:	U	110013	Ļ		578	070	576	\$	16,800	\$	-	\$	-	\$ \$	16,800
C. Contract									7	_0,000	7		1 -		Ŧ	_0,000
	CEQA	1	Report	\$	35,000	100%	0%	0%	\$	35,000	\$	-	\$	-	\$	35,000
ļ		0	Days	\$	-	0%	0%	0%	\$	-	\$	-	\$	-	\$	-
		0	Each	\$	-	0%	0%	0%	\$	-	\$	-	\$	-	\$	-
		0	Acres	\$	-	0%	0%	0%	\$	-	\$	-	\$	-	\$	-
	Cult Tatal Cantos stuals	0	Miles	\$	-	0%	0%	0%	\$	-	\$	-	\$	-	\$	-
Traval	Sub-Total Contractual: & Per Diem:								\$	35,000	\$	-	\$	-	\$	35,000
	Mileage	28800	Miles	\$	1	100%	0%	0%	\$	15,840	\$	-	\$	-	\$	15,840
	Willeage	0	Days	\$	-	0%	0%	0%	\$	- 13,840	\$		\$		\$	- 13,840
		0	Days	\$	-	0%	0%	0%	\$	-	\$	-	\$	-	\$	-
		0	Days	\$	-	0%	0%	0%	\$	-	\$	-	\$	-	\$	-
	Sub-Total Travel & Per Diem:								\$	15,840	\$	-	\$	-	\$	15,840
E. Supplies		1											<del>.</del>			
	Consumable Supplies	20	Each	\$	110	100%	0%	0%	\$	2,200	\$	-	\$	-	\$	2,200
	Small Tools Personal Protective Equipment	25 10	Each Each	\$ \$	120 1,000	100%	0% 0%	0% 0%	\$ \$	3,000	\$ \$	-	\$ \$	-	\$ \$	3,000
	Chainsaws	2	Each	\$ \$	1,000	100%	0%	0%	ې \$	2,400	ې \$	-	ş Ş		\$ \$	2,400
		2	Each	Ļ	1,200	100%	0%	0%	\$	-	\$		\$	-	\$	- 2,400
	Sub-Total Supplies:								\$	17,600	\$	-	\$	-	\$	17,600
. Equipme	ent	-														
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G. Other Co									Ŷ		Ŷ		Ŷ		Ŷ	
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		0	Each	\$ \$	-	0%	0%	0%	\$ \$		\$ \$	-	\$ \$	-	\$ \$	
		0	Each	\$	-	0%	0%	0%	\$	-	\$		\$		\$	-
	Sub-Total Other Costs	-		Ŧ					\$	4,500	\$	-	\$	-	\$	4,50
otal Dire	ect Costs								\$	225,740	\$	-	\$	-	\$	225,74
	Costs (Evoludo Environ +)							100/	ć	22 57 6					ć	22.57
ndiract C	Costs (Exclude Equipment)							10%	Ş	22,574					\$	22,57
ndirect C									ć	240.244			\$		*	248,31
	ject Costs								2	248,314	Ş	-	2	-	Ş	240.31
	ject Costs								\$	248,314	Ş	-	Ş		\$	240,51
otal Proj	ject Costs gram Income								\$ \$	248,314	Ş		Ş		\$ \$	240,51
otal Proj										- 248,314	Ş		3	-		- 240,51

Posey Hazard Fuel Reduction Project #17-FP-TUU-0018





# Attachment "J"

Grant Agreement-5GG17238

South Fork Hazard Fuel and Tree Reduction Project



DEPARTMENT OF FORESTRY AND FIRE PROTECTION

P.O. Box 944246 SACRAMENTO, CA 94244-2460 (916) 653-7772 Website: www.fire.ca.gov



October 3, 2018

Jeff McLaughlin Tulare County Fire Department 835 S. Akers St. Visalia, CA 93277

5GG17238; South Fork Hazard Fuel Reduction Project

This agreement cannot be considered binding on either party until approved by appropriate authorized CAL FIRE designee. No services should be provided prior to approval, as the State is not obligated to make any payments on any Agreement prior to final approval. FAILURE TO RETURN ALL DOCUMENTS BY DATE BELOW MAY RESULT IN LOSS OF FUNDING.

Please contact David Shy at (559) 732-5954 if you have questions concerning services to be performed. Please contact Bobby Nguyen at (916) 651-6620 if you have any administrative questions or concerns.

- 1. X Full grant agreement including terms and conditions, addendum, grant application form, scope of work, budget, and map enclosed. Print (single sided) and return three (3) sets of agreements with original signatures in blue ink. In addition, please return the attachment(s) below, as applicable to your organization, to be received by CAL FIRE no later than **November 30, 2018**.
  - Attachment 5 Std. 204 Payee Data Record http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf
  - Attachment 7 Board Resolution or Attesting Document granting authority to sign (non-profit and local entity applicants)

Return all originals and requested documents for further processing to: Department of Forestry and Fire Protection Attention: GMU/CCI FP P.O. Box 944246 Sacramento, CA 94244-2460

2. Enclosed for your record is one fully executed copy of the agreement referenced above. When billing for services performed under this agreement, your invoices must reference the agreement number above and be submitted to the contract manager.

Thank you,

Bobby Nguyen Grants Analyst Grants Management Unit

Enclosures CC: Virginia Hernandez David Shy Stella Chan

#### State of California Dept. of Forestry and Fire Protection (CAL FIRE) State Fire Marshal's Office GRANT AGREEMENT

APPLICANT:	Tulare County Fire Department
PROJECT TITLE:	South Fork Hazard Fuel Reduction Project

GRANT AGREEMENT: 5GG17238

PROJECT PERFORMANCE PERIOD IS from Upon Approval through July 30, 2020.

Under the terms and conditions of this Grant Agreement, the applicant agrees to complete the project as described in the project description, and the State of California, acting through the Dept. of Forestry & Fire Protection, agrees to fund the project up the total state grant amount indicated.

**PROJECT DESCRIPTION:** Project will focus on the modification of vegetation along the South Fork roadway by reducing the available fuel, thus increasing roadside safety, securing the vital ingress and egress route for residents evacuating from fast moving wildland fires, and reducing the spread of fire from the wildland into the wildland-urban interface.

**Total State Grant not to exceed \$** 

190,466.00

(or project costs, whichever is less)

\*The Special and General Provisions attached are made a part of and incorporated into this Grant Agreement.

Tulare County Fir	e Department		STATE OF CALIF DEPARTMENT OF F AND FIRE PROTE	ORESTRY				
Applica	Int							
Ву		Ву						
Signature of Authorized R	Representative							
Title		Title: De	nnis Mathisen, State F	ire Marshal				
Date		Date						
	CERTIFIC	CATION OF FUND	DING					
AMOUNT OF ESTIMATE FUNDING	GRANT AGREEMENT N	UMBER	FUND					
\$190,466.00	5GG17238		Greenhouse Gas Reduction Fund					
ADJ. INCREASING ENCUMBRANCE \$ 0.00	APPROPRIATION Greenhouse Gas R	eduction Fund						
ADJ. DECREASING ENCUMBRANCE	FUNCTION							
\$ 0.00	Greenhouse Ga	s Reduction F	und					
UNENCUMBERED BALANCE	LINE ITEM ALLOTMENT	CHAPTER	STATUTE	FISCAL YEAR				
\$190,466.00	3540-001-3228	14, 249	249 2017 17/18					
T.B.A. NO. B.R. NO.	INDEX OBJ. EXPEN D	PCA	PROJECT/WO	RK PHASE				
FY 17/18	9212 418	91015	VENDOR#	831108-00				

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.

### TERMS AND CONDITIONS OF GRANT AGREEMENT

# I. RECITALS

- 1. This Agreement, is entered into between the State of California, by and through the California Department of Forestry and Fire Protection (CAL FIRE), hereinafter referred to as "STATE" and Tulare County Fire Department, hereinafter referred to as "GRANTEE".
- The STATE herby grants to GRANTEE a sum (hereinafter referred to as "GRANT FUNDS") not to exceed One Hundred Ninety Thousand Four Hundred Sixty Six Dollars (\$190,466.00).
- 3. In addition to the terms and conditions of this Agreement, the STATE and GRANTEE agree that the terms and conditions contained in the documents set forth below are hereby incorporated and made part of this agreement.
  - a. Department of Forestry and Fire Protection (CAL FIRE) Fire Prevention Grant Program Procedural Guide 2017-2018
  - b. The submitted Application, Scope of Work, Budget Detail, GHG Emissions Reduction Methodology and Exhibits
  - c. Addendum for Greenhouse Gas Reduction Fund (GGRF) Grant Projects

# II. SPECIAL PROVISIONS

- 1. Recipients of GRANT FUNDS pursuant to Chapter 249, Statutes of 2017 shall abide by the provisions in this Agreement. This includes the requirement that work shall not commence prior to the execution of this Agreement by both parties. Any work started prior to the execution of this Agreement will not be eligible for funding under the terms of this Agreement.
- 2. As precedent to the State's obligation to provide funding, GRANTEE shall provide to the STATE for review and approval a detailed budget, specifications, and project description. Approval by the STATE of such plans and specifications, or any other approvals provided for in this Agreement, shall be for scope and quality of work, and shall not relieve GRANTEE of the obligation to carry out any other obligations required by this Agreement, in accordance with applicable law or any other standards ordinarily applied to such work or activity.
- 3. All informational products (e.g., data, studies, findings, management plans, manuals, photos, etc.) relating to California's natural environment produced with the use of GRANT FUNDS shall be available for public use.

### III. GENERAL PROVISIONS

### 1. Definitions

- a. The term "Agreement" means grant agreement number **5GG17238**.
- b. The term "GRANT FUNDS" means the money provided by the STATE to the GRANTEE in this Agreement.
- c. The term "GRANTEE" means an applicant who has a signed Agreement for the award for GRANT FUNDS.
- d. The term "Other Sources of Funds" means all matching fund sources that are required or used to complete the Project beyond the GRANT FUNDS provided by this Agreement.
- e. The term "STATE" means the State of California, Department of Forestry and Fire Protection (CAL FIRE).
- f. The term "Project" means the development or other activity described in the "Project Scope of Work".
- g. The term "Project Budget Detail" as used herein defines the approved budget plan.
- h. The term "Project Scope of Work" as used herein means the individual scope of work describing in detail the approved tasks.

### 2. Project Representatives

The project representatives during the term of the agreement will be:

STATE: CAL FIRE	GRANTEE: Tulare County Fire Department
Section/Unit: TUU - Tulare Unit	Section/Unit:
Attention: David Shy	Attention: Jeff McLaughlin
Mailing Address:	Mailing Address:
1968 South Lovers Lane	835 S. Akers St.
Visalia, CA 93292	Visalia, CA 93277
Phone Number: (559) 732-5954	Phone Number: 559-802-9800
Email Address: David.Shy@fire.ca.gov	Email Address: JEMcLaughlin@co.tulare.ca.us

Changes to the project representatives during the term of the agreement shall be made in writing. Notice shall be sent to the above representative for all notice provisions of this Agreement.

- 3. Project Execution
  - a. Subject to the availability of grant monies, the STATE hereby grants to the GRANTEE a sum of money (GRANT FUNDS) not to exceed the amount stated on Section I. RECITALS, Paragraph 2 in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of the Project in this Agreement and its attachments and under the terms and conditions set forth in this Agreement.
  - b. GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the Project. Any amendment to the Project as set forth in the Application on file with the STATE must be submitted to the STATE for approval in writing. No amendment is allowed until written approval is given by the STATE.
  - c. GRANTEE shall complete the Project in accordance with the time of Project performance set forth in this Agreement, unless an amendment has been approved and signed by the STATE under the terms and conditions of this Agreement. Amendments must be requested in advance and will be considered in the event of circumstances beyond the control of the GRANTEE, but in no event less than 90 days from the Agreement expiration date and in no event less than 60 days before the effective date of the amendment. Approval of amendment is at the STATE's discretion.
  - d. GRANTEE certifies that the Project Scope of Work complies with all local, State, and federal laws and regulations.
  - e. GRANTEE shall comply with the California Environmental Quality Act (CEQA) (Public Resources Code, Section 21000, et. seq. Title 14, California Code of Regulations, Section 15000 et. seq.) and all other local, State, and federal environmental laws. A copy of the certified CEQA document must be provided to STATE before any GRANT FUNDS are made available for any Project activity that could directly impact the environment (e.g. cutting, piling or burning bush, masticating, dozer work, etc.). CEQA compliance shall be completed within 18 months from start date of the Agreement. The start date is considered the date the last party signs the Agreement. GRANT FUNDS will be made available in advance of CEQA compliance for project activities that do not have the potential to cause a direct environmental impact (e.g. project planning, locating and

marking property or project boundaries, contacting and signing up landowners, etc.).

- f. GRANTEE shall permit periodic site visits by representative(s) of the STATE to ensure program compliance and that work is in accordance with the approved Project Scope of Work, including a final inspection upon Project completion.
- g. GRANTEE, and the agents and employees of GRANTEE, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents, of the STATE.
- 4. Project Costs and Payment Documentation
  - a. Payment by the STATE shall be made after receipt of an acceptable invoice and approval by a duly authorized representative of the STATE. GRANTEE shall submit an invoice for payment to the CAL FIRE Project Representative of the STATE. A final invoice shall be submitted no later than 30 days after completion, expiration, or termination of this Agreement.
  - b. For services satisfactorily rendered, and upon receipt and approval of invoices for payment, the STATE agrees to compensate GRANTEE for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto, as Attachment 3 Final Project Budget, and made a part of this Agreement.
  - c. Equipment purchased using GRANT FUNDS, wholly or in part, must be used by the GRANTEE for the project which it was acquired. STATE retains a vested interest in the equipment for the useful life of the equipment, even after completion of the grant. GRANTEE shall provide written disposition of the equipment upon completion of the grant and upon any changes to the disposition of the equipment. Such disposition must be approved in advance by STATE. Equipment purchased using GRANT FUNDS cannot be used as collateral, financed, or sold without prior written approval from the STATE.
  - d. GRANTEE shall submit, in arrears, not more frequently than once a month, and no less than quarterly, an invoice to the STATE for costs paid by GRANTEE pursuant to this Agreement. Each invoice shall contain the following information: the Agreement number, the dates or time period during which the invoiced costs were incurred, expenditures for the current invoice and cumulative expenditures to date by major budget category (e.g., salaries, benefits, supplies, etc.), appropriate supporting documentation, project progress reports, and the signature of an authorized representative of GRANTEE as detailed in the Invoice

Guidelines of the Procedural Guide for the CAL FIRE Fire Prevention Grant Program.

- e. GRANT FUNDS in this Agreement have a limited period in which they must be expended. All GRANTEE expenditures must occur prior to the end of the Project performance period of this Agreement.
- f. Except as otherwise provided herein, GRANTEE shall expend GRANT FUNDS in the manner described in the Project Budget Detail approved by the STATE. The dollar amount of an item in the Project Budget Detail may be increased or decreased by up to ten percent (10%) of the budget item through reallocation of funds from another item or items, without approval by the STATE; however, GRANTEE shall notify the STATE in writing in project progress reports when any such reallocation is made, and shall identify both the item(s) being increased and those being decreased. Any increase or decrease of an item of more than ten percent (10%) of the budget item must be approved in writing by the STATE before any such increase or decrease is made. A formal approved amendment is required to increase the total amount of GRANT FUNDS.
- g. GRANTEE shall promptly submit any and all records at the time and in the form as the STATE may request.
- h. GRANTEE shall submit each invoice for payment to:

California Department of Forestry & Fire Protection Attention: David Shy 1968 South Lovers Lane Visalia, CA 93292

- i. Notwithstanding any of the provisions stated within this Agreement, the STATE may at its discretion make advance payment from the grant awarded to the GRANTEE if GRANTEE is a nonprofit organization, a local agency, a special district, a private forest landowner or a Native American tribe. Advance payment made by the STATE shall be subject to the following provisions.
  - GRANTEE shall submit a written request identifying how funds will be used over a six-month period. The written request must be accompanied by an invoice that contains the same level of detail as a regular invoice.
  - GRANTEE shall file an accountability report with STATE four months from the date of receiving the funds and every four months thereafter.

- Multiple advance payments may be made to a GRANTEE over the life of a project.
- No single advance payment shall exceed 25% of the total grant amount and must be spent on eligible costs within six months of the advance payment request. GRANTEE may request additional time to spend advance funds but must be approved in writing by the STATE. The balance of unspent advance payment funds not liquidated within the six-month spending period will be billed for the return of advanced funds to the STATE.
- All work under a previous advance payment must be fully liquidated via an invoice and supporting documentation and completed to the STATE's satisfaction before another advance payment will be made.
- Any advance payment received by a GRANTEE and not used for project eligible costs shall be returned to CAL FIRE. The amount will be returned to the grant balance.
- Advance payments must be deposited into an interest-bearing account. Any interest earned on advance payment funds must be accounted for and used toward offsetting the project cost or returned to the STATE.
- 5. Budget Contingency Clause
  - a. If STATE funding for any fiscal year is reduced or deleted for purposes of the California Climate Investment Fire Prevention Program, the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or if possible and desirable, offer an Agreement amendment to GRANTEE to reflect the reduced amount available for the Project.
- 6. Project Administration
  - a. GRANTEE shall provide the STATE a written report showing total final Project expenditures and matching funds upon Project completion or grant expiration, whichever occurs first. GRANTEE must report to the STATE all sources of other funds for the Project. If this provision is deemed to be violated, the STATE will request an audit of GRANTEE and can delay the disbursement of funds until the matter is resolved.
  - b. GRANTEE shall promptly submit written Project reports as the STATE may request throughout the term of this Agreement.
  - c. GRANTEE shall submit a final accomplishment report, final invoice with associated supporting documentation, and copies of materials developed

using GRANT FUNDS, including but not limited to plans, educational materials, etc. within 30 days of Project completion.

- 7. Financial Records
  - a. GRANTEE shall retain all records described in Section 7(c) below for three (3) years after final payment by the STATE. In the case an audit occurs, all such records shall be retained for one (1) year from the date is audit is completed or the three (3) years, whichever date is later.
  - b. GRANTEE shall maintain satisfactory financial accounts, documents, and records for the Project and make them available to the STATE for review during reasonable times. This includes the right to inspect and make copies of any books, records, or reports of GRANTEE pertaining to this Agreement or matters related thereto.
  - c. GRANTEE shall keep such records as the STATE shall prescribe, including, but not limited to, records which fully disclose (a) the disposition of the proceeds of state funding assistance, (b) the total cost of the Project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the Project cost supplied by other sources, and (d) any other such records as will facilitate an effective audit. All records shall be made available to the STATE, other State of California agency, or other entity as determined by the State of California for auditing purposes at reasonable times.
  - d. GRANTEE shall use any generally accepted accounting system.
- 8. Project Termination
  - a. This Agreement may be terminated by the STATE or GRANTEE upon 30days written notice to the other party.
  - b. If either party terminates the Agreement prior to the completion of the Project, GRANTEE shall take all reasonable measures to prevent further costs to the STATE under the Agreement and the STATE shall be responsible for any reasonable and non-cancelable obligations incurred by GRANTEE in the performance of this Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.
  - c. Failure by GRANTEE to comply with the terms of this Agreement may be cause for suspension of all obligations of the STATE hereunder at the discretion of the STATE.

### GRANT NUMBER 5GG17238 Tulare County Fire Department South Fork Hazard Fuel Reduction Project

- d. Failure of GRANTEE to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of the STATE hereunder if in the judgment of the STATE such failure was due to no fault of GRANTEE. At the discretion of the STATE, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
- e. Final payment to GRANTEE may not be made until the STATE determines the Project conforms substantially to this Agreement.
- 9. Hold Harmless
  - a. GRANTEE shall defend, indemnify and hold the STATE, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of GRANTEE, its officers, agents, or employees. The duty of GRANTEE to indemnify and hold harmless includes the duty to defend as set forth in Civil Code Section 2778. This Agreement supersedes GRANTEE's right as a public entity to indemnity (see Government Code Section 895.2) and contribution (see Government Code Section 895.6) as set forth in Government Code Section 895.4.
  - b. GRANTEE waives any and all rights to any type of express or implied indemnity or right of contribution from the STATE, its officers, agents, or employees for any liability resulting from, growing out of, or in any way connected with or incident to this Agreement.
  - c. Nothing in this Agreement is intended to create in the public or in any member of it rights as a third-party beneficiary under this Agreement.
- 10. Tort Claims

### FEDERAL:

The United States shall be liable, to the extent allowed by the Federal Tort Claims Act 28 United States Code 2671-2680, for claims of personal injuries or property damage resulting from the negligent or wrongful act or omission of any employee of the United States while acting within the scope of his or her employment, arising out of this Agreement.

### STATE:

### GRANT NUMBER 5GG17238 Tulare County Fire Department South Fork Hazard Fuel Reduction Project

The State of California shall be liable, to the extent allowed by law and subject to California Government Code, Title 1, Division 3.6, providing for the filing of tort claims against the State of California, for personal injuries or property damage resulting from the negligent or wrongful act or omission of State of California employees while acting within the scope of his or her employment, arising out of this Agreement.

### 11. Nondiscrimination

The State of California prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, sex, marital 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 program. GRANTEE shall not discriminate against any person on any of these bases.

### 12. Incorporation

The grant guidelines and the Project Scope of Work, Project Budget Detail and any subsequent amendments or modifications to the Project Scope of Work and Project Budget Detail approved in writing by the STATE are hereby incorporated by reference into this Agreement as though set forth in full in this Agreement.

### 13. Severability

If any provision of this Agreement or the Project Scope of Work thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

### 14. Waiver

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

### 15. Assignment

This Agreement is not assignable by GRANTEE either in whole or in part.

ADDENDUM – CALIFORNIA CLIMATE INVESTMENTS (CCI) GRANT PROJECTS

# I. SPECIAL PROVISIONS

- 1. Grant funds shall be used on projects with the primary goal of reducing greenhouse gases (GHGs) and furthering the purposes of California's Global Warming Solutions Act of 2006, Division 25.5 (commencing with Section 38500) of the Health and Safety Code, and related statutes.
- 2. Grant funds shall be used on projects limited to specific activities as described in CCI Grants Procedural Guides.
- 3. Greenhouse gas emissions must be calculated using the CARB Greenhouse Gas Quantification Methodology applicable to the grant program (<u>https://ww2.arb.ca.gov/resources/documents/cci-quantification-benefits-and-reporting-materials</u>).
- 4. Grantee shall report project and benefits information when requested by the State. This may include, but is not limited to, funding expended, acres treated, GHG emissions, trees planted, disadvantaged community benefits, energy/water savings, job creation, and other co-benefits.
- 5. Grantee shall maintain accurate and detailed records documenting project description, project location, and schedule, CCI dollars allocated, and leveraged funds throughout the duration of the project.
- 6. Failure of Grantee to meet the agreed upon terms of achieving required GHG reduction may result in project termination and recovery of funds.

# II. MONITORING AND REPORTING REQUIREMENTS

All funds expended through CCI are subject to emissions reporting and requirements. Grantee is expected to provide the appropriate materials for completing program quantification methodology. Grantee shall use the current reporting template provided by the STATE. The reporting shall be submitted to the STATE no less frequently than quarterly. In addition, STATE may request additional information in order to meet current CARB reporting requirements. The requirements are available on the CARB CCI Quantification, Benefits and Reporting Materials webpage:

https://ww2.arb.ca.gov/resources/documents/cci-quantification-benefits-and-reportingmaterials.

### III. PROGRAM ACKNOWLEDGEMENT/RECOGNITION

1. All projects funded both fully and partially by the GGRF must clearly display, identify and label themselves as being part of the "California Climate Investments" program. The acknowledgement must contain the California Climate Investments and CAL FIRE logos as well as the following statement:

*"Funding for this project provided by the California Department of Forestry and Fire Protection as part of the California Climate Investments Program."* 

A draft of the acknowledgement must be approved by the STATE prior to publication. For stationary projects, acknowledgement may include, but is not limited to, a sign on the project site. For other project types, such as vehicles, equipment, and consumer-based incentives, acknowledgement is encouraged by using a decal, sticker or other signage.

Guidance on California Climate Investments logo usage, signage guidelines, and high-resolution files are contained in a style guide available at: <a href="http://www.caclimateinvestments.ca.gov/logo-graphics-request">www.caclimateinvestments.ca.gov/logo-graphics-request</a>.

2. In addition, all projects funded both fully and partially by GGRF must contain the following statement in public announcements or press releases on said projects:

"The South Fork Hazard Fuel Reduction Project is part of California Climate Investments, a statewide program that puts billions of Cap-and-Trade dollars to work reducing GHG emissions, strengthening the economy, and improving public health and the environment– particularly in disadvantaged communities. The Cap-and-Trade program also creates a financial incentive for industries to invest in clean technologies and develop innovative ways to reduce pollution. California Climate Investments projects include affordable housing, renewable energy, public transportation, zero-emission vehicles, environmental restoration, more sustainable agriculture, recycling, and much more. At least 35 percent of these investments are located within and benefiting residents of disadvantaged communities, low-income communities, and low-income households across California. For more information, visit the California Climate Investments website at: www.caclimateinvestments.ca.gov."



# California Department of Forestry and Fire Protection (CAL FIRE) **California Climate Investment Fire Prevention Program Grant Application** Fiscal Year 2017-18 Funding Opportunity



Please fill out this form completely. Be sure to save a copy of this form for your records. Submit 1 printed copy with original signature(s) and 1 electronic copy and all supporting materials to: California Department of Forestry and Fire Protection, Attention: Grants Management Unit - Fire Prevention Program, P.O. Box 944246, Sacramento, CA 94244-2460. E-mail an electronic copy to CALFIRE.Grants@fire.ca.gov. Be sure to include all attachments.

1. Project Trac	king #: 17-FP-TU	JU-0019		CalMapper ID:	:		
Project Name/Tit	le: South Fork H	azard Fuel Reductio	n Projec	t			
County: Tulare		CAL FIRE Unit/Con	tract Co	unty: TUU - Tulare U	nit		Please use this 3-letter Unit identifier for file naming (see questions 6 & 17)
2. Organizatio	<b>n Type:</b> Coun	ty		If Other, ple	ase specify:		
If Non-Profit, are	you a registered	501(c)(3)?		Fire Protect	tion Provid	ler: County	
	_	Tulare County Fire Chief, Emergency S		nent			
First Name: Jeff				Last Name:	McLaughlir	۱	
Address 1: 835 S	. Akers St.						
Address 2:							
City: Visalia			State:	California		Zip Cod	e: 93277
Phone Number:	559-802-9800			Secondary Phone	Number: 5	59-802-9802	
Email Address:	JEMcLaughlin@d	co.tulare.ca.us			Fax Numb	er: 559-687-	6919
1 Foundation	ine e un e estimiter	is funding boing		4 a d 2			

### 4. For which <u>primary</u> activity is funding being requested?

**Fuel Reduction** 

5. Grant Period: Please provide the estimated start date and completion date for your project. Projects MUST be completed by March 15, 2022. Note that final billing is due 30 days after project completion. Please use MM/DD/YYYY format.

Project Start Date: 04/27/2020

Project Completion Date: 07/30/2020

Tracking #: 17-FP-TUU-0019

**6. Project Location:** Identify a central point that identifies the general area of project activities. Enter the information in NAD 83 - degrees, minutes and seconds in whole numbers. Enter Longitude as a positive number.

A <u>REQUIRED</u> component of the application is the usage of the Fire Prevention Grant Project/Treatment Area Mapping Program. The mapping program and directions can be found here: <u>http://calfire.ca.gov/fire\_prevention/</u> <u>firepreventiongrants</u>



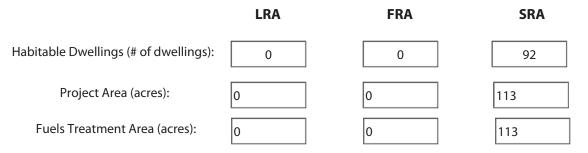
Latitude must be between 32 and 42 degrees. Longitude must be between 114 and 125 degrees. Latitude and Longitude minutes and seconds must be between 0 and 60. For planning or public education projects, use a central point in the WUI for the general area covered by the project.

Please attach a Project map in PDF format with geographic information describing your project location. The map should show the surrounding area in relation to the project. **File naming convention:** Features should be named with the Tracking # and Feature Type. *Example: 17-FP-UUU-XXXX-MAP.pdf* 

"**Project Area**" is the general area where project activities will reduce wildfire risk and/or damage. All projects must have a project area. For planning or public education grants or other projects that don't have well-defined boundaries, provide a map that generally covers the area. For example, for a county-wide public education project, the map should identify the populated portion of the WUI in the county.

#### 7. Project Area Statistics:

For all projects, give an estimate of the project area size and include an estimate of the number of habitable structures impacted by the project. Provide the size of the treatment area for projects that include fuels treatment.



#### 8. SRA Fire Hazard Severity Zones (FHSZ):

What SRA Fire Hazard Severity Zones (FHSZ) are in the project area? SRA Fire Hazard Severity Zone ratings are available at: <a href="http://calfire.ca.gov/fire\_prevention/fire\_prevention\_wildland\_zones.php">http://calfire.ca.gov/fire\_prevention/fire\_prevention\_wildland\_zones.php</a>

Please provide an approximate number of acres or percentage of the project area in each zone.



Acres Note: Total acres must be the same as Item 7 Project Area (Acres). Percent Note: Total % must be 100%

Tracking #: 17-FP-TUU-0019

#### 9. Limiting Factors:

Are there any existing forest or land management plans; Conservation Easements; Covenant, Conditions & Restrictions (CC&R's); matters related to zoning; use restrictions, or other factors that can or will limit the fire prevention proposed activity?

**If checked**, describe existing plan(s) and the limitations, if any, in the attached Scope of Work.

#### **10. Timber Harvest Plans:**

For fuel reduction projects, is there a timber harvesting document on any portion of the proposed project area for which a "Notice of Completion" has not been filed with CAL FIRE?

If checked, provide the THP identification number and describe the relationship to the project in the attached Scope of Work document.

Tł	IP ID Number:
<b>11. Communities at Risk:</b> Is the project See <a href="http://osfm.fire.ca.gov/fireplan/fireplan">http://osfm.fire.ca.gov/fireplan/fireplan</a>	t associated with a community that is listed as a Community At Risk? nning_communities_at_risk.php
If yes, what is the name of the community(ies)? If none, enter "none".	Three Rivers
	Number of Community(ies) at Risk: 1
-	<b>munity(ies):</b> Does the project contain a Disadvantaged and/or Low Income Community? <u>de/auctionproceeds/communityinvestments.htm</u> Yes X No
If yes, select all that applies:	vantaged 🗌 Low Income 🗌 Both 📄 Buffer Zone
13. Describe how your proposal would i	reduce the total amount of wildfire (and thereby reduce wildfire emissions) around

communities, homes, infrastructure, and other highly valued resources. Please focus on GHG benefits. (limited to space provided):

This project will reduce approximately 1,808 tons of fuel and stored carbon potential. It will also diminish the spread of fire from the
wildland into the wildland urban interface, protecting 97 habitable structures and 242 residents.

#### 14. Project Budget:

What is the proposed budget? Please include a discussion of the project budget in the Scope of Work and enter the amount from the Project Budget workbook (.xls).

Budget item	Amount
Grant Portion of project (\$)	\$190,466.00
Equipment Purchases (\$)	
Partners (\$)	
Total Project Budget (\$)	190,466

#### **15. Local Wildland Fire Risk Reduction Plans:**

Is the project in, consistent with, or build on a larger plan that deals with the risk and potential impact to habitable structures in the WUI covered by this project? If so, discuss in the Scope of Work. *Select all that apply.* 

🔀 CAL FIRE Unit Strategic Fire Plan	Homeowners' Association Plan	Fire Safe Council Action Plan
County Fire Department Strategic Fire Plan	Local Fire Department Plan	FIREWISE Community Assessment
Other Local Plan (Identify in Scope of Work)	🔀 Local Hazard Mitigation Plan	🔀 Community Wildfire Protection Plan

Tracking #: 17-FP-TUU-0019

Project Name: South Fork Hazard Fuel Reduction Project

#### 16. CEQA Compliance:

Describe how compliance with the California Environmental Quality Act (CEQA) will be achieved in the Scope of Work. Is there an existing (CEQA) document that addresses this project or can be used to meet CEQA requirements?

 Please indicate the CEQA document type:
 Will File

 For planning, education and other projects that are exempt from CEQA, select "Not Applicable".

 Document Identification Number

#### **17. Application Submission:**

<u>NOTE TO APPLICANT</u>: If you modify the language contained in any part of this document, other than to fill in the blanks, or to provide requested information, your application <u>will</u> be rejected.

Note: Replace XXXX in the file name with the project's ID Number.

Note: Replace UUU in the file name with the 3-letter identifier for the Unit where the project is located. Unit identifiers are listed in the instructions for this application form.

US Mail	Email	Attachments	File Name
$\boxtimes$	$\boxtimes$	Application Form (.pdf)	17-FP-TUU-0019-Application.pdf
$\boxtimes$	$\boxtimes$	Scope of Work	17-FP-TUU-0019-SOW.doc
$\boxtimes$	$\boxtimes$	Project Budget	17-FP-TUU-0019-Budget.xls
$\boxtimes$	$\boxtimes$	Project Map (.pdf)	17-FP-TUU-0019-MAP.pdf
		Articles of Incorporation (.pdf)	not required

I certify that the above and attached information is true and correct:

Original Sign	Ature Required: G	antee's Authorized Represen	itative		Date Signed
Printed Name	Jeff McLaughlin			Title	Division Chief, Emergency S
Executed on: Ju	ın 6, 2018	at Visalia			
	Date		City		
		Print F	Form		

Please fill out this form completely. Be sure to save a copy of this form for your records. Submit one (1) electronic copy in fillable PDF format with all supporting materials to <u>CALFIRE.Grants@fire.ca.gov</u>. Please use "Fire Prevention Program Project Application" in the E-mail subject line and include yourself as a cc. Your CC will be proof of your submittal. In addition, submit one (1) hard copy with signatures and all supporting materials to : **California Department of Forestry and Fire Protection**, **Attention: Grants Management Unit - Fire Prevention Program, P.O. Box 944246, Sacramento, CA 94244-2460**. Hard copy will need to be postmarked no later than <u>June 6, 2018</u>. Electronic copy must be submitted no later than <u>June 6, 2018 at 3:00 pm</u> **PST**. Applications postmarked after this date and time will be considered late.

If you would like to mail the hard copy via expedited/overnight mail, please E-mail <u>CALFIRE.Grants@fire.ca.gov</u> for the physical mailing address.

Tracking #: 17-FP-TUU-0019

Project Name: South Fork Hazard Fuel Reduction Project



California Department of Forestry and Fire Protection (CAL FIRE) California Climate Investments Fire Prevention Grants Program Project Scope of Work



# Project Name: South Fork Hazard Fuel Reduction Project

# Project Tracking Number: 17-FP-TUU-0019

**Project Description Summary:** Please provide a paragraph summarizing proposed project including the location, habitable structures, acres treated, etc.

The South Fork Hazard Fuel Reduction Project is located adjacent to the community of Three Rivers in Tulare County, along South Fork Drive. This project will focus on the modification of vegetation along the roadway by reducing the available fuel, thus increasing roadside safety, securing the vital ingress and egress route for residents evacuating from fast moving wildland fires, and reducing the spread of fire from the wildland into the wildland-urban interface. South Fork Drive is a county maintained road that spans 5.8 miles and is the only ingress and egress for 242 permanent residents. Additionally, South Fork is located less than 1.000 acres away from the community of Three Rivers with a population of 2,182. 81.5% (92 acres) of this proposed project is located in the High Fire Severity Zone with 18.5% (21 acres) in the Very High Fire Severity Zone. Portions of this project are also located in a Tier 1 High Hazard Tree Mortality Zone. This project will remove fuel approximately 40 feet on either side of the roadway, creating an approximately 110 feet wide area and securing the only evacuation route. The project will also have a minimum of two public chipper days that should have a positive effect on the community's defensible space and reduce wildfire intensity rates of spread. The fuel along South Fork Drive consists of annual grass, medium brush, and invasive trees ranging from 3-18 DBH. This evacuation route is identified in the Tulare County Community Evacuation plan as the only route of travel for 97 habitable residential structures. The removal of hazardous fuel will span 113 acres and will be treated by chipping.

# A. <u>Scope of Work</u>

This item is broken into project specific criteria depending on the type of project being proposed: planning, education or hazardous fuel reduction. Please <u>answer one section</u> <u>of questions</u> that pertain to the primary activity type for your project.

# Section 1: Hazardous Fuel Reduction/Removal of Dead or Dying Tree Projects

- 1. Describe the geographic scope of the project, including an estimate of the number of habitable structures and the names of the general communities that will benefit.
- 2. Describe the goals, objectives, and expected outcomes of the project.
- 3. Provide a clear rational for how the proposed project will reduce the risks associated with wildfire to habitable structures in the WUI.
- 4. Identify any additional assets at risk to wildfire that will benefit from the proposed project. These may include, but are not limited to, domestic and municipal water supplies, power lines, communication facilities and community centers.

- 5. Is the scale of the project appropriate to achieve the stated goals, objectives and outcomes discussed in Item 2 above?
- 6. How will the project/activity utilize the left over woody biomass? Will the project/activity use a biomass facility to reduce greater greenhouse gas emissions?

# **Section 2: Planning Projects**

- 1. Describe the geographic scope of the project, including the communities that will benefit, and an estimate of the number of structures within the project area.
- 2. Describe how the project will assess the risks to residents and structures in the WUI and prioritize projects to reduce this risk over time.
- 3. Does the proposed plan add or build upon previous wildfire prevention planning efforts in the general project area?
- 4. Identify a diverse group of key stakeholders, including local, state, and federal officials where appropriate, to collaborate with during the planning process. Discuss how the project proponent plans to engage with these targeted stakeholders.
- 5. Describe the pathways for community involvement that will be incorporated in the planning process.

# Section 3: Education

- 1. Describe the specific message of the education program and how it relates to reducing the risk of wildfire to owners of structures in the WUI.
- 2. Describe the target audience of the education program and how information will be distributed to this audience.
- 3. Will the education program raise the awareness of homeowner responsibilities of living in a fire prone environment?
- 4. Identify specific actions being advocated in the education material that is expected to increase the preparedness of residents and structures in the WUI for wildfire.
- 5. Describe the expected outcome of the education in terms of increased or changed public awareness about wildfire.

Answer only 1 set of questions from above, depending on your project; Fuel Reduction, Planning or Education.

### Section 1: Hazardous Fuel Reduction/Removal of Dead or Dying Tree Projects

- 1. The geographical scope of this project is 113 acres on east and west aspects adjacent to the community of Three Rivers. This project includes 97 habitable residential structures in the project area.
- 2. The goal of the South Fork Hazard Fuel Reduction Project is to modify and remove the vegetation along South Fork Drive for approximately 5.8 miles and thus improve life safety, ingress and egress for evacuations, roadside safety, and reduce the spread of wildland fires into the wildland-urban interface. Additionally, through strategic public outreach the goal is to enhance public knowledge of wildland fire safety, readiness, and create public chipping days for 97 habitable residential structures with an approximate population of 242. In order to accomplish the objective of this project, it is proposed that Tulare County Fire Department's current ten person fuels crew physically remove or chip vegetation along the roadway right of way and adjacent properties creating a safe evacuation route, and reducing fire intensity and spread. The expected outcome of the project includes the reduction of wildfire risk that could possibly impact 97 habitable residential structures within the State Responsibility Area, improve community wildfire awareness, and physically removing vegetation reducing fire intensity and greenhouse gases.
- 3. South Fork Drive is a county maintained road located in the State Responsibility Area and in a High Fire and Tier 1 High Hazard Tree Mortality Zone that tightly meanders through the bottom of a canyon and serves as the only ingress and egress for 97 habitable residential structures. The geographical location of the majority of the residences are upslope from the roadway and are accessed by long private drives. In addition, the location of the majority of the residences are on a West facing slope that is in alignment with a normal diurnal mountain wind system. The geographic location of the structures, the proximity of the roadway, the dense vegetation, extended response times, and the normal diurnal winds, creates an environment that could result in explosive fire behavior and a catastrophic loss of life and property.

### Section 1: Hazardous Fuel Reduction/Removal of Dead or Dying Tree Projects

- 4. The South Fork Hazard Fuel Reduction Project will directly benefit in the protection of several key assets and critical infrastructure that are at risk from wildland fires. These assets and infrastructure are the South Fork Estates Mutual Water Company, the Cherokee Oaks Water System, several water drafting locations, public utilities such as power lines, and the only identified safe area of refuge for an estimated 242 residents (as described in the Tulare County Evacuation Plan). The South Fork Mutual Water Company provides service to an estimated 97 residences and currently has a water storage capacity of 100,000 gallons. Additionally, the Cherokee Oaks Water System has a storage capacity of 200,000 gallons. If both water systems were incapacitated or impacted by fire during a wildland fire, the ability for the defense of structures would be drastically reduced due to the remote location of the habitable residential structures located on South Forth Drive. In this case the nearest available water source to mitigate an incident of any magnitude would be 15 miles away. The reflex time to keep an adequate water supply for structure defense if these water systems area out of service would be inadequate for effective operations and would drastically increase the risk to first responders while traveling to and from the incident. As mentioned previously, the residents of South Fork Drive reside in an area with a single ingress and egress. The County of Tulare, Cal Fire, and community leaders have designated a safe area of refuge in the event that South Fork Drive is impacted by wildfire and impassable. If a wildfire were to impact South Fork Drive and residents were unable to evacuate, the safe area of refuge would be key in the protection of structures and the movement of civilians.
- 5. The South Fork Hazard Fuel Reduction Project is currently within the Tulare County Fire Department's ability and scope to complete with our current fuels crew. This work force is solely dedicated to fuels projects that focus on hazard tree removal and fuel reduction that impact evacuation routes. The county currently owns several chippers and has the ability to coordinate, complete, and organize all proposed work for this project for the following reasons: Past experience with completing similar projects, currently has the work force, has in-kind contributions including the majority of needed equipment and supplies, has the support from the community, has experience with estimating the size and scope of fuels projects, and has a great working relationship with Cal Fire and allied agencies.
- 6. The South Fork Hazard Fuel Reduction Project will utilize the left over woody BIO mass by chipping and removing excess, and assisting the community with drought tolerant wood chips for landscaping. Due to the distance (82 miles one way) from the project to the nearest biomass facility, this project will not utilize biomass as a means to remove fuel.

# B. <u>Relationship to Strategic Plans</u>

Does the proposed project support the goals and objectives of the California Strategic Fire Plan, the local CAL FIRE Unit Fire Plan, a Community Wildfire Protection Plan (CWPP), County Fire Plan, or other long term planning document?

The South Fork Hazard Fuel Reduction Project supports the goals and objectives of the California Strategic Fire Plan, the local Cal Fire Unit Plan, the 2010 Tulare County Community Wildfire Protection Plan, and is supported by the Tulare County Resource Conservation District.

# C. <u>Degree of Risk</u>

- 1. Discuss the location of the project in relation to areas of moderate, high, or very high fire hazard severity zone as identified by the latest Fire and Resource Assessment Program maps. Fire hazard severity zone maps by county can be accessed at: http://www.fire.ca.gov/fire\_prevention/fire\_prevention\_wildland\_zones\_maps.php
- 2. Describe the geographic proximity of the project to structures at risk to damage from wildfire in the WUI.
  - 81.5% (92 acres) of the South Fork Hazard Fuel Reduction Project is located in a High Fire Hazard Severity Zone with 18.5% (21 acres) in the Very High Fire Severity Zone. Portions of this project are also located in a Tier 1 High Hazard Tree Mortality Zone. Additionally, this project is located down slope of the community of Three Rivers which is classified as a Very High Fire Severity Zone and has a population of 2,182.
  - 2. The South Fork Hazard Fuel Reduction Project is the primary access point for 97 habitable residential structures and a population of 242. Additionally, this project is less than 1,000 acres away from the community of Three Rivers with approximately 870 habitable residential structures and a population of 2,182. Due to the location of this project, the normal diurnal wind patterns, the lack of ingress and egress points, and the lack of recent fire history, the residences of South Fork and the community of Three Rivers, are situated in an explosive wildland fire environment. This project will reduce the threat of wildfire to an estimated 967 habitable residential structures and an estimated population of 2,500 residents. The most recent large recorded fires in history are the Kaweah Fire of 1926 (34,300 acres), and the South Fork Fire of 1928 (22,000 acres).

# D. <u>Community Support</u>

- 1. Does the project include any matching funds from other funding sources or any inkind contributions that are expected to extend the impact of the proposed project?
- 2. Describe plans for external communications during the life of the project to keep the effected community informed about the goals, objectives and progress of the project.

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Activities such as planned press releases, project signage, community meetings, and field tours are encouraged.

- 3. Describe any plans to maintain the project after the grant period has ended.
- 4. Does the proposed project work with other organizations or agencies to address fire hazard reduction at the landscape level?
  - 1. This project does not include matching funds. However, it does include the use of in-kind resources, thus reducing the overall cost of the project. Those in-kind resources include several County owned chippers, saws, vehicles, hand tools, a current work force, and engaged community partnerships.
  - 2. Information that would be provided to the public would include public outreach, project updates, and wildland fire readiness through a 4 step process:
    - i. Step 1- Notification- Notify the community through a press release and social media release of the awarded grant, attend town hall meetings, water district meetings, meet with allied agencies and stakeholders, and attend other community meetings to inform the community of the awarded grant.
    - ii. Step 2- Publicize- Internally produce road signs and place them in key locations around the project site and community, internally produce handouts that describe the project and inform the public of the funding source, provide a timeline for the project, provide the location, size, scope of the project, and provide information on all allied agencies that are involved.
    - iii. Field Tours- Provide guided field tours before, during, and after the project is completed with key stakeholders. Additionally, provide drone footage of the project that can be released to the public via social media that would give a guided tour for those unable to attend.
    - iv. Step3- Monitor- Provide the public monthly updates and continue to reevaluate the progress through comprehensive documentation by photography and drone footage.
  - 3. The South Fork Hazard Fuel Reduction Project can be maintained through a collaborative effort between Cal Fire, Tulare County Fire, and the Tulare County Resource Conservation District, as all parties have a vested interest in the protection of structures and the watershed. Maintenance would include the continued monitoring of the project and upkeep as necessary.
  - 4. The South Fork Hazard Fuel Reduction Project will work collaboratively with Tulare County Fire, Cal Fire, Tulare County Resource Management Agency, Tulare County Resource Conservation District, Sequoia Fire Safe Council, Sequoia National Park, and Community members, to address fire hazard reduction at the landscape level. All agencies have jurisdictional boundaries in close proximity to the project.

# E. <u>Project Implementation</u>

- 1. Discuss the anticipated timeline for the project. Make sure to take seasonal restrictions into account.
- 2. Verify the expected timeframes to complete the project will fall under the March 15, 2022 deadline.
- 3. Describe the milestones that will be used to measure the progress of the project.
- 4. Describe measurable outcomes (i.e. project deliverables) that will be used to measure the project's success.
- 5. If applicable, how will the requirements of the California Environmental Quality Act (CEQA) be met?
  - 1. It is anticipated that the South Fork Hazard Fuel Reduction Project will start on May 4, 2020 and end approximately on June 30, 2020. This estimate is based on 113 treated acres with a work force of 10 personnel working four ten hour days per week for a total of 58 days resulting in an estimated 7.5 acres per week being treated. Due to the elevation of the project, it is anticipated that seasonal restrictions should not be an issue.
  - 2. All work on this project will meet the expected March 15, 2022 deadline.
  - 3. The milestones used to measure the progress of the project will be determined by several predetermined decision points that can provide information on production rates, effectiveness, safety, and public outreach. These decision points will be identified on the project map and will result in a collaborative discussion between the command staff and finance staff of Tulare County Fire Department, allied agencies, and key community stakeholders. It is anticipated that 7.5 acres a week will be treated.
  - 4. The measurable outcomes will be based on the following anticipated goals: effective public outreach, effective community involvement, adequate equipment, allied agency satisfaction, and production rates.
  - 5. The County of Tulare will complete all California Environmental Quality Act requirements. The County has the ability and capacity to perform this internally through Tulare County Resource Management agency, or externally by contractor. Additionally, as required, an internal or external RFP will be available to consult and conduct site visits.

# F. <u>Administration</u>

- 1. Describe any previous experience the project proponent has with similar projects. Include a list of recent past projects the proponent has successfully completed if applicable. Project proponents having no previous experience with similar projects should discuss any past experiences that may help show a capacity to successfully complete the project being proposed. This may include partnering with a more experienced organization that can provide project support.
- 2. Identify who will be responsible for tracking project expenses and maintaining project records in a manner that allows for a full audit trail of any awarded grant funds.

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1. The Tulare County Fire Department has completed 3 tree mortality projects within the past year and is currently undertaking its fourth project. These projects have treated nearly 1,000 dead or dying trees on State and Federal lands. This has provided Tulare County Fire with the ability to complete proposed work, experience in the financial reimbursement process, and given valuable needed experience in forecasting and planning fuels reduction projects. Tulare County Fire has the full capacity to complete this project with its current work force. Additionally Tulare County Fire has successful received over \$500,000 in Local Area Tree Mortality money and is anticipated to spend 2.2 million dollars in approved tree mortality projects over the next two years.

### **Completed projects**

Tree Mortality Balch Park Project Tree Mortality Posey Project Tree Mortality Eshom Project

### **Current Projects**

Local Area Tree Mortality project Parker Pass

2. As stated previously, the Tulare County Fire Department and the County of Tulare are experienced with cost tracking, reimbursement, and record keeping on past fuel reduction projects, as well as disaster recovery. The current and proposed process for capturing costs, tracking expenses, and maintaining records, is a bi-weekly reconciliation of all equipment expenditures, personnel costs, supply costs, and consumable costs. These figures are reviewed by the supervising Battalion Chief, Operations Division Chief, and Administrative Service Officer in comparison to the weekly projected cost or proposed cost per acre of the project. This allows for financial forecasting and the management and retention of all records for 5 years.

# G. <u>Budget</u>

A detailed project budget should be provided in an Excel spreadsheet attached to this grant application. The space provided here is to allow for a narrative description to further explain the proposed budget.

- 1. Explain how the grant funds, if awarded, will be spent to support the goals and objectives of the project. If equipment grant funds are requested, explain how the equipment will be utilized and maintained beyond the life of the grant.
- 2. Are the costs for each proposed activity reasonable for the geographic area where they are to be performed? Identify any costs that are higher than usual and explain any special circumstances within the project that makes these increased costs necessary to achieve the goals and objectives of the project.
- 3. Is the total project cost appropriate for the size, scope, and anticipated benefit of the project?

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- 4. Identify all Indirect Costs and describe why they are necessary for a successful project implementation. Administrative expenses to be paid by the Fire Prevention Grants must be less than 12% of the total grant request (excluding equipment).
- 5. Explain each object category in detail and how that would support meeting the grant objectives.
  - If awarded, grant funds will be spent on salaries and benefits (58%), a California Environmental Quality Act study of the project (18.3%), mileage (1.5%), supplies (10.5%), public outreach (2.3%), and indirect costs of 10%.
  - It is believed this project is within reason as \$145,780 of the requested \$190,466 (over three-quarters of the money) is for salaries, benefits, and CEQA compliance.
  - 3. The project is appropriate for the size, scope, and anticipated benefit. The cost of the project is estimated at \$190,466 and could possible save homeowners, Tulare County Fire, and Cal Fire, millions of dollars in preventing the loss of structures.
  - 4. The indirect cost related to the South Fork Hazard Fuel Reduction Project includes the recovery of the administrative costs to administer the grant, produce maps, produce Incident Action Plans, facilitate personnel and staffing, track costs, accounts payable process, workers compensation process, payroll process, human resources procurement, risk management assessment, maintain records, provide public outreach, and submit reimbursements. The total projected indirect cost is 10% of the overall project cost for a total of \$17,315. This percentage is the current administrative fee adopted by the County of Tulare in the fiscal year 2017/2018 fee schedule.

5. It is proposed that the South Fork Hazard Fuel Reduction Project will cost \$190,466 dollars. Of that total cost, it is estimated that \$98,600 will be spent on labor and \$12,180 will be spent on employee benefits for the Tulare County Fire Department 10 person fuels crew. The project is proposed to take 58 days from start to finish at \$1,700 a day for labor and \$210 a day for employee benefits. Additionally, the project will need a comprehensive California Environmental Quality Act report completed prior to working on site. It is estimated this will cost \$35,000. Along with the above mentioned costs, it is estimated that the fuels crew will drive an estimated 90 miles round trip per day. The estimated mileage cost is projected at \$2,871 dollars. Additionally, miscellaneous consumable supplies of bar oil, fuel mix, paint, flagging, and additional consumable items are also budgeted for a total of \$2,200. Small tools on the South Fork project will consist of chainsaw chain, files (for tools and saws), pulaskis, mcleods, shovels, rakes and brooms, chaps and other miscellaneous tools for clearing brush for a total of \$3,000. The project has also budgeted personal protective equipment for each fuels crew member at \$1,000 per employee totaling \$10,000. That includes 2 pairs of gloves, 2 pairs of pants, 1 brush coat, 1 pair of goggles, and safety glasses. Due to the location of this project, it is anticipated that traffic control will be vital for personnel and public safety. The project includes 2 Bendix King Radios at \$1,200 each for a total of \$2,400 to communicate between road guard members conducting traffic control. Additional, supplies include the purchase of 2 Stihl 461 chainsaws for \$2,400 to clear brush, remove ladder fuels, and remove trees. The project will consist of public outreach through traditional media, road signs, social media, drone footage, and pamphlets. It is anticipated this will cost \$4,500. Lastly, to recover the administrative costs to administer the grant, produce maps, produce incident action plans, facilitate personnel and staffing, track costs, maintain records, and submit reimbursements, an indirect cost of 10% for a total of \$17,315 was calculated.

# H. <u>California Climate Investments</u>

The space provided here is to allow for a narrative description to further explain how the project/activity will reduce Greenhouse Gas emissions.

- 1. How will the project/activity reduce Greenhouse Gas emissions?
- 2. Is the project located in a Low-Income or Disadvantaged Community? If not, does the project benefit those communities. Please explain.
- 3. What are the expected co-benefits of the project/activity (i.e. environmental, public health and safety, and climate resiliency)?
- 4. When are the Greenhouse Gas emissions and/or co-benefits expected to occur and how will they be maintained?

- 1. The South Fork Hazard Fuel Reduction Project will reduce the amount of available fuel consumed by wildfire. The reduction of fuel will ultimately reduce the probability of fire occurrence and size, thus reducing the carbon within the treated area if a fire were to occur. This in turn would reduce the available stored carbon potential. The project is proposed to reduce an estimated 1,808 tons of fuel drastically reducing potential greenhouse emissions. Along with the reduction of stored carbon, this project will reduce the potential for a wildland fire to spread into the wildland-urban interface resulting in the reduction of numerous other greenhouse gases that could be released into the atmosphere from structures, outbuildings, and vehicles impacted by fire.
- 2. This South Fork Hazard Fuel Reduction Project is not located in an area classified as low income or disadvantaged.
- 3. Tulare County is ranked third in the U.S. for the poorest air quality by the American Lung Association. This project has a great potential to reduce greenhouse gases and stored carbon. This project will have a positive outcome in relation to air quality and PM 10 particulates thus improving the environment. Additional co-benefits from the South Fork Hazard Fuel Reduction Project is the improvement of roadside safety, reduction of the threat to the wildland-urban interface, increasing wildland fire readiness and preparedness in the community, improved defensible space through public chipper days, securing a vital temporary safe area of refuge for residents, and improving the resiliency of the eco system. While all the above listed benefits of this project are a drastic improvement, the largest benefit to the 242 residents who reside in South Fork is the ability to safely evacuate an area in a High and Very High Fire Severity Zone that has only one point of ingress and egress. Portions of this project are also located in a Tier High Hazard Tree Mortality Zone.
- 4. It is expected that the South Fork Hazard Fuel Reduction Project will provide immediate benefits within the first few weeks by improving roadside safety, defensible space, reducing the amount of stored carbon, and improving the community's wildland fire preparedness. The long term benefits and co-benefits can be maintained as necessary by Tulare County, Cal Fire, Sequoia Fire Safe Council, Tulare County Resource Conservation District, or a combination of all as necessary.

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**Project Budget** 

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