

ARNICE E. SEIDEL

Member of the Board of Supervisors
County of Fresno, State of California

Susan Bishop Deputy

Agreement No. 20-208

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

APPLICANT: County of Fresno
PROJECT TITLE: Eastern Fresno County Hazardous Fuels and Tree Removal
GRANT AGREEMENT: 5GG19114

PROJECT PERFORMANCE PERIOD IS from Upon Approval through March 15, 2024.
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 remove dead and dying trees that are within 300 feet of 4,636 habitable structures, drivable roads, and infrastructure in and around the communities of Auberry, Meadow Lakes, Shaver Springs, Tollhouse, Pine Ridge, Shaver Lake, Cressmans, Bretz Mountain Village, Quartz Mountain, Wildflower Village, Millwood, Pinehurst, Etheda Springs, Cedarbrook, Dunlap, Miramonte, Deer Crossing and Squaw Valley covering 23,215 acres.

Total State Grant not to exceed \$ 2,565,920.00 (or project costs, whichever is less)

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

County of Fresno

STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY
AND FIRE PROTECTION

Applicant

By Ernest Buddy Mendes By Mike Richwine
Signature of Authorized Representative

Name & Title: Ernest Buddy Mendes, Chairman of the Board of Supervisors of the County of Fresno Title: Mike Richwine, State Fire Marshal

Date 6-9-2020 Date 7/1/2020

CERTIFICATION OF FUNDING

AMOUNT OF ESTIMATE FUNDING \$ 2,565,920.00	GRANT AGREEMENT NUMBER 5GG19114	PO ID		
ADJ. INCREASING ENCUMBRANCE \$ 0.00	SUPPLIER ID			
ADJ. DECREASING ENCUMBRANCE \$ 0.00	PROJECT ID	ACTIVITY ID		
UNENCUMBERED BALANCE \$ 2,565,920.00	GL UNIT 3540	BUD REF 001	FUND 3228	ENY 2019
REPORTING STRUCTURE 35409205	SERVICE LOC 92014	ACCOUNT 5340580	ALT ACC 5340580000	

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

[Signature]
SIGNATURE OF CAL FIRE ACCOUNTING OFFICER

7/16/2020
DATE

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 County of Fresno, hereinafter referred to as “GRANTEE”.
2. The STATE hereby grants to GRANTEE a sum (hereinafter referred to as “GRANT FUNDS”) not to exceed Two Million Five Hundred Sixty Five Thousand Nine Hundred Twenty Dollars (**\$2,565,920.00**).
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. California Climate Investments Department of Forestry and Fire Protection Fire Prevention Program Grant Guidelines 2019-2020
 - 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 California Public Resources Code Section 4124.5 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 5GG19114.
- 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: County of Fresno
Section/Unit: FKU	Section/Unit:
Attention: Ryan Wimmer	Attention: Adan Ortiz
Mailing Address: 210 S. Academy Ave. Sanger CA, 93657	Mailing Address: 1221 Fulton Street, 5th Floor Fresno CA, 93721
Phone Number: (559) 493-4307	Phone Number: 559-600-4064
Email Address: Ryan.Wimmer@fire.ca.gov	Email Address: aortiz@fresnocountyca.gov

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 one (1) year 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. No person who, as an officer, employee, or agent of the state participated in the preparation or creation of or determination to award this Grant Agreement shall serve as an agent or employee of GRANTEE including but not limited to those acts prohibited by Government Code Sections 1090, and 87100.

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 Final Project Budget Detail, 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

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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 California Climate Investments Department of Forestry and Fire Protection Forest Health Program Grant Guidelines 2019-2020.

- 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 the CAL FIRE Representative identified in Item 2. The invoice may be submitted as hard copy or electronically.
- 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 Forest Health Program California Climate Investments Grant 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. Research

- a. GRANTEE that receives funding, in whole or in part, in the form of a research grant shall provide for free public access to any publication of a peer-reviewed manuscript describing STATE funded knowledge, STATE funded invention, or STATE funded technology shall be subject to the following conditions:
 - i. GRANTEE is responsible for ensuring that any publishing or copyright agreements concerning peer-reviewed manuscripts fully comply with this section
 - ii. GRANTEE shall report to STATE the final disposition of the peer-reviewed manuscript, including, but not limited to, if it was published, date of publication, where it was published, and, when the 12-month time period from official date of publication expires, where the peer-reviewed manuscript will be available for open access.

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- b. For a peer-reviewed manuscript that is accepted for publication pursuant to the terms and conditions of this Agreement, the GRANTEE shall ensure that an electronic version of the peer-reviewed manuscript is available to STATE and on an appropriate publicly accessible repository approved by the state agency, including, but not limited to, the University of California's eScholarship Repository at the California Digital Library, the California State University's ScholarWorks at the Systemwide Digital Library, or PubMed Central, to be made publicly available not later than 12 months after the official date of publication. GRANTEE shall make reasonable efforts to comply with this requirement by ensuring that the peer-reviewed manuscript is accessible on an approved publicly accessible repository, including notifying the state agency that the manuscript is available on a state-agency-approved repository. If the grantee is unable to ensure that his or her manuscript is accessible on an approved, publicly accessible repository, the grantee may comply by providing the manuscript to the state agency not later than 12 months after the official date of publication.
- c. For publications other than those described in (b), including scientific meeting abstracts, GRANTEE shall comply by providing the manuscript to the STATE not later than 12 months after the official date of publication.
- d. The grant shall not be construed to authorize use of a peer-reviewed manuscript that would constitute an infringement of copyright under the federal copyright law described in Section 101 of Title 17 of the United States Code and following.
- e. Use of GRANT FUNDS for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution are allowable costs but must be within the GRANT FUNDS and item 4 of the agreement.
- f. GRANTEE may request a waiver to the publication requirement if GRANTEE has an existing publication requirement that meets or exceeds the requirements of the research provision. Waiver shall include information on GRANTEE's existing requirements. Approval of the waiver is at STATE's discretion.

8. Project Termination

- a. This Agreement may be terminated by the STATE or GRANTEE upon 30-days 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. Conflict of Interest

GRANTEE or anyone acting on behalf of GRANTEE shall not have any conflicting personal and/or financial interests in carrying out the duties of the Agreement.

13. 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.

14. 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.

15. 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.

16. 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 (<https://ww2.arb.ca.gov/resources/documents/cci-quantification-benefits-and-reporting-materials>).
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-reporting-materials>.

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:

www.caclimateinvestments.ca.gov/logo-graphics-request.

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:

“Eastern Fresno County Hazardous Fuels and Tree Removal 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 (CALFIRE)
California Climate Investments
Fire Prevention Program Grant Application
Fiscal Year 2019-20 Funding Opportunity



Please request a Project Tracking # for each separate application by following the instructions for the 2019-20 CCI Grant Guidelines on the [Fire Prevention Grants Web Page](#). Submit the application and all supporting materials to the www.box.com folder assigned to your tracking number **no later than 3:00pm PST on December 4, 2019**. Please note: Items marked in red are required.

1. Project Tracking #: 19-FP-FKU-2044 CalMapper ID: 168_4300-2018-FPL-009
Project Name/Title: Eastern Fresno County Hazardous Fuels and Tree Removal
County: Fresno
CAL FIRE Unit/Contract County (Please use this 3-letter Unit Identifier for file naming. See Question 14): FKU - Fresno-Kings Unit

2. Organization Type: County If Other, please specify:
If Non-Profit, are you a registered 501(c)(3)? Yes No

3. Sponsoring Organization: County of Fresno
Project Manager
Title: Staff Analyst III
First Name: Adan Last Name: Ortiz
Address Line 1: 1221 Fulton Street, 5th Floor
Address Line 2:
City: Fresno State: California Zip Code: 93721
Phone Number: (559) 600-4064 Secondary Phone Number: (559) 600-4065
Email Address: aortiz@fresnocountyca.gov Fax Number:

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, 2024. Note that final billing is due 30 days after project completion. Please use MM/DD/YYYY format.

Project Start Date: 09/01/2019 Project Completion Date: 03/15/2024

6. 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.

7. 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:

8. Community at Risk: Is the project associated with a community that is listed as a Community at Risk? See the list of [Communities at Risk](#) on the Office of the State Fire Marshal web page.

Yes No

Number of Communities in the project area: 11

9. Disadvantaged/Low Income Community: Is the project associated with a low-income community that is listed as a Community at Risk? See the information on [Priority Population Investments](#) on the California Air Resources Board web page.

Yes No

If Yes, select all that applies:

Disadvantaged Low Income Both Buffer Zone

Tracking #: 19-FP-FKU-2044

Project Name: Eastern Fresno County Hazardous Fuels and Tree Removal

10. 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 700 characters.)

The proposal will improve defensible space to 18 communities; make these communities more resilient to a wildfire, create a healthier forest landscape, and will allow for faster reforestation. This proposal includes fuels thinning and modification along ingress and egress routes. Specific project boundaries border PG&E and Southern California Edison utility infrastructure, which will result in enhanced protection. Merchantable dying trees go to the mill, and non-merchantable trees are chipped and utilized as biomass. Protecting the public, preventing wildfires, and emergency response to fires is the County's priority.

11. Federal Responsibility Area: Does your project/activity include work on Federal Lands that might require NEPA, or use a framework similar to Good Neighbor Authority?

Non-Tribal Lands: Yes No If yes, how many acres? 3.00

Tribal Lands: Yes No If yes, how many acres?

12. Project Area Statistics: For all projects, provide an estimate of the Project Influence Zone (PIZ) acres and the Treatment Influence Zone (TIZ) acres.

PIZ - The Project influence Zone (PIZ) is the broad geographic area encompassing the neighborhoods or communities that the grant proposal is designed to protect with fuel reductions, public education, or planning activities. This can be the sum of all treatment areas or could include a buffer area around the planning/public education target. Please keep the PIZ from encompassing an overly large area, unless benefits are clearly defined in the Scope-of-Work.

TIZ - Treatments are areas within a PIZ, where on-the-ground activities are accomplished (e.g. hazard fuel reductions, shaded fuel breaks, masticating, etc.). There can be multiple discrete Treatment areas associated with a PIZ. Some projects (e.g. Planning & Public Education) may NOT have treatment areas.

	LRA	FRA	SRA
Project Influence Zone (PIZ)		2.00	23,215.00
Treatment Influence Zone (TIZ)		0.25	10.00

Tracking #: 19-FP-FKU-2044

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Project Name: Eastern Fresno County Hazardous Fuels and Tree Removal

13. **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 Funding Requested (\$)	2,565,920.00

14. **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

15. **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 (For planning, education and other projects that are exempt from CEQA, select "Not Applicable"):

Notice of Exemption

Document Identification Number:

Tracking #: 19-FP-FKU-2044

Page 4 of 5

Project Name: Eastern Fresno County Hazardous Fuels and Tree Removal

16. Application Submission:


Note to Applicant: 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 **will be rejected**.

Use the table below as a tool to make sure you have all documents ready prior to submitting the application.

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

Attachments	File Name
<input checked="" type="checkbox"/> Application Form (.pdf)	19-FP-UUU-XXXX-Application.pdf
<input checked="" type="checkbox"/> Scope of Work (.doc)	19-FP-UUU-XXXX-SOW.doc
<input checked="" type="checkbox"/> Project Budget (.xls)	19-FP-UUU-XXXX-Budget.xls
<input checked="" type="checkbox"/> Project Map (.pdf)	19-FP-UUU-XXXX-MAP.pdf
<input type="checkbox"/> Articles of Incorporation (.pdf) - Applies to Non-Profits only	19-FP-UUU-XXXX-AOI.pdf
<input checked="" type="checkbox"/> NIFC/Mapping	Create a Geo Point & Polygon web link

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


Original Signature Required: Grantee's Authorized Representative

11/26/19
Date Signed

David Pomaville
Printed Name

Director
Title

Executed on: 11/26/19 at Fresno
Date City

Please fill out this form completely. Be sure to save a copy of this form and all attachments for your records. Submit the application and all supporting materials to the www.box.com folder assigned to your tracking number **no later than 3:00pm PST on December 4, 2019**. Please submit the documents as early as possible to avoid unanticipated issues. **Applications submitted or modified on the www.box.com folder after this date will be considered late.** Access to www.box.com after the due date may be revoked.

Tracking #: 19-FP-FKU-2044

Project Name: Eastern Fresno County Hazardous Fuels and Tree Removal



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



Project Name: Eastern Fresno County Hazardous Fuels and Tree Removal

Project Tracking Number: 19-FP-FKU-2044

Project Description Summary: Please provide a paragraph summarizing proposed project including the location, habitable structures, acres treated, etc. (Please type in blank space below. Please note there is no space limitations).

The project is located in the tree mortality priority County of Fresno, a tier one high hazard zone area and high fire hazard severity zone. The project will remove dead and dying trees that are within 300 feet of 4,636 habitable structures, drivable roads, and infrastructure in and around the communities of Auberry, Meadow Lakes, Shaver Springs, Tollhouse, Pine Ridge, Shaver Lake, Cressmans, Bretz Mountain Village, Quartz Mountain, Wildflower Village, Millwood, Pinehurst, Etheda Springs, Cedarbrook, Dunlap, Miramonte, Deer Crossing and Squaw Valley covering 23,215 acres as illustrated on the attached maps. The proposed application also includes funding to begin thinning fuels along dedicated fire escape routes. The County is prepared to create a position that will move the County towards promoting a healthier forest landscape. The County currently lacks personnel with the technical expertise to educate private landowners on how to manage their lands; be a liaison to the U.S. Forest Service, CalFIRE, PG&E, Southern California Edison, Resource Conservation Districts, Bureau of Land Management, Fire Safe Councils, and other local agencies as it pertains to promoting good forest management. The County has identified 4 miles of fire escape routes within communities that have not been treated in years. Approximately 3,500 dead and dying trees and 125,000 cubic yards of cleanup material has been identified for removal in the entire project area. This project will provide these communities with a reduced risk of hazard trees impacting habitable structures, safer ingress and egress routes along local roads, safer community egress on fire escape routes, and less fuel loads within communities. County maintained roads are being treated with County General Fund dollars and California Disaster Assistant Act (CDAA) funds. As indicated on the map, there are several fuel breaks adjacent to the project and Southern California Edison and PG&E continue to remove trees along power lines in these communities.

A. Scope of Work

This item is broken into project specific criteria depending on the type of project being proposed: planning, education or hazardous fuel reduction. Please **answer one section of questions** 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 rationale 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?

The County was awarded FY 2016-17 SRA grants in early 2017 to treat this Eastern portion of the County. Priority funding was given to dead and dying tree removal projects that posed a threat to habitable structures and roads while distributing funds as much as possible throughout the area. Priority was also given to homeowners that could not afford to fell and dispose of their own trees. The County spent all of the SRA funds in these areas while only securing approximately 50% of the right of entry permits (ROE) that were mailed out.

On September 26, 2018, the County was awarded FY 2017-18 CCI Fire Prevention Program Grant (FPP) dollars to treat areas in the Eastern portion of Fresno County that were not funded with FY 2016-17 SRA dollars. In that application, the County requested funding to remove and dispose of approximately 17,139 dead and dying trees and 75,000 cubic yards of cleanup material. Disposal costs continue to increase by approximately 28% for Fresno County. All FY 2017-18 CCI Fire Prevention funds are committed to be spent by March, 2020 while additional ROE's continue to be mailed in and additional projects continue to be identified.

On May 30, 2019, the County was awarded one of two FY 2018-19 FPP applications requesting funding for tree and ground fuels removal projects in Eastern Fresno County high hazard zones. In the FY 2018-19 FPP application, the County identified 5,600 dead and dying trees for removal and 175,000 cubic yards of ground fuels cleanup projects. Unfortunately, the application proposing to remove and dispose of 2,500 dead and dying trees and the cleanup of 75,000 cubic yards of ground fuels was not funded.

Prior to the tree mortality, the trees were not a ground fuel that was immediately available to burn. Now however, these trees have died, are falling, and will continue to fall, increasing the ground fuel loading from approximately 50 tons per acre to over 1,500 tons per acre. The added fuel loading will only increase the impacts of fire on these communities unless removed. This project also supports the current and broader scale planned community fuel break projects for surrounding areas. CAL FIRE and the local Fire Safe Councils will continue to work on fuel breaks. Having access to the fuel breaks by clearing the roads and clearing around structures will create a safer community. The expansion of defensible space and buffering of manmade assets will

Project Tracking Number: 19-FP-FKU-2044

make these areas and assets more resistant to the impacts of fire. The proposed hazardous fuel reduction will also provide enhanced protection to water systems that supply water to 1,100 homes and sewer systems that provide service to 1,784 homes. Specific project boundaries border PG&E and Southern California Edison utility infrastructure, which will result in enhanced protection for the utility companies. Law enforcement, Fire, and Forest Service Communication infrastructure and community centers throughout the County will also benefit from hazardous fuel reduction.

The County continues to assess high hazard zone areas and has been tracking residents' concerns of falling trees and decked logs and slash on their property. The County and its contracted Registered Professional Foresters continue to assess vulnerable communities where dead and dying trees, overgrown vegetation, and ground fuels on private property, SRA, and FRA pose a threat to the public and infrastructure. The County has noticed recent die-off within months of treating certain areas. Based on this assessment, the County mails out Right of Entry Forms (ROE) to the property owners to offer the appropriate treatment option. However, many property owners are reluctant to sign the ROE due to indemnification language. The County is increasing efforts to follow-up with property owners that do not sign the ROE to try and educate them on the importance of having these hazards removed. The County's contracted Foresters and Licensed Timber Operators are also utilized to make contact with property owners in an effort to secure signed ROEs.

The County proposes to remove approximately 3,500 dead and dying trees and 125,000 cubic yards of ground fuels with FY 2019-20 FPP grant funds. Trees and slash cleanup that is within 300 feet of permanent private structures, roadways, and public or private infrastructure has been identified for removal and disposal in this area. Funding will also be utilized to continue thinning fuels along roadways to improve egress for threatened communities including campgrounds; and removal of ground fuels such as log decks and slash that property owners cannot afford to dispose of.

The County also proposes to utilize FY 2019-20 grant funds to transition the County towards promoting a healthier forest landscape. The County currently lacks personnel with the technical expertise to educate private landowners on how to manage their forested lands; be a liaison to the U.S. Forest Service, CalFIRE, PG&E, Southern California Edison, Bureau of Land Management, Sierra Resource Conservation District, and other local agencies as it pertains to promoting good forest management. Hiring a Forest Management Coordinator would allow the County to develop a forest management plan; partner with CalFIRE and the U.S. Forest Service on good neighbor authority and stewardship agreements; and educate the public on healthy forest management through community meetings, social media, and direct contact. This position would also assist community groups, private landowners, and fire safe councils with funding opportunities for projects that would benefit the SRA. In addition, this position will provide education on prescribed fire, wood utilization, and forest pests.

The project area is within 23,215 acres in the Eastern portion of the County of Fresno. Approximately 4,636 habitable structures exist within the project boundaries that are

adversely affected by dead and dying trees, and ground fuels within the communities of Auberry, Meadow Lakes, Shaver Springs, Tollhouse, Pine Ridge, Shaver Lake, Cressmans, Bretz Mountain Village, Quartz Mountain, Wildflower Village, Millwood, Pinehurst, Etheda Springs, Cedarbrook, Dunlap, Miramonte, Deer Crossing and Squaw Valley.

The County has environmental clearance within this area. Within 2-3 months from grant award, tree and ground fuels removal will be out to bid for Licensed Timber Operators. Time is of the essence for the County. The County's goal is to have the project completed within 24 months from award, weather permitting.

The Licensed Timber Operators (LTO) under contract with the County have a good working relationship with Rio Bravo, Fresno, and Wheelabrator, Shasta, two biomass-fired electrical generating facilities. The County's bidding guidelines require the LTOs to dispose of all the woody material. The LTOs have been collaborating with Rio Bravo and Wheelabrator to reduce greenhouse gas emissions.

B. Relationship to Strategic Plans

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? (Please type in blank space below. Please note there is no space limitations).

This hazardous tree and ground fuels removal project, and coordination efforts for a healthier forest landscape is consistent with the goals and objectives of the Fresno County Tree Mortality Plan, Fresno Kings Unit Fire Plan, Community Wildfire Protection Plan and the California Strategic Fire Plan. This project will also make man-made assets more resistant to the occurrence and effects of wildland fire.

United States Forest Service lands are directly adjacent to this project. Locally, projects are prioritized and implemented across landscapes. Fires in this area will impact both Federal and private lands. This project is also in line with the National Cohesive Wildland Fire Management strategies which address wildland fire management across all lands in the United States.

C. Degree of Risk

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. (Please type in blank space below. Please note there is no space limitations).

This project is situated within the designated very high hazard and high hazard severity zones. Approximately 17,942 acres (77%) of the project is within a very high hazard severity zone, 1,883 acres (8%) within a high hazard zone, and 3,390 acres (15%) within a moderate severity zone. Fresno County has experienced catastrophic tree mortality with many areas showing 100% mortality. This project is in an area with 80-100% tree mortality and many of the trees have died over 4 years ago increasing the likelihood of these trees falling at any time.

This project will treat approximately 4,636 habitable structures at risk to damage from wildfire in the WUI. In addition, approximately 20 drivable roads and fire escape routes will be treated with fuels thinning.

D. Community Support

1. Does the project include any matching funds from other funding sources or any in-kind 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?
(Please type in blank space below. Please note there is no space limitations).

The County has contributed a 1.0 Full Time Equivalent (FTE) position to the County's Tree Mortality Program. The County is prepared to continue contributing 1.0 FTE to fulfill the Program's tree mortality hazardous removal mission which has allowed for grant administration, bidding of contractors, assessment and prioritization of projects, coordination, and one point of contact with partner agencies. Maintenance of the project will continue after the grant period has ended and will rely on homeowners maintaining cleared landscapes. Should this grant proposal be approved, the County will hold community meetings to notify the public of the fuel thinning efforts on fire escape routes that will have to be maintained by someone other than the County since they are on private land. The County wants to be in a position to submit for future funding opportunities and will continue to monitor the area.

This project meets the goals and objectives of the Fresno County Tree Mortality Task Force which includes representatives from: 168 Fire Safe Council, Oak to Timberline Fire Safe Council, Cal Trans, Fresno County Sheriff, Fresno County Ag, CAL FIRE, Fresno County OES, Fresno County Public Works & Planning, PG&E, Sierra Nevada Conservancy, Sierra Resource Conservation District, So. Cal. Edison, USFS-Sequoia, and USFS-Sierra.

This project will increase the effectiveness of the existing fuel breaks adjacent to these communities. The larger landscape fuel breaks will be constructed by CAL FIRE, USFS, Oak to Timberline Fire Safe Council, and the 168 Fire Safe Council. This fuel break system is currently being expanded and dead and dying trees are being removed using various funding sources from State and Federal agencies. CAL Trans is removing trees along highways 168, 180, and 245 which traverse through this project area.

External communications with community groups include media releases, public meetings, and status updates on the County's website.

E. Project Implementation

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, 2024 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?
(Please type in blank space below. Please note there is no space limitations).

The County of Fresno has contracts in place with 17 Registered Professional Foresters and 27 LTOs. Should this application be approved, the County anticipates this project will be completed no later than March 15, 2024. The County is prepared to commence multiple projects at one time to remove as many trees and treat ground fuels in the shortest amount of time. The County will place three separate sets of time-lines and milestones on this project. The first time-line will be placed on the new position to develop a forest management plan and educate private landowners on how to manage their lands within 9 months of award. The second time-line and milestone will be placed on the County Project Manager assigned to oversee grant requirements, secure ROE's, work with the Registered Professional Forester, and contract for tree removal services. The third time-line and milestone will be assigned to the LTOs and will include the number of trees to be removed by certain deadlines; and project progress deadlines at 25%, 50%, 75% and 100% completion.

The County has signed ROE's from several property owners and 100% environmental clearance within this area. Within 1-2 months of grant award, the County will have additional signed ROE's to enter private property. Within 2-3 months from grant award, dead and dying trees and debris cleanup will be identified and mapped, and ready to be put out to bid to secure LTOs. Within 3 months of grant award, trees, slash, and logs will begin to be removed and disposed; and thinning of fuels along roads will begin. Time is of the essence for the County. The County's goal is to have the project completed within 24 months from award, weather permitting.

F. Administration

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. (Please type in blank space below. Please note there is no space limitations).

On January 29, 2016, the County of Fresno was awarded SRA grant #5GS15103 for the Miramonte / Pinehurst fuel reduction project and SRA grant #5GS15104 for the Meadow Lakes / Shaver Lake fuel reduction project. The County successfully completed both projects and is in closeout mode for these grants.

In early 2017, the County of Fresno was awarded 13 SRA grants for dead and dying tree removal and disposal projects. As of November 30, 2018, all 13 of these projects have been completed and funds expended.

In 2018, and early 2019, the County was awarded additional CCI Fire Prevention Program Grant (FPP) dollars for hazardous tree and fuels removal projects.

The County was also awarded CDAA funds from CalOES to continue removing dead and dying trees around County maintained roads and infrastructure.

The position assigned to all tree mortality SRA/FPP/CDAA grants continues to be assigned to the Program. This individual has over 15 years of grant management experience which includes the application process, bidding and contracting for services, preparing claims for reimbursement, tracking expenses, and maintaining project records in a manner that allows for a full audit trail. Experience also includes knowledge of available wood utilization and disposal markets to ultimately lower greenhouse gas emissions.

G. Budget

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.

(Please type in blank space below. Please note there is no space limitations).

This application solicitation is for \$2,565,920. Grant funds will be primarily utilized to contract with Licensed Timber Operators, which are required to provide their own traffic control, fell, remove, and dispose of all material. Funds will also be utilized to contract with Registered Professional Foresters for their expertise in assessing, marking trees and cleanup sites, and communicating with property owners. The Registered Professional Foresters will also be utilized to write the prescription to treat fire escape routes. The County has gained additional experience contracting with Licensed Timber Operators and has become more familiar with market rates and trends. The County does not anticipate costs that are higher than usual; however, bids for projects where trees are within 10 feet of a home have traditionally been higher and disposal rates continue to increase. 12% Administration is being budgeted to allow the County to offset staff time not contributed towards the project. Staff time includes GIS services, procurement, ROE's, site visits, traffic control review, and assessments. The County does not anticipate the need to purchase equipment. The County's goal is to remove as many dead and dying trees and cleanup sites that pose a threat to the public and to lower Greenhouse Gas emissions.

The proposed Forest Management Coordinator would allow the County to develop a forest management plan; partner with CalFIRE and the U.S. Forest Service on good neighbor authority and stewardship agreements; and educate the public on healthy forest management through community meetings, social media, and direct contact. This position would also assist community groups, private landowners, and fire safe councils with funding opportunities for projects that would benefit the SRA by creating a healthier forest landscape.

H. California Climate Investments

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?
(Please type in blank space below. Please note there is no space limitations).

The County has allowed a chipping operation to process material that is utilized as biomass by Rio Bravo, Fresno, and Wheelabrator, Shasta, two biomass-fired electrical generating facilities. Contracted LTOs have a good working relationship with these co-generation facilities for the material from felled trees and from cleanup projects. Numerous property owners felled their own hazard trees but do not have the means to properly dispose of them, or received grants that only allowed for the felling but not the disposal, which resulted in log decks and slash on the ground. These property owners are faced with limited options for removing this fire fuel from the ground. Options they have mentioned include burning on site or allowing it to decompose naturally. The most likely way the material will be disposed of if this grant is not awarded will be by open pile burning which will release more stored carbon back into the atmosphere than disposing of the material at the cogeneration facilities. The sooner we assist these property owners with the removal and disposal of woody material the sooner landscapes can transition to the reforestation phase.

Although the project is not located in a Low-Income or Disadvantaged Community, potential smoke from a wildfire will adversely affect these communities.

The proposal will reduce the wildfire emissions around the Auberry, Meadow Lakes, Shaver Springs, Tollhouse, Pine Ridge, Shaver Lake, Cressman, Bretz Mountain Village, Quartz Mountain, Wildflower Village, Millwood, Pinehurst, Etheda Springs, Cedarbrook, Dunlap, Miramonte, Deer Crossing and Squaw Valley communities. The proposal will also make the above areas more resilient to a wildfire, create a healthier forest landscape, and will allow for appropriate reforestation. The trees being removed died because of the drought and subsequent forest pest outbreak. By removing the material and maintaining a landscape that is more appropriately stocked will allow the forest to be more resilient and the remaining trees should be able to withstand low rainfall years because of lower stocking rates.

By clearing the immediate fuels that can exacerbate a wildfire, the County will have lowered Greenhouse Gas emissions. County staff is willing and available to calculate project emissions with CalFIRE. Maintaining lower emissions after the grant funds are expended will be accomplished through education and brokering of disposal options for the public.

The Rio Bravo, and Wheelabrator co-generation facilities are familiar with tree and fuels removal projects in the County of Fresno. County staff also notifies the facilities of other available biomass on private lands in an effort to get it off the ground.

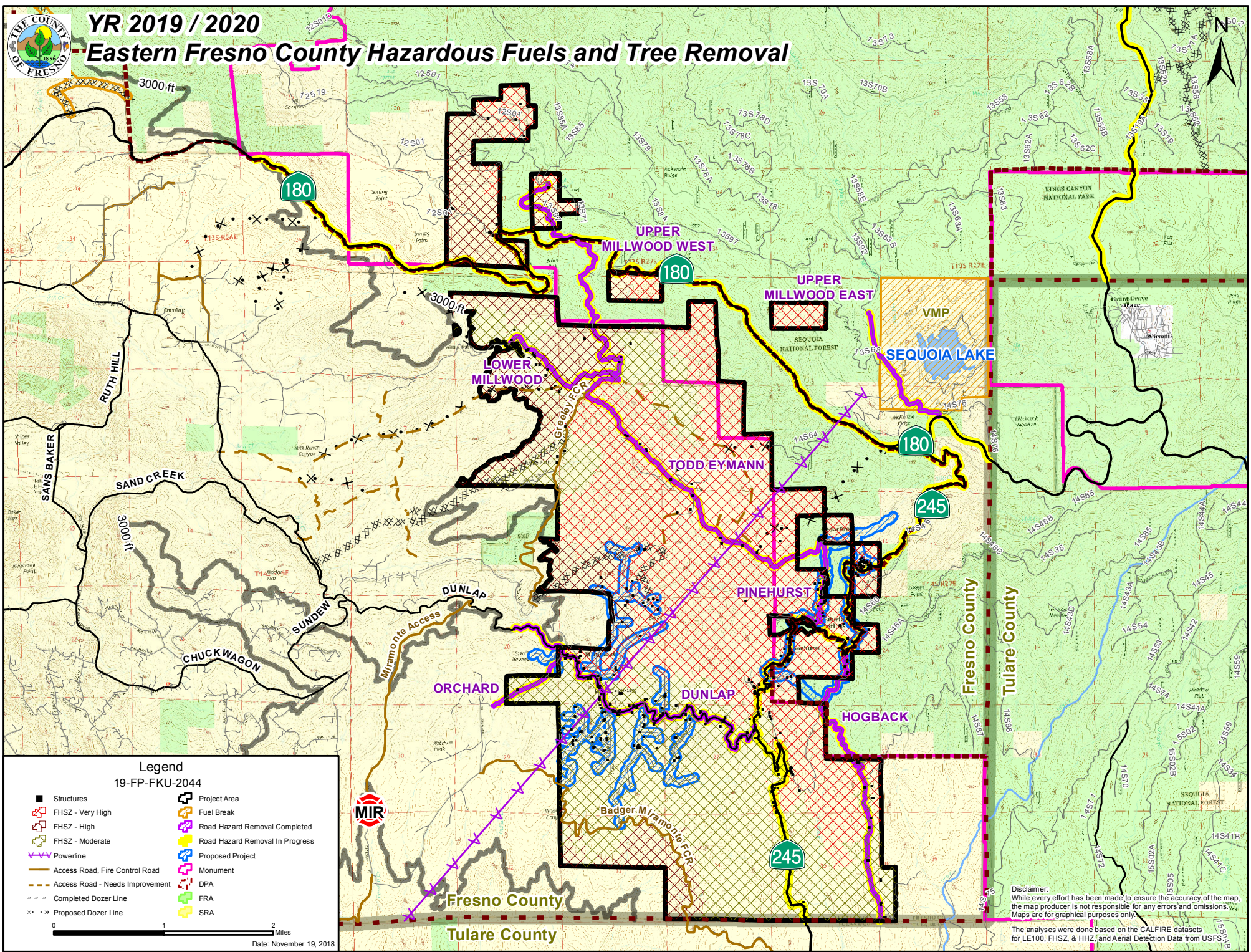
Project Budget

Project Name: Eastern Fresno County Hazardous Fuels and Tree Removal

Budget Category	Item Description	Cost Basis			Cost Share (%)			Funding Source (\$)			Total (\$)
		Quantity	Units	Cost/Unit	Grant	Grantee	Partner	Grant	Grantee	Partner(s)	
A. Salaries and Wages											
	Staff Analyst - Grant Mgt	1900	Hours	\$ 36	0%	100%	0%	\$ -	\$ 68,400	\$ -	\$ 68,400
	Sr. Staff Analyst - Forest Health	1	Each	\$ 83,000	100%	0%	0%	\$ 83,000	\$ -	\$ -	\$ 83,000
		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 Salaries and Wages:							\$ 83,000	\$ 68,400	\$ -	\$ 151,400
B. Employee Benefits											
	Staff Analyst - Grant Mgt	1900	Each	\$ 21		100%	0%	\$ -	\$ 39,900	\$ -	\$ 39,900
	Sr. Staff Analyst - Forest Health	1	Days	\$ 43,000	100%	0%	0%	\$ 43,000	\$ -	\$ -	\$ 43,000
		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:							\$ 43,000	\$ 39,900	\$ -	\$ 82,900
C. Contractual											
	Registered Prof Forester	1500	Hours	\$ 110	100%	0%	0%	\$ 165,000	\$ -	\$ -	\$ 165,000
	Licensed Timber Operator	10	Contract	\$ 200,000	100%	0%	0%	\$ 2,000,000	\$ -	\$ -	\$ 2,000,000
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Acres	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Miles	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
	Sub-Total Contractual:							\$ 2,165,000	\$ -	\$ -	\$ 2,165,000
D. Travel & Per Diem:											
		0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
	Sub-Total Travel & Per Diem:							\$ -	\$ -	\$ -	\$ -
E. Supplies											
		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 Supplies:							\$ -	\$ -	\$ -	\$ -
F. Equipment											
		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 Equipment:							\$ -	\$ -	\$ -	\$ -
G. Other Costs											
		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%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
	Sub-Total Other Costs							\$ -	\$ -	\$ -	\$ -
Total Direct Costs								\$ 2,291,000	\$ 108,300	\$ -	\$ 2,399,300
Indirect Costs (Exclude Equipment)								12%	\$ 274,920		\$ 274,920
Total Project Costs								\$ 2,565,920	\$ 108,300	\$ -	\$ 2,674,220
Less Program Income								\$ -			\$ -
Total Grant Proposed Costs								\$ 2,565,920	\$ 108,300	\$ -	\$ 2,674,220



YR 2019 / 2020 Eastern Fresno County Hazardous Fuels and Tree Removal



Legend
19-FP-FKU-2044

■ Structures	▣ Project Area
▣ FHSZ - Very High	▣ Fuel Break
▣ FHSZ - High	▣ Road Hazard Removal Completed
▣ FHSZ - Moderate	▣ Road Hazard Removal In Progress
⚡ Powerline	▣ Proposed Project
— Access Road, Fire Control Road	▣ Monument
- - - Access Road - Needs Improvement	▣ DPA
▣ Completed Dozer Line	▣ FRA
× × × Proposed Dozer Line	▣ SRA

0 1 2 Miles
Date: November 19, 2018

Disclaimer
While every effort has been made to ensure the accuracy of the map, the map producer is not responsible for any errors and omissions. Maps are for graphical purposes only.

The analyses were done based on the CALFIRE datasets for LE100, FHSZ, & HHZ, and Aerial Detection Data from USFS.

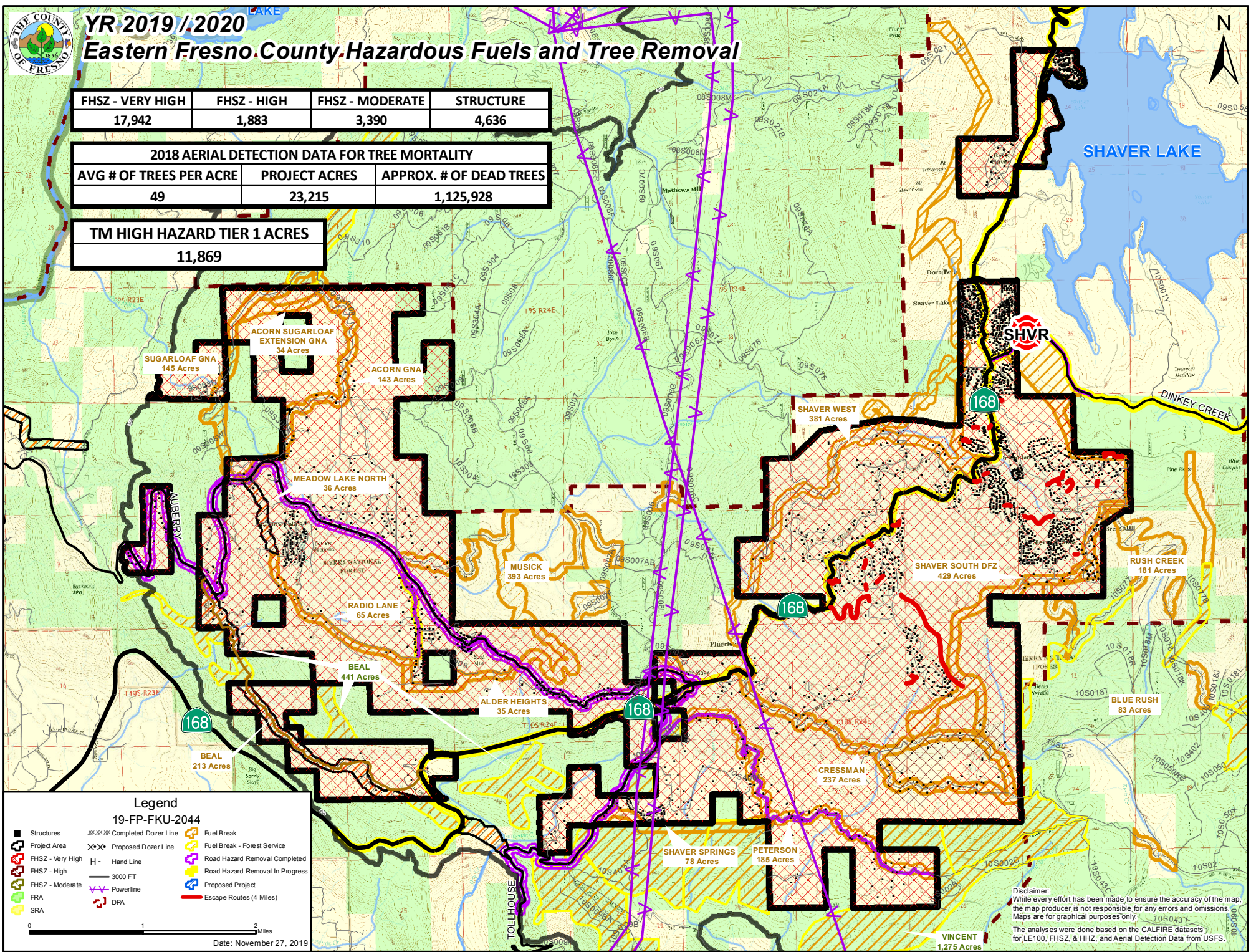


YR 2019 / 2020 Eastern Fresno County Hazardous Fuels and Tree Removal

FHSZ - VERY HIGH	FHSZ - HIGH	FHSZ - MODERATE	STRUCTURE
17,942	1,883	3,390	4,636

2018 AERIAL DETECTION DATA FOR TREE MORTALITY		
AVG # OF TREES PER ACRE	PROJECT ACRES	APPROX. # OF DEAD TREES
49	23,215	1,125,928

TM HIGH HAZARD TIER 1 ACRES
11,869



Legend
19-FP-FKU-2044

Structures	Completed Dozer Line	Fuel Break
Project Area	Proposed Dozer Line	Fuel Break - Forest Service
FHSZ - Very High	Hand Line	Road Hazard Removal Completed
FHSZ - High	3000 FT	Road Hazard Removal In Progress
FHSZ - Moderate	Powerline	Proposed Project
FRA	DPA	Escape Routes (4 Miles)
SRA		

0 1 2 Miles
Date: November 27, 2019

Disclaimer:
While every effort has been made to ensure the accuracy of the map, the map producer is not responsible for any errors and omissions. Maps are for graphical purposes only. 1050437
The analyses were done based on the CALFIRE datasets for LE100, FHSZ, & HHZ, and Aerial Detection Data from USFS.

NONDISCRIMINATION COMPLIANCE STATEMENT

STD. 19 (Rev. 10/2019)

COMPANY NAME

County of Fresno

The company named above (hereinafter referred to as "prospective contractor") hereby certifies, unless specifically exempted, compliance with Government Code Section 12990 (a-f) and California Code of Regulations, Title 2, Division 4, Chapter 5 in matters relating to reporting requirements and the development, implementation and maintenance of a Nondiscrimination Program. Prospective contractor agrees not to unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), medical condition (cancer), age (over 40), marital status, denial of family care leave and denial of pregnancy disability leave.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized to legally bind the prospective contractor to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

OFFICIAL'S NAME

Ernest Buddy Mendes, Chairman of the Board of Supervisors of the County of Fresno

DATE EXECUTED

6-9-2020

EXECUTED IN THE COUNTY OF

Fresno

PROSPECTIVE CONTRACTOR'S SIGNATURE

PROSPECTIVE CONTRACTOR'S TITLE

PROSPECTIVE CONTRACTOR'S LEGAL BUSINESS NAME

ATTEST:

BERNICE E. SEIDEL

Clerk of the Board of Supervisors

County of Fresno, State of California

By Susan Bishop Deputy

DRUG-FREE WORKPLACE CERTIFICATION

STD. 21 (Rev. 10/2019)

ATTEST:


BERNICE E. SEIDEL

Clerk of the Board of Supervisors

County of Fresno, State of California

By Susan Bishop Deputy**CERTIFICATION**

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the certification described below. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

CONTRACTOR/BIDDER FIRM NAME County of Fresno	FEDERAL ID NUMBER
BY (Authorized Signature) 	DATE EXECUTED 10-9-2020
PRINTED NAME AND TITLE OF PERSON SIGNING Ernest Buddy Mendes	TELEPHONE NUMBER (Include Area Code) (559) 600-4064
TITLE Chairman of the Board of Supervisors of the County of Fresno	
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS P.O. Box 11867, Fresno, CA 93775	

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace,
 - (b) The person's or organization's policy of maintaining a drug-free workplace,
 - (c) Any available counseling, rehabilitation and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(c), that every employee who works on the proposed contract or grant:
 - (a) Will receive a copy of the company's drug-free workplace policy statement, and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
4. At the election of the contractor or grantee, from and after the "Date Executed" and until _____^(DATE) (NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, then the terms and conditions of this certificate shall have the same force, meaning, effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

Granicus ID# 20-0243

Board date: 6/9/20

SUBJECT: California Department of Forestry and Fire Protection grant funds

Fire Protection grant revenue will be deposited into Org 55125205, Fund 0001, Sub 10000, Acct 3572