Agreement No. 21-532

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

APPLICANT:

COUNTY OF FRESNO

PROJECT TITLE:

AUBERRY ROAD AND PETERSON ROAD FUEL BREAKS

GRANT AGREEMENT:

5GA20111

PROJECT PERFORMANCE PERIOD is from Date Upon Approval through March 15, 2025.

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 Department of Forestry & Fire Protection, agrees to fund the project up the total state grant amount indicated.

PROJECT DESCRIPTION: The proposed Auberry Road shaded fuel break totals 263 acres and the proposed Peterson Road shaded fuel break totals 234 acres in Eastern Fresno County, centrally located in the Tier 1 and Tier 2 High Hazard Zones. The shaded fuel breaks travel approximately 10.2 miles in length and treat vegetation directly adjacent to the roads, creating a 400 foot gap in fuel continuity while providing road access to ingress and egress for first responders and the public. The Auberry Road fuel break will be situated at 4,500 feet in elevation east of the community of Auberry and directly north of the Meadow Lakes and Bald Mountain communities. The Peterson Road fuel break will be situated at 4,000 feet in elevation east of the Shaver Springs community and south of the Cressman community. Both fuel breaks, in particular the Peterson fuel break, will also protect the Shaver Lake community.

Total State Grant not to exceed \$

4,074,000.00

(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

	ANDTINETROTECTION
Applicant	
Steve Brandau, The Chairman of the Board of Supervisors By of the County of Fresno	By Docusigned by:
Signature of Authorized Representative	F97F3EA1B67C49E
Title //	Title: Mike Richwine, State Fire Marshal
Date December 14 2021	Date 12/27/2021
•	

CERTIFICATION OF FUNDING

GRANT AGREEMENT NUMBER	PO ID	SUPPLIER ID
5GA20111		14996
FUND	FUND NAME	
0001	General Fund	
PROJECT ID	ACTIVITY ID	AMOUNT OF ESTIMATE FUNDING
N/A	N/A	\$ 4,074,000.00
GL UNIT	BUD REF	ADJ. INCREASING ENCUMBRANCE
N/A	0011	\$ 4,074,000.00
PROGRAM NUMBER	ENY	ADJ. DECREASING ENCUMBRANCE
2470010	2020	\$ 0.00
ACCOUNT	ALT ACCOUNT	UNENCUMBERED BALANCE
5340580	5340580000	\$ 4,074,000.00
REPORTING STRUCTURE	SERVICE LOCATION	
35405909	96149	

hereby certify upon my personal kr	nowledge that budgeted t	funds are available for	this encumbrance.
DocuSigned by:			

Signature of CAL FIRE Accounting Office 61EA48D.... Date

BERNICE E. SEIDEL Clerk of the Board of Supervisors Countynof Fresno, State of California

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 four million seventy four thousand (\$4,074,000.00).
- 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.
 - California Climate Investments Department of Forestry and Fire Protection Fire Prevention Program Procedural Guide FY 2020-2021 and FY2021-2022
 - The submitted Application, Scope of Work, Project Budget Workbook, GHG Emissions Workbook and Exhibits
 - c. ADDENDUM FIRE PREVENTION 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 5GA20111.
- 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/Fresno-King Unit	Section/Unit: N/A	
Attention: Jerrold Sharp	Attention: Adan Ortiz	
Mailing Address:	Mailing Address:	
201 S. Academy, Sanger, CA, 93657	1221 Fulton St., 5 th Fl.	
-	Fresno, CA, 93721	
Phone Number: (559) 207-4398	Phone Number: (559) 600-4064	
·	Secondary: (559) 600-4065	
Email Address:	Email Address:	
Jerrold.sharp@fire.ca.gov	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 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 Fire Prevention Program Procedural Guide FY 2020-2021 and FY2021-2022.
- 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 electronically to both the appropriate CAL FIRE Project Representative as identified in Item 2 and

Southern Region Email Address (<u>SouthernRegionGrants@fire.ca.gov</u>). Hard copy submissions will not be accepted.

- 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 Fire Prevention 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:
 - 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.
- 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.

9. 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.

10. 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. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. Assignment

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

ADDENDUM - FIRE PREVENTION GRANT PROJECTS

I. PROGRAM ACKNOWLEDGEMENT/RECOGNITION

All Fire Prevention Grant projects must clearly display, identify and label themselves as being funded by CAL FIRE. Acknowledgements must contain the CAL FIRE logo as well as the following statement:

"Funding for this project provided by the California Department of Forestry and Fire Protection's Fire Prevention 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.

California Department of Forestry and Fire Protection (CALFIRE)
California Climate Investments
Fire Prevention Program Grant Application
Fiscal Year 2020-21/2021-22 Funding Opportunity

Project Name: Auberry Road and Peterson Road Fuel Breaks



Please request a Project Tracking # for each separate application by following the instructions in the 2020-21/2021-22 CCI Grant Guidelines on the <u>Fire Prevention Grants Web Page</u>. Submit the application and all supporting materials to the SharePoint folder assigned to your tracking number **no later than 3:00pm PDT on May 19, 2021**. Grant awards are contingent upon appropriation from the <u>California Climate Investments</u>, or other fund source, with up to \$165 million being awarded. Please note: Items marked in red are required.

1.	Project Tracking	g#: 20-FP-FKU-01	04	CalMapper	ID: 168_	4300-2018-FPI	009
	Project Name/Tit	tle: Auberry Road	and Peterso	on Road Fuel Br	eaks		
	County: Fresno	# The state of the					
		Contract County (Ple KU - Fresno-Kings		is 3-letter Unit Io	dentifier f	or file naming. S	See
2.	Organization Ty	pe: County	If C	other, please spe	ecify:		
	If Non-Profit, are	you a registered 50)1(c)(3)? [Yes 🔳 N	lo	- 1996 - III al Statistic (1997 - 1996), de Adolf (1997 - 1996), de Statistic (1997 - 1996), de Statistic (1997 - 1997), de Statistic (1997 -	
3.	Sponsoring Org Project Manage	ganization: County r	of Fresno				
	Title: Staff Analy	yst III					
	First Name: Ada	an		Last Name:	Ortiz		
	Address Line 1:	1221 Fulton Street	, 5th Floor				
	Address Line 2:						
	City: Fresno		State: Ca	ılifornia	Zip Cod	e: 93721	
	Phone Number:	(559) 600-4064	Sec	ondary Phone i	Number:	(559) 600-406	5
	Email Address:	aortiz@fresnocoun	tyca.gov	Fax I	Number:		
	Tracking #: 20-F	FP-FKU-0104				F	age 1 of 5

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, 2025 or March 15, 2026, depending on the source of the funds awarded. Note that final billing is due 30 days after project completion. Please use MM/DD/YYYY format.
	Project Start Date: 01/01/2022 Project Completion Date: 03/15/2026
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: County will coordinate with the Unit Forester for available THPs, if any.
8.	Community at Risk: Is the project associated with a community that is listed as a Community at Risk? See the list of <u>Communities at Risk</u> on the Office of the State Fire Marshal web page.
	■ Yes ■ No
	Number of Communities in the project area: 6
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 #: 20-FP-FKU-0104 Page 2 of 5
	Project Name: Auberry Road and Peterson Road Fuel Breaks

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.)

Although the fuel breaks cannot prevent a wildfire from starting outside of the treatment area, it can provide a strategic location to contain a wildfire. The proposed fuel break locations will slow the advancement of a wildfire towards the communities of Auberry, Meadow Lakes, Bald Mountain, Shaver Springs, Cressman, and Shaver Lake. The proposed projects provide a green house gas benefit by minimizing the total acres, homes, and infrastructure that could burn during a wildfire. The utilization of biomass during the treatment of the project area directly reduces greenhouse gas emissions normally associated with open burning.

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

Non-Tribal Lands:	Yes	■ No	If yes, how many acres?	
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)		500.00	1,000.00
Treatment Influence Zone (TIZ)			497.00

Tracking #: 20-FP-FKU-0104

Page 3 of 5

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 (\$)	4,074,000.00

14	Local Wildland Fire Risk Reduction Plans: Is the project in, consistent with, or build on a larg plan that deals with the risk and potential impact to habitable structures in the WUI covered by the project? If so, discuss in the Scope of Work. Select all that apply.					
	V	CAL FIRE Unit Strategic Fire Plan				
		Homeowners' Association Plan				
	1	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)				
	1	Local Hazard Mitigation Plan				
	1	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?						
		ase indicate the CEQA document type (For planning, education and other projects that are mpt from CEQA, select "Not Applicable"):				
	No	ce of Exemption				
	Do	ument Identification Number: Will file CEQA exemption				
16.	Ha	e you applied for or received any other CAL FIRE Grants for this project?				
		Yes No				
		s, please identify the other CAL FIRE grant program and how the additional grant will be or is g applied to this project.				

Tracking #: 20-FP-FKU-0104 Page 4 of 5

17. 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
Application Form (.pdf)	20-FP-UUU-XXXX-Application.pdf
Scope of Work (.doc)	20-FP-UUU-XXXX-SOW.doc
Project Budget (.xls)	20-FP-UUU-XXXX-Budget.xls
Project Map (.pdf)	20-FP-UUU-XXXX-MAP pdf
Articles of Incorporation (.pdf) - Applies to Non-Profits only	20-FP-UUU-XXXX-AOI.pdf
Mapping	Create a Geo Point & Polygon web link

I certify that the above and attached in	nformat	tion is true and correct:	
DIAMIL			4-27-21
Original Signature Required: Grant	ee's Aı	uthorized Representative	Date Signed
David Pomaville			Director
Printed Name			Title
Executed on: 4/27/21 Date	at	Fresno 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 SharePoint folder assigned to your tracking number no later than 3:00pm PDT on May 19, 2021. Please submit the documents as early as possible to avoid unanticipated issues. Applications submitted or modified in the SharePoint folder after this date will be considered late. Access to SharePoint after the due date may be revoked.

Tracking #: 20-FP-FKU-0104 Page 5 of 5



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



Project Name: Auberry Road and Peterson Road Fuel Breaks

Project Tracking Number: 20-FP-FKU-0104

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 proposed Auberry Road shaded fuel break totals 263 acres and the proposed Peterson Road shaded fuel break totals 234 acres in Eastern Fresno County, centrally located in the Tier 1 and Tier 2 High Hazard Zones. The shaded fuel breaks travel approximately 10.2 miles in length and treat vegetation directly adjacent to the roads, creating a 400 foot gap in fuel continuity while providing road access to ingress and egress for first responders and the public. The Auberry Road fuel break will be situated at 4,500 feet in elevation east of the community of Auberry and directly north of the Meadow Lakes and Bald Mountain communities. The Peterson Road fuel break will be situated at 4,000 feet in elevation east of the Shaver Springs community and south of the Cressman community. Both fuel breaks, in particular the Peterson fuel break, will also protect the Shaver Lake community.

The associated vegetation type on the Auberry Road fuel break consists primarily of Creek Fire burned ponderosa pine and incense cedar trees. The associated vegetation type on the Peterson Road fuel break consists primarily of Creek Fire burned ponderosa pine, incense cedar, oak trees, and also includes non-Creek Fire burned vegetation; including treatment on U.S. Forest Service land. The projects placement takes advantage of existing terrain to provide a line of defense in the event of a wildfire. The blue canyon watershed threatens 3,780 structures within these communities. Its topography, unpredictable strong winds, and heavy fuels are an immediate and direct wildfire threat to the above-mentioned communities.

The 400 foot wide fuel breaks will include removal of all dead and dying trees, retaining healthy growing trees greater than 9 inches at DBH, thinning small trees less than 9 inches at DBH, and heavily treating any ground shrubs. The proposed fuel breaks will significantly reduce the horizontal and vertical continuity of fire fuels, expand defensible space and create a location that promotes a crown fire transitioning to a ground fire. The fuel breaks also provide for an effective location for fire suppression equipment and tactics to cease the advancement of a wildfire.

These fuel breaks will become an integral added component to the Fresno-Kings Pre-Fire Management Plan. It provides an important added component that would bolster the regional arrangement of several existing fuel breaks. Planning of the fuel break locations, size, and prescription is being coordinated with the cooperation of Cal Fire/Fresno County Fire Protection District.

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 <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 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?

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

Hazardous Fuel Reduction/Removal of Dead or Dying Tree Projects

The 263 acre, 5.4 mile long Auberry Road fuel break and the 234 acre, 4.8 mile Peterson Road fuel break will run along established public roads. The Auberry Road fuel break will be constructed east of the community of Auberry and directly north of the Meadow Lakes and Bald Mountain communities. The Peterson Road fuel break will be constructed east of the Shaver Springs community and south of the Cressman community. The community of Shaver Lake is just north of these fuel breaks and will be protected by both fuel breaks.

There are an estimated 3,780 dead or dying trees within the two 400 foot shaded fuel breaks. The objective of the fuel breaks will be to establish a break in fuel structure measuring 200 feet on each side of the road measured from road centerline that will maintain natural habitat, ecological elements, and healthy trees while providing a strategic location for suppressing an approaching wildfire. Areas within the fuel breaks with no remaining live conifers will be re-planted with conifers to provide shade in an effort to slowdown brush growth. Ultimately, the shade provided within the fuel break will minimize the frequency at which maintenance needs to occur. The fuel breaks will provide a strategic location for fire suppression personnel to combat a wildfire and for aerial retardant to be applied. The fuel breaks will also allow for the staging of engines and equipment. The majority of both fuel breaks are directly adjacent to several private residences within the WUI. In areas where the fuel breaks are directly adjacent to the WUI, the project will expand the defensible space for property owners. The County's goals are as follows:

- Protection of all cultural and biological resources in accordance with the California Forest Practice Rules.
- Preserving live trees greater than 9" at DBH.
- Retention and spacing of seedlings and saplings.
- Removal of all dead and dying trees utilizing lumber and/ or biomass markets.
- Eliminating the horizontal and vertical continuity of fire fuels through:
 - o Thinning of dense tree stands up to an average of 20 foot crown spacing.
 - Removal of ladder fuels
 - Treating brush
 - o Grinding or masticating of ground fuels unsuitable for biomass utilization.

The locations of the fuel breaks will provide wildfire defense for the following assets as well as structures:

- Road maintenance and operations yards
- Meadow Lakes Radio Tower
- PG&E and Southern California Edison transmission and distribution lines
- Sheriff's Substation

- United States Forest Service infrastructure
- Pineridge Elementary and Foothill Middle Schools
- County libraries

The scale of both fuel break projects are appropriate to meet the goals and objectives mentioned above. The length of the fuel breaks are necessary to defend the communities of Auberry, Meadow Lakes, Bald Mountain, Shaver Springs, Cressmans and Shaver Lake. The width of the project is appropriate to maximize protection for fire suppression personnel and to slow and/or stop the advancement of a wildfire. The defensible landscape being proposed will be a shaded fuel break to maintain forestlands, habitat, and increase carbon sequestration. The locations of the fuel breaks will be adjacent to heavily utilized public road systems which will provide fire suppression access.

Rio Bravo, Fresno, is the local biomass purchaser in Fresno County. The 25 megawatt biomass facility in Fresno accepts renewable biomass to produce electricity. The County anticipates bidding out the project and strongly recommending to interested contractors to grind non-merchantable material near the project site and hauling it to the Rio Bravo plant. Grinding material on-site and hauling chips to Rio Bravo has been proven an economical alternative to open burning and also reduced greenhouse gas emissions on previous projects. The only other alternative to dispose of non-merchantable logs and debris would be to pile and burn.

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).

The proposed projects support the goals and objectives of the Fresno County Tree Mortality Task Force, California Strategic Fire Plan, local CAL FIRE Unit Fire Plan, and the 168 Fire Safe Council Community Wildfire Protection Plan.

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).

The fuel breaks fall within the tree mortality tier one and tier two high hazard zones and within the Very High Hazard Severity Zone. There are an estimated 3,780 structures and 4,500 dead and dying trees within the project area.

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? (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/Forest Health Program for the last 6 years. The County is prepared to continue contributing 1.0 FTE to fulfill the Program's tree mortality and healthier forests mission. Duties include, but are not limited to, writing the prescription to establish the two new fuel breaks along with the RPF, grant administration, bidding to hire contractors, prioritization of projects, coordination, project oversight, and one point of contact with partner agencies. Maintaining these fuel breaks will continue after the grant period has ended. Should this grant proposal be approved, the County will hold community meetings to notify the public of the proposed fuel breaks.

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 continue to 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 which traverse through this project area.

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

Project Tracking Number: 20-FP-FKU-0104

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, 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 20 Licensed Timber Operators. Should this application be approved and funded, the County anticipates this project will be completed no later than March 15, 2026; however, the County can also complete the project by March 15, 2025 if the funding source requires it. The County is prepared to commence both fuel breaks at the same time. The County will place three separate sets of time-lines and milestones on this project. The first time-line and milestone will be placed on securing Rights of Entry (ROE) permits to work on areas that are privately owned outside of the County's right-of-way. The second time-line and milestone will be placed on working with the Registered Professional Foresters to produce the necessary environmental clearance documents, treatment prescription, and releasing bid documents for the creation of the fuel breaks. The third time-line and milestone will be assigned to the selected LTOs to track completed progress, on a per acre and linear mile basis, by certain deadlines. These milestones will be assigned progress deadlines at 25%, 50%, 75% and 100% completion.

Within 1-4 months of grant award, the County will have the necessary signed ROE's to enter private property to begin flagging the boundaries. Within 6 months of grant award, RPF files appropriate CEQA and harvest document(s). At 7 months post grant award, LTO(s) will be selected and can start working on the projects. Following the progress made by the LTO(s), material that is not suitable for biomass use will be masticated into the ground.

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, going on 6 years. This individual has over 16 years of grant management experience which includes the application process, working directly with the RPF, property owners, bidding and contracting for tree removal and disposal services, preparing claims for reimbursement and progress reports, 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 \$4,074,000.

Grant funds will utilized to contract for an RPF to file and insure all necessary CEQA and Forest Practice Rules requirements are met. The RPF will also insure resource protection and layout are conducted, perform contractor oversight along with County staff, as well as insure the fuel break prescriptions and objectives are met. The RPF will also be in communication with property owners to explain the project and the benefits it will yield.

Grant funds will be utilized to contract for an LTO(s) with the appropriate equipment, experienced personnel, acceptable references, and an understanding of the vision and expectations of the County. This is necessary to successfully build functional and effective fuel breaks in the most economical and safe fashion. LTO costs typically include harvesting, hauling costs, and the processing of material for biomass utilization, and machine piling and mastication of material unsuitable for biomass

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, there may be a shortage of LTO's due to wildfire recovery efforts State-wide. A total of 12% in Administration is being budgeted to allow the County to offset staff time including, but not limited to, GIS services, procurement, ROE mailing, traffic control review, assessments, and staff meetings with partners. The County does not anticipate the need to purchase equipment.

The County's goal is to reduce the risk of wildland fires and protect habitable structures, communities, infrastructure, and to maximize carbon sequestration in healthy wildland habitat and minimizing the uncontrolled release of emissions emitted by wildfires.

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 regional drought mortality, minimal forest management on Federal lands, and devastating high intensity like that of the Creek Fire, continue to pose a major threat to

the communities of Auberry, Meadow Lakes, Bald Mountain, Shaver Springs, Cressmans, and Shaver Lake.

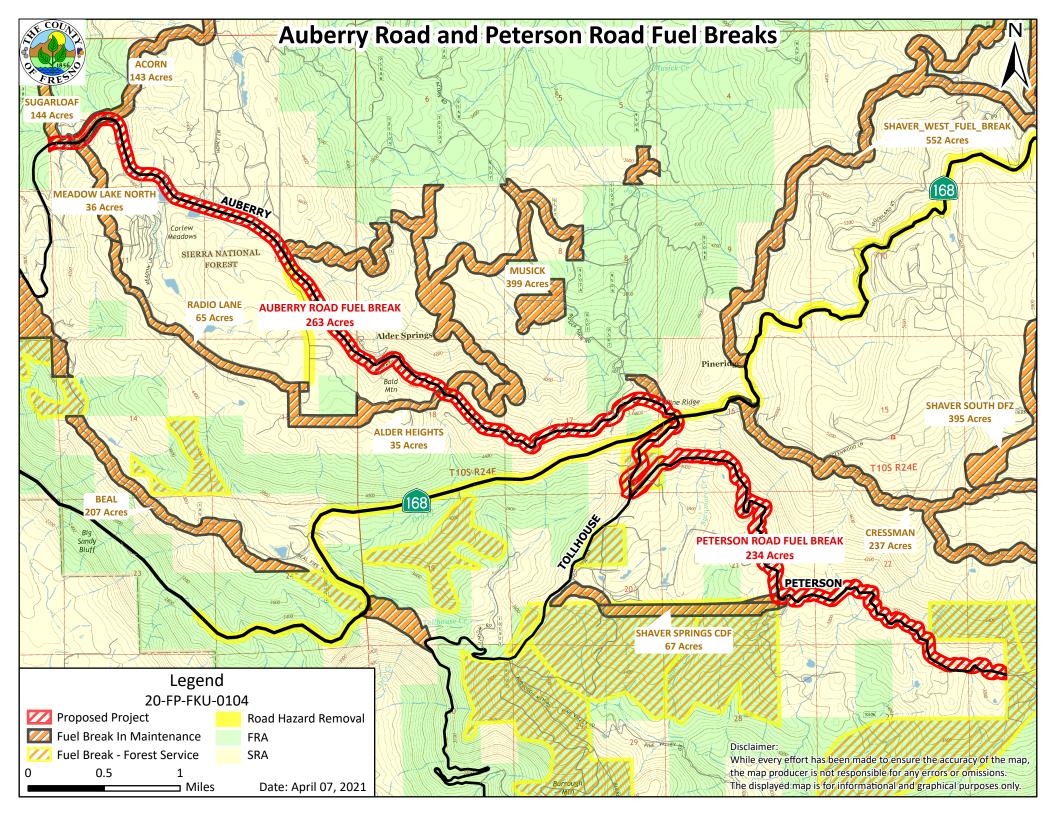
There is no doubt that the prevention of a wildfire is the best-case scenario for minimizing greenhouse gas emissions. The early containment of a wildfire is the second best scenario to minimizing greenhouse gases from wildfire emissions. Green house gas emissions resulting from the Creek Fire were unprecedented.

Introducing biomass utilization as part of the treatment for the fuel breaks instead of open burning will significantly reduce greenhouse gas emissions normally associated with open burning of this material; and electricity will be produced. The project is not located in a low-income or disadvantaged community; however, smoke from prior fires has traveled for miles and has affected these communities in the past. A wildfire will significantly affect air quality in many of these communities, which often lie beneath the inversion layer where poor air quality is proven to have a negative effect on health and wellness.

Tracking #: 20-FP-FKU-0104

Project Budget

Budget Item Description Category		Cost Basis	S		Co	st Shai (%)	re			Fur	nding Source (\$)				Total (\$)
	Quantity	Units	Cost/Un	it Gr	rant	Grantee	Partner		Grant		Grantee		Partner(s)		
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B. Employee Benefits											70,300	<u> </u>		<u> </u>	70,500
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C. Contractual		1													
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G. Other Costs															
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Sub-Total Other Costs								\$	-	\$	-	\$	-	\$	-
Total Direct Costs								\$	3,637,500	\$	109,300	\$	-	\$	3,746,800
Indirect Costs (Exclude Equipment)							12%	\$	436,500					\$	436,500
Total Project Costs								\$	4,074,000	\$	109,300	\$	-	\$	4,183,300
Less Program Income								\$	<u>-</u>					\$	_
Total Grant Proposed Costs								\$4	4,074,000	\$	109,300	\$	-	\$4	,183,300



NONDISCRIMINATION COMPLIANCE STATEMENT

STD. 19 (Rev. 10/2019)

COMPANY NAME
County of Fresno

The company named above (herinafter 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 Steve Brandau, The Chairman of the Board of Supervisors	of the County of Fresno
DATE EXECUTED	EXECUTED IN THE COUNTY OF
December 14, 2021	Fresno
PROSPECTIVE CONTRACTOR'S SIGNATURE	
PROSPECTIVE CONTRACTOR'S TITLE	
Chairman Board ?	Supervisors
PROSPECTIVE CONTRACTOR'S LEGAL BUSINESS NAME)
Country of Freemo	
1	ATTEST:
	BERNICE E. SEIDEL
	Clerk of the Board of Supervisors
	County of Fresno, State of California
	By We Cul
	Deputy

DRUG-FREE WORKPLACE CERTIFICATION

STD. 21 (Rev. 10/2019)

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.

	ATTEST:	
CONTRACTOR/BIDDER FIRM NAME	BERNICE E. SEIDEL	FEDERAL ID NUMBER
County of Fresno	Clerk of the Board of Supervisors	
BY (Authorized Signature)	County of Fresno, State of California	DATE EXECUTED
4	By Call Cry	12/14/2021
PRINTED NAME AND TITLE OF PERSON SIGNING	Deputy	TELEPHONE NUMBER (Include Area Code)
Steve Brandau		(559) 600-4064
TITLE		an an ann an
The Chairman of the Board of Supervisor	rs of the County of Fresno	
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS	purple distributed de description de sont individuel de distribute de la contraction	
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 March 15, 2025 (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.

California Department of Forestry and Fire Protection (CAL FIRE)

Name/No.: YR 2025 – Auberry Road and Peterson Road Fuel Breaks Grant

Agreement (No. 5GA20111)

Organization #:

55125205

Board date: 12/14/21

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

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