

State of California
Dept. of Forestry and Fire Protection (CAL FIRE)
Resource Management
GRANT AGREEMENT

APPLICANT: County of Fresno
PROJECT TITLE: Zone 9 - Upper Millwood Tree Removal
GRANT AGREEMENT: 5GA16110

ATTEST:

BERNICE E. SEIDEL, Clerk
Board of Supervisors

By Rosa Cruz
Deputy

PROJECT PERFORMANCE PERIOD IS from Upon Approval through June 30, 2018.

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: Provide community residence a reduced risk of hazard trees impacting habitable structures and safer ingress and egress routes along local roads within communities by removing dead and dying trees that are within 300 feet of 88 habitable structures.

Total State Grant not to exceed \$ 200,000.00 (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

Applicant

By Brian Pacheco
Signature of Authorized Representative
Title Brian Pacheco, Chairman, Board of Supervisors
Date February 28, 2017

By Helge Eng
Title: Helge Eng,
Deputy Director, Resource Management
Date 3/13/17

CERTIFICATION OF FUNDING

AMOUNT OF ESTIMATE FUNDING \$ 200,000.00		GRANT AGREEMENT NUMBER 5GA16110		FUND	
ADJ. INCREASING ENCUMBRANCE \$ 0.00		APPROPRIATION General			
ADJ. DECREASING ENCUMBRANCE \$ 0.00		FUNCTION General Fund			
UNENCUMBERED BALANCE \$ 200,000.00		LINE ITEM ALLOTMENT 3540-001-0001	CHAPTER 23	STATUTE 2016	FISCAL YEAR 16/17
T.B.A. NO.	B.R. NO. FY 16/17	INDEX 9212	OBJ. EXPEN D 418	PCA 94372	PROJECT/WORK PHASE VENDOR# 809850-00

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

Jennifer Green
SIGNATURE OF CAL FIRE ACCOUNTING OFFICER

3/15/17
DATE

AGREEMENT BETWEEN THE COUNTY OF FRESNO AND THE STATE OF CALIFORNIA

**State of California – Natural Resources Agency,
Department of Forestry and Fire Protection**
Upper Millwood Tree Removal (5GA16110)

Term: Jan. 31, 2017 – June 30, 2018

APPROVED AS TO LEGAL FORM:
DANIEL C. CEDERBORG
COUNTY COUNSEL

By


DEPUTY

APPROVED AS TO ACCOUNTING FORM:
OSCAR J. GARCIA, CPA
AUDITOR-CONTROLLER/TREASURER -TAX COLLECTOR

By


DEPUTY

REVIEWED AND RECOMMENDED FOR APPROVAL:

By


DAVID POMAVILLE, DIRECTOR
DEPARTMENT OF PUBLIC HEALTH

Fund/Subclass: 0001/10000
Organization #: 56204605
Revenue: 3530

ks

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FRESNO COUNTY PUBLIC WORKS AND PLANNING & THE OFFICE OF
EMERGENCY SERVICES
ZONE 9 - UPPER MILLWOOD TREE REMOVAL

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 Fresno County Public Works and Planning & The Office of Emergency Services, hereinafter referred to as "GRANTEE".
2. The STATE hereby grants to GRANTEE a sum (hereinafter referred to as "GRANT FUNDS") not to exceed Two Hundred Thousand Dollars (\$200,000.00).
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.
 - a. State Responsibility Area Fire Prevention Fund and Tree Mortality Grant Program Procedural Guide
 - b. The submitted Application, Scope of Work, Budget Detail, and Exhibits

II. SPECIAL PROVISIONS

1. Recipients of GRANT FUNDS pursuant to Chapter 23, Statutes of 2016 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 5GA16110.

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- 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: Fresno County Public Works and Planning & The Office of Emergency Services
Section/Unit: FKU - Fresno-Kings Unit	Section/Unit: N/A
Attention: Ed Simpson	Attention: Adan Ortiz
Mailing Address: 210 S. Academy Sanger, CA 93657	Mailing Address: 1221 Fulton Mall, 3rd Floor Fresno, CA 93721
Phone Number: (559) 493-4307	Phone Number: 559-600-4064
Email Address: Edwin.Simpson@fire.ca.gov	Email Address: aortiz@co.fresno.ca.us

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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 30 days from the Agreement expiration date and in no event less than 30 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

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of CEQA compliance for project activities that do not have the potential to cause a direct environmental impact (e.g. project planning, locating and marking property or project boundaries, contacting and signing up landowners, etc.).

- f. GRANTEE shall permit periodic site visits by representative(s) of the STATE to ensure program compliance and that work is in accordance with the approved Project Scope of Work, including a final inspection upon Project completion.
- g. GRANTEE, and the agents and employees of GRANTEE, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents, of the STATE.

4. Project Costs and Payment Documentation

- a. Payment by the STATE shall be made after receipt of an acceptable invoice and approval by a duly authorized representative of the STATE. GRANTEE shall submit an invoice for payment to the CAL FIRE Project Representative of the STATE. A final invoice shall be submitted no later than 30 days after completion, expiration, or termination of this Agreement.
- b. For services satisfactorily rendered, and upon receipt and approval of invoices for payment, the STATE agrees to compensate GRANTEE for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto, as Attachment 3 – Final Project Budget, and made a part of this Agreement.
- c. 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 State Responsibility Area Fire Prevention Fund and Tree Mortality Grant Program Procedural Guide.
- d. 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.

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- e. 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.
- f. GRANTEE shall promptly submit any and all records at the time and in the form as the STATE may request.
- g. GRANTEE shall submit each invoice for payment to:

California Department of Forestry & Fire Protection
Attention: Ed Simpson
210 S. Academy
Sanger, CA 93657
- h. Notwithstanding any of the provisions stated within this Agreement, the STATE may at its discretion make advance payment to the GRANTEE, if GRANTEE is a Community-based private non-profit agency, upon written request by the GRANTEE. Advance payment made by the STATE shall be subject to the circumstance and provisions below.
Where hardship circumstances exist for the GRANTEE, the STATE will consider authorizing advance payments. The STATE will consider the following factors in determining whether a hardship situation exists:
 - Modest reserves and potential cash flow problems of the GRANTEE including the need for advance funding in order to initiate a project. A justification for advance payment may include items such as the inability to pay for staff, supplies, administration expenses, and to secure contractors for Project work.

The following guidelines will be applied to advance payments:

- 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

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advance payment request. The balance of unspent advance payment funds not liquidated within the six month spending period will be billed for the return of the advanced funds to the STATE. The amount will be returned to the grant balance.

- A request for advance payment must include the same level of expenditure detail and justification as a regular invoice.
- 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.
- Advance payments must be deposited into an interest-bearing account. Any interest earned on advance payment funds must be accounted for and reported as program income 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 TM 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 before work on the Project begins. 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.

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7. Financial Records

- a. GRANTEE shall retain all records described in Section 7(c) below for three (3) years after final payment by the STATE. In the case an audit occurs, all such records shall be retained for one (1) year from the date is audit is completed or the three (3) years, whichever date is later.
- b. GRANTEE shall maintain satisfactory financial accounts, documents, and records for the Project and make them available to the STATE for review during reasonable times. This includes the right to inspect and make copies of any books, records, or reports of GRANTEE pertaining to this Agreement or matters related thereto.
- c. GRANTEE shall keep such records as the STATE shall prescribe, including, but not limited to, records which fully disclose (a) the disposition of the proceeds of state funding assistance, (b) the total cost of the Project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the Project cost supplied by other sources, and (d) any other such records as will facilitate an effective audit. All records shall be made available to the STATE, other State of California agency, or other entity as determined by the State of California for auditing purposes at reasonable times.
- d. GRANTEE shall use any generally accepted accounting system.

8. Project Termination

- a. This Agreement may be terminated by the STATE or GRANTEE upon 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.

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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

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resulting from the negligent or wrongful act or omission of State of California employees while acting within the scope of his or her employment, arising out of this Agreement.

11. Nondiscrimination

The State of California prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, sex, marital status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. GRANTEE shall not discriminate against any person on any of these bases.

12. Incorporation

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

13. Severability

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

14. Waiver

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

15. Assignment

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



California Department of Forestry and Fire Protection (CAL FIRE)
SRAFPF & TM Grant Application
Fiscal Year 2016-17 Funding Opportunity



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

Please complete the project identification information.

Is your project tree mortality related? ☒ Yes ☐ No

Is your project in the State Responsibility Area? ☒ Yes ☐ No

1. Project Tracking #: CalMapper ID:

Project Name/Title:

County: CAL FIRE Unit/Contract County:

Please use this 3-letter Unit identifier for file naming (see questions 5 & 14)

2. Sponsoring Organization:

Organization Type: If Other, Please specify:

Project Manager Title:

First Name: Last Name:

Address 1:

Address 2:

City: State: Zip Code:

Phone Number: Secondary Phone Number:

Email Address: Fax Number:

3. For which activity is funding being requested?

If Other, Please specify

4. Grant Period: Please provide the estimated start date and completion date for your project. Projects **MUST** be completed by March 15, 2019. Note that final billing is due 30 days after project completion. Please use MM/DD/YYYY format.

Project Start Date: Project Completion Date:

Tracking #: 16-FKU-2015

Project Name: Zone 9 - Upper Millwood Tree Removal

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

Latitude N **Longitude W** ° ' "

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

Please attach a Project map in PDF format with geographic information describing your project location. The map should show the surrounding area in relation to the project. **File naming convention:** Features should be named with the Tracking # and Feature Type. *Example: 16-UUU-XXXX-MAP.pdf*

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

6. Project Area Statistics:

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

Habitable Dwellings (# of dwellings):

Project Area (acres):

Fuels Treatment Area (acres):

7. SRA Fire Hazard Severity Zones (FHSZ):

What SRA Fire Hazard Severity Zones (FHSZ) are in the project area? SRA Fire Hazard Severity Zone ratings are available at: http://calfire.ca.gov/fire_prevention/fire_prevention_wildland_zones.php

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

FHSZ Rating	Acres	Percent
Very High	<input type="text" value="2,328"/>	<input type="text"/> %
High	<input type="text" value="1,299"/>	<input type="text"/> %
Moderate	<input type="text" value="644"/>	<input type="text"/> %
Non SRA (Federal or Local Area)	<input type="text"/>	<input type="text"/> %
TOTAL	4,271	%

*Acres Note: Total acres must be the same as Item 6 Project Area (Acres).
Percent Note: Total % must be 100%*

8. 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.

9. 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:

10. Community at Risk:

Is the project associated with a community that is listed as a Community At Risk? See http://osfm.fire.ca.gov/fireplan/fireplanning_communities_at_risk.php

If so, what is the name of the community?
If none, enter "none".

Upper Millwood

Number of Communities in the project area:

11. Project Budget:

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

Budget Item	Amount
Grant Portion of project (\$)	\$200,000.00
Equipment Purchases (\$)	
Partners (\$)	
Total Project Budget (\$)	200,000

12. 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 SRA covered by this project? If so, discuss in the Scope of Work. **Select all that apply.**

☒ CAL FIRE Unit Strategic Fire Plan

☐ Fire Safe Council Action Plan

☐ County Fire Department Strategic Fire Plan

☐ FIREWISE Community Assessment

☐ Local Fire Department Plan

☐ Community Wildfire Protection Plan

☐ Homeowners' Association Plan

☒ Other Local Plan (Identify in Scope of Work)

13. CEQA Compliance:

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

Please indicate the CEQA document type: Will File

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

Document Identification Number

14. Application Submission:

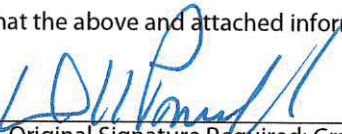
NOTE TO APPLICANT: If you modify the language contained in any part of this document, other than to fill in the blanks, or to provide requested information, your application will be rejected.

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

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

US Mail	Email	Attachments	File Name
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Application Form (.pdf)	16-FKU-2015-Application.pdf
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Scope of Work	16-FKU-2015-SOW.doc
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Project Budget	16-FKU-2015-Budget.xls
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Project Map (.pdf)	16-FKU-2015-MAP.pdf
<input type="checkbox"/>	<input type="checkbox"/>	Articles of Incorporation (.pdf)	

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



Original Signature Required: Grantee's Authorized Representative

9/27/16

Date Signed

Printed Name David Pomaville

Title Asst. Emergency Services Dir.

Executed on: 9/27/16
Date

at Fresno
City

Print Form

Please fill out this form completely. Be sure to save a copy of this form for your records. Submit one (1) electronic copy in fillable PDF format with all supporting materials to CALFIRE.Grants@fire.ca.gov. Please use "SRAFPF/TM Project Application" in the E-mail subject line and include yourself as a cc. Your CC will be proof of your submittal. In addition, submit one (1) hard copy with signatures and all supporting materials to : California Department of Forestry and Fire Protection, Attention: Grants Management Unit - SRAFPF & TM Grant, P.O. Box 944246, Sacramento, CA 94244-2460. Hard copy will need to be postmarked no later than September 28, 2016. Electronic copy must be submitted no later than September 28, 2016 at 3:00 pm. Applications postmarked after this date and time will be considered late.

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

Tracking #: 16-FKU-2015

Project Name: Zone 9 - Upper Millwood Tree Removal



California Department of Forestry and Fire Protection (CAL FIRE) SRAFPF/TM Grant Project FY 2016-17 Scope of Work

Project Name

Zone 9 - Upper Millwood Tree Removal

Project Tracking Number

16-FKU-2015

Project Description Summary: Please provide a paragraph summarizing the proposed project including the location, habitable structures, acres treated, number of trees to be removed, etc.

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 88 habitable structures. Primary focus will be placed on removal and disposal of dead and dying trees around structures and non-county maintained roads in and around the community of Upper Millwood covering 4271 acres as illustrated on the attached map. Approximately 342 dead or dying trees have been identified for removal in this area. This project will provide community residence a reduced risk of hazard trees impacting habitable structures and safer ingress and egress routes along local roads within communities. County maintained roads are already being treated with a 2015 SRA grant and California Disaster Assistant Act (CDAA) funds by the County of Fresno. Fuel breaks are in progress in this area and adjacent to the project and PG&E continues to remove trees along power lines in these communities.

A. Project Description

This item is broken into project specific criteria depending on the type of project being proposed: planning, education and tree Removal. Please ***only answer the one set of questions*** in this section that pertain to your project.

Removal of Dead or Dying Tree Projects

1. Describe the geographic scope of the project, including an estimate of the number of dead/dying trees that will be removed or specific activity in support of dead and dying tree removal.
2. Describe the goals, objectives, and expected outcomes of the project, this could include, but is not limited to number of homes treated, number of trees removed, or number miles of roads treated, etc.
3. Provide a clear rationale for how the proposed project will identify dead or dying trees that pose an threat to public health and safety.
4. Identify any additional assets at risk to wildfire and tree mortality 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, residences and neighborhoods.
5. Is the scale of the project appropriate to achieve the stated goals, objectives and outcomes discussed in Item 2 above?

Fuel Reduction Projects

1. Describe the geographic scope of the project, including an estimate of the number of habitable structures in the SRA 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 SRA.
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?

A. Project Description Continued

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 SRA 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.

Education and Training Projects

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 SRA.
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 are expected to increase the preparedness of residents and structures in the SRA for wildfire.
5. Describe the expected outcome of the education in terms of increased or changed public awareness about wildfire.

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?

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 SRA.
3. Describe the projects geographic location related to the latest tree mortality Aerial Detection Survey and Tree Mortality High Hazard Zones.

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 any cooperating entities in the dead and dying tree removal along with this project being part of a larger tree removal project (if applicable).
3. 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.
4. Describe any plans to maintain the project after the grant period has ended.
5. Does the proposed project work with other organizations or agencies to address fire hazard reduction at the landscape level?

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, 2019 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?

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.
3. Describe partnering entities for the tree mortality work and existing projects that this proposed grant will assist or compliment.

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 any administrative expenses and describe why they are necessary for successful project implementation. Administrative expenses to be paid must be less than 12% of the total grant request.

A. Project Description Response

The project will provide a direct benefit to the Community of Upper Millwood totaling 4,271 acres. Approximately 342 dead and dying trees have been identified for removal that are within 300 feet of private infrastructure. The goal is to mitigate potential damage of dead trees falling on homes, roads (blocking access to first responders and egress of residence), and reduce the impacts of a wildland fire. This will be accomplished by removing dead and dying trees along local (not county maintained) roads and within 300 feet of 88 habitable structures. Project activities will include the falling of dead and dying trees and disposal of logs and slash.

In the spring of 2016 the County removed dead trees along the right of way of County maintained roads in this project area; funding was made available through an SRA grant and general fund dollars. The County has received California Disaster Assistance Act funding (CDAA) to extend the right of way clearance to 200 feet from the centerline. CAL FIRE and the USFS have fuels breaks in progress adjacent to these communities and PG&E has been removing trees along power lines. Oak to Timberline Fire Safe Council, under a 2015-16 SRA Fee Grant, has been removing trees along feeder roads that are not County maintained adjacent to this project. Oak to Timberline Fire Safe Council is also submitting applications for funding to continue tree removal adjacent to this project. This project will provide a direct community and landscape benefit by extending and enhancing these existing projects.

The County of Fresno has contracts in place with 8 Registered Professional Foresters and is in the process of contracting with at least 19 Licensed Timber Operators. Registered Professional Foresters will identify and mark dead and dying trees for removal that are greater than 10" DBH and 20 feet tall within 300 feet of habitable structures and serviceable roads that pose a threat. Licensed Timber Operators will be contracted to complete the felling, clean up and disposal of the slash and logs. Locally, the material can be utilized by sawmills, co-generation plants and as mulch. It is a goal of this project that the material be utilized in a beneficial manner as to not waste the renewable resource.

B. Relationship to Strategic Plans Response

This tree removal project is consistent with the goals and objectives of the Fresno County Tree Mortality Plan, the Fresno Kings Unit Fire Plan and the California Strategic plan. This project will 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. Any fire in this area will impact Federal lands as well as private. This project is also in line with the National Cohesive Wildland Fire Management strategies which addresses wildland fire management across all lands in the United States. Specifically by meeting Goals 2 and 3: creating more fire-adapted communities that can withstand a wildfire without loss of life and property, and maximizing safe and effective wildfire response.

C. Degree of Risk Response

This project is within the designated high hazard severity zone and has been identified as a Tree Mortality Tier One high hazard zone since 2015. 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 2 years ago increasing the likelihood of these trees falling at anytime. This project is at the lower elevation of the mortality where the landscape fuels transition from brush and grass to timber. The fuel breaks in the area are in this transition zone adjacent to these communities creating a buffer to the structures. Any fire in the area has the immediate potential to impact the structures in the project area.

D. Community Support Response

At a minimum, Fresno County will contribute staff time to the application and grant management requirements. It is anticipated that some coordination for contractors for the identification and removal of dead and dying trees will also be contributed to the project. Maintenance of the project will continue after the grant period has ended and will relay on home owners maintaining a cleared landscape. 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, Cal Trans, Fresno County Sheriff, Fresno County Ag, CAL FIRE, Fresno County OES, Fresno County Public Works & Planning, Oak to Timberline Fire Safe Council, 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 in progress fuel breaks adjacent to these communities. The larger landscape fuel breaks will be constructed by CAL FIRE, USFS and the Oak to Timberline 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 180 and 245 which traverse through this project area.

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

E. Project Implementation Response

The County of Fresno has contracts in place with 8 Registered Professional Foresters and is in the process of contracting with at least 19 Licensed Timber Operators. The County submitted 18 applications for funding and will finish prioritizing all funded projects upon approval. Should this application be approved, the County anticipates this project will be completed no later than June 30, 2018. The County is prepared to commence multiple projects at one time to remove as many trees as possible in the shortest amount of time. The County will place two separate sets of time-lines and milestones on this project. The first time-line and milestone will be placed on the County Project Manager assigned to oversee the grant requirements and contracted services for tree removal. The second time-line and milestone will be assigned to the Licensed Timber Operators and will include the number of trees to be removed by certain deadlines; and project progress deadlines at 25%, 50%, 75% and 100% completion.

Within 1-2 months of grant award, the County will have the right of way / homeowners permission to enter their property. Within 3-6 months from grant award, dead and dying trees will be identified and environmental documentation will be completed. Within 7-16 months from award, trees, slash, and logs will be removed. Within 16-18 months, final grant closeout will be completed.

F. Administration Response

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.

The County was also awarded CDAA grant funds from CalOES to continue removing dead and dying trees around infrastructure. County staff gained additional experience in tree mortality type grant management through the application process, bidding and contracting for services, and preparation for invoicing.

County OES staff have a combined 15 years of grant management experience covering several different grant funding sources. County OES staff will track project expenses and maintain project records in a manner that allows for a full audit trail.

G. Budget Response

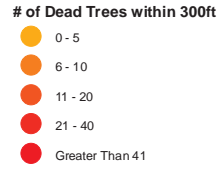
Grant funds will be primarily utilized to contract with Licensed Timber Operators. Where necessary, funds will also be utilized to contract with Registered Professional Foresters for their expertise. The County does not anticipate the need to purchase equipment. The County will gain additional experience contracting with Licensed Timber Operators and become more familiar with their rates prior to the awarding of FY 2016-17 SRA grant funds. The County's goal is to remove as many dead and dying trees as possible with limited funding and will assure costs are reasonable.

Project Budget

Project Name: Zone 9 - Upper Millwood 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	20	Hours	\$ 65	0%	100%	0%	\$ -	\$ 1,300	\$ -	\$ 1,300
		0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
Sub-Total Salaries and Wages:								\$ -	\$ 1,300	\$ -	\$ 1,300
B. Employee Benefits											
		0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
Sub-Total Employee Benefits:								\$ -	\$ -	\$ -	\$ -
C. Contractual											
	Registered Professional Forester	138	Hours	\$ 78	100%	0%	0%	\$ 10,764	\$ -	\$ -	\$ 10,764
	Licensed Timber Operator	18	Days	\$ 9,300	100%	0%	0%	\$ 167,400	\$ -	\$ -	\$ 167,400
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Acres	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Miles	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
Sub-Total Contractual:								\$ 178,164	\$ -	\$ -	\$ 178,164
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											
	toner	1	Each	\$ 407	100%	0%	0%	\$ 407	\$ -	\$ -	\$ 407
		0	Each	\$ 1	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
Sub-Total Supplies:								\$ 407	\$ -	\$ -	\$ 407
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											
			Daily		100%	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								\$ 178,571	\$ 1,300	\$ -	\$ 179,871
Indirect Costs							12%	\$ 21,429			\$ 21,429
Total Project Costs								\$ 200,000	\$ 1,300	\$ -	\$ 201,300
Less Program Income								\$ -			\$ -
Total Grant Proposed Costs								\$ 200,000	\$ 1,300	\$ -	\$ 201,300

Tree Mortality Zone 9 - Upper Millwood 4,271 Acres
Fire Hazard Severity Zone (Very High) 2,328 Acres
Fire Hazard Severity Zone (High) 1,299 Acres
Fire Hazard Severity Zone (Moderate) 644 Acres



Legend

- Tree Mortality Zone
- Fire Hazard Severity Zone - Very High
- Fire Hazard Severity Zone - High
- Fire Hazard Severity Zone - Moderate
- Fuel Break
- Fuel Break - Forest Service
- Fuel Break Retreated 2016
- Road Hazard Removal Completed
- Road Hazard Removal In Progress
- Proposed Project
- DPA
- FRA
- SRA
- Powerline

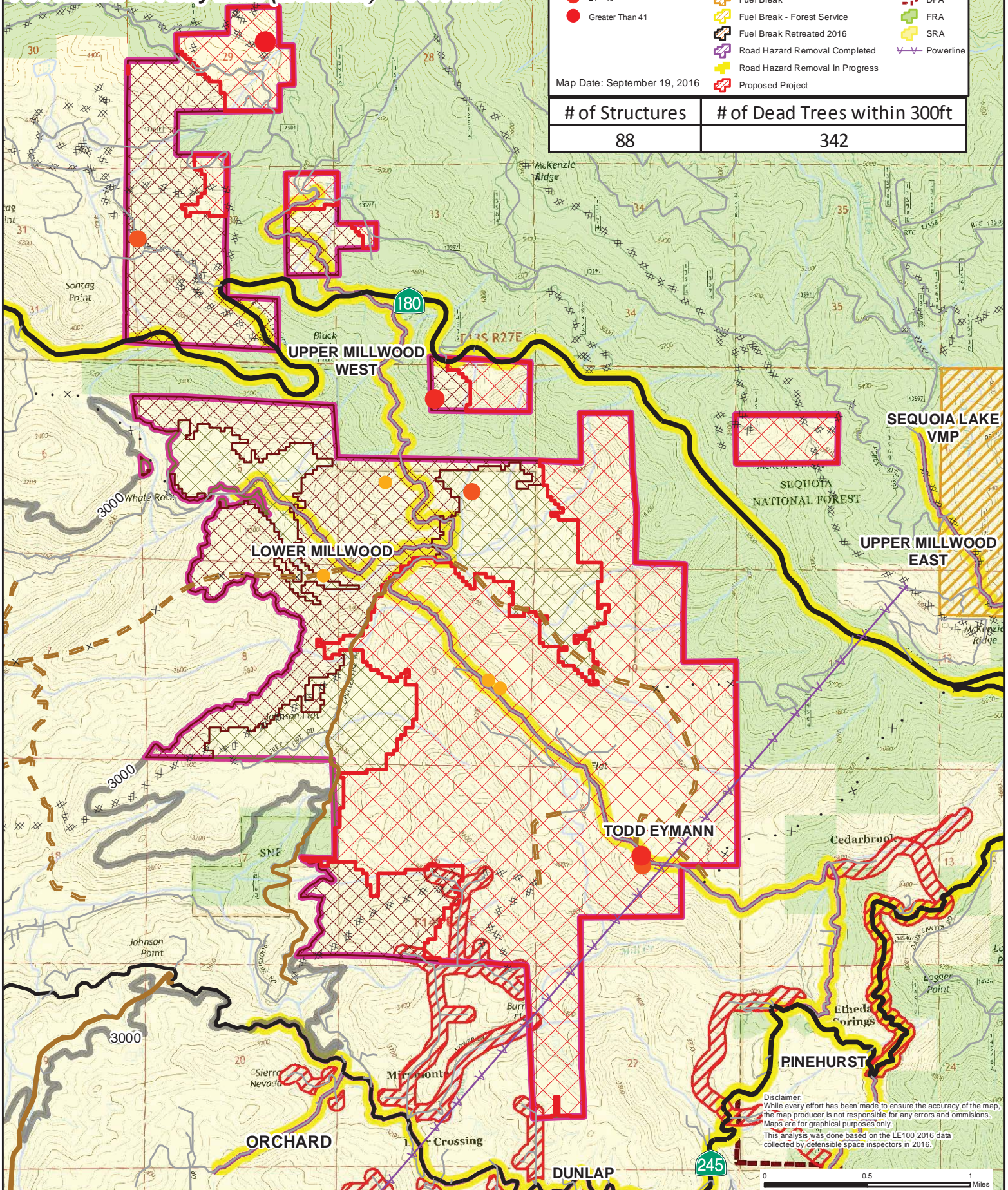
Map Date: September 19, 2016

of Structures

88

of Dead Trees within 300ft

342



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.
 This analysis was done based on the LE100 2016 data collected by defensible space inspectors in 2016.

0 0.5 1 Miles