

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 Five Hundred Fifty Thousand Thirty Two Dollars (**\$550,032.00**).
3. In addition to the terms and conditions of this Agreement, the STATE and GRANTEE agree that the terms and conditions contained in the documents set forth below are hereby incorporated and made part of this agreement.
 - a. Department of Forestry and Fire Protection (CAL FIRE) Fire Prevention Grant Program Procedural Guide 2017-2018
 - b. The submitted Application, Scope of Work, Budget Detail, GHG Emissions Reduction Methodology and Exhibits
 - c. Addendum for Greenhouse Gas Reduction Fund (GGRF) Grant Projects

II. SPECIAL PROVISIONS

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

III. GENERAL PROVISIONS

1. Definitions

- a. The term "Agreement" means grant agreement number **5GG17139**.
- 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-Kings Unit	Section/Unit:
Attention: Marc Bontrager	Attention: Adan Ortiz
Mailing Address: 210 S. Academy Sanger, CA 93657	Mailing Address: 1221 Fulton Street, 3rd Floor Fresno, CA 93721
Phone Number: (559) 281-4324	Phone Number: 559-600-4064
Email Address: Marc.Bontrager@fire.ca.gov	Email Address: AOrtiz@fresnocountyca.gov

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

3. Project Execution

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

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

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

4. Project Costs and Payment Documentation

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

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

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

California Department of Forestry & Fire Protection
Attention: Marc Bontrager
210 S. Academy
Sanger, CA 93657
- i. Notwithstanding any of the provisions stated within this Agreement, the STATE may at its discretion make advance payment from the grant awarded to the GRANTEE if GRANTEE is a nonprofit organization, a local agency, a special district, a private forest landowner or a Native American tribe. Advance payment made by the STATE shall be subject to the following provisions.
 - GRANTEE shall submit a written request identifying how funds will be used over a six-month period. The written request must be accompanied by an invoice that contains the same level of detail as a regular invoice.
 - GRANTEE shall file an accountability report with STATE four months from the date of receiving the funds and every four months thereafter.

- Multiple advance payments may be made to a GRANTEE over the life of a project.
- No single advance payment shall exceed 25% of the total grant amount and must be spent on eligible costs within six months of the advance payment request. GRANTEE may request additional time to spend advance funds but must be approved in writing by the STATE. The balance of unspent advance payment funds not liquidated within the six-month spending period will be billed for the return of advanced funds to the STATE.
- All work under a previous advance payment must be fully liquidated via an invoice and supporting documentation and completed to the STATE's satisfaction before another advance payment will be made.
- Any advance payment received by a GRANTEE and not used for project eligible costs shall be returned to CAL FIRE. The amount will be returned to the grant balance.
- Advance payments must be deposited into an interest-bearing account. Any interest earned on advance payment funds must be accounted for and used toward offsetting the project cost or returned to the STATE.

5. Budget Contingency Clause

- a. If STATE funding for any fiscal year is reduced or deleted for purposes of the California Climate Investment Fire Prevention Program, the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or if possible and desirable, offer an Agreement amendment to GRANTEE to reflect the reduced amount available for the Project.

6. Project Administration

- a. GRANTEE shall provide the STATE a written report showing total final Project expenditures and matching funds upon Project completion or grant expiration, whichever occurs first. GRANTEE must report to the STATE all sources of other funds for the Project. If this provision is deemed to be violated, the STATE will request an audit of GRANTEE and can delay the disbursement of funds until the matter is resolved.
- b. GRANTEE shall promptly submit written Project reports as the STATE may request throughout the term of this Agreement.
- c. GRANTEE shall submit a final accomplishment report, final invoice with associated supporting documentation, and copies of materials developed

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

7. Financial Records

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

8. Project Termination

- a. This Agreement may be terminated by the STATE or GRANTEE upon 30-days written notice to the other party.
- b. If either party terminates the Agreement prior to the completion of the Project, GRANTEE shall take all reasonable measures to prevent further costs to the STATE under the Agreement and the STATE shall be responsible for any reasonable and non-cancelable obligations incurred by GRANTEE in the performance of this Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.
- c. Failure by GRANTEE to comply with the terms of this Agreement may be cause for suspension of all obligations of the STATE hereunder at the discretion of the STATE.

- d. Failure of GRANTEE to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of the STATE hereunder if in the judgment of the STATE such failure was due to no fault of GRANTEE. At the discretion of the STATE, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
- e. Final payment to GRANTEE may not be made until the STATE determines the Project conforms substantially to this Agreement.

9. Hold Harmless

- a. GRANTEE shall defend, indemnify and hold the STATE, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of GRANTEE, its officers, agents, or employees. The duty of GRANTEE to indemnify and hold harmless includes the duty to defend as set forth in Civil Code Section 2778. This Agreement supersedes GRANTEE's right as a public entity to indemnity (see Government Code Section 895.2) and contribution (see Government Code Section 895.6) as set forth in Government Code Section 895.4.
- b. GRANTEE waives any and all rights to any type of express or implied indemnity or right of contribution from the STATE, its officers, agents, or employees for any liability resulting from, growing out of, or in any way connected with or incident to this Agreement.
- c. Nothing in this Agreement is intended to create in the public or in any member of it rights as a third-party beneficiary under this Agreement.

10. Tort Claims

FEDERAL:

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

STATE:

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

11. Nondiscrimination

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

12. Incorporation

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

13. Severability

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

14. Waiver

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

15. Assignment

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

ADDENDUM – CALIFORNIA CLIMATE INVESTMENTS (CCI) GRANT PROJECTS

I. SPECIAL PROVISIONS

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

II. MONITORING AND REPORTING REQUIREMENTS

All funds expended through CCI are subject to emissions reporting and requirements. Grantee is expected to provide the appropriate materials for completing program quantification methodology. Grantee shall use the current reporting template provided by the STATE. The reporting shall be submitted to the STATE no less frequently than quarterly. In addition, STATE may request additional information in order to meet current CARB reporting requirements. The requirements are available on the CARB CCI Quantification, Benefits and Reporting Materials webpage: <https://ww2.arb.ca.gov/resources/documents/cqi-quantification-benefits-and-reporting-materials>.

III. PROGRAM ACKNOWLEDGEMENT/RECOGNITION

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

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

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

Guidance on California Climate Investments logo usage, signage guidelines, and high-resolution files are contained in a style guide available at:

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

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

“The 180 Corridor Dead & Dying Tree Removal and Disposal Project is part of California Climate Investments, a statewide program that puts billions of Cap-and-Trade dollars to work reducing GHG emissions, strengthening the economy, and improving public health and the environment— particularly in disadvantaged communities. The Cap-and-Trade program also creates a financial incentive for industries to invest in clean technologies and develop innovative ways to reduce pollution. California Climate Investments projects include affordable housing, renewable energy, public transportation, zero-emission vehicles, environmental restoration, more sustainable agriculture, recycling, and much more. At least 35 percent of these investments are located within and benefiting residents of disadvantaged communities, low-income communities, and low-income households across California. For more information, visit the California Climate Investments website at: www.caclimateinvestments.ca.gov.”



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



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

1. Project Tracking #: CalMapper ID:

Project Name/Title:

County: CAL FIRE Unit/Contract County:

Please use this 3-letter Unit identifier for file naming (see questions 6 & 17)

2. Organization Type: If Other, please specify:

If Non-Profit, are you a registered 501(c)(3)? **Fire Protection Provider:**

3. Sponsoring Organization:

Project Manager Title:

First Name: Last Name:

Address 1:

Address 2:

City: State: Zip Code:

Phone Number: Secondary Phone Number:

Email Address: Fax Number:

4. For which primary activity is funding being requested?

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

Project Start Date: Project Completion Date:

Tracking #: 17-FP-FKU-2029

Project Name: 180 Corridor Dead & Dying Tree Removal and Disposal

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

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

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 WUI for the general area covered by the project.

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

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

7. Project Area Statistics:

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

	LRA	FRA	SRA
Habitable Dwellings (# of dwellings):	<input type="text"/>	<input type="text"/>	<input type="text" value="369"/>
Project Area (acres):	<input type="text"/>	<input type="text"/>	<input type="text" value="9,475"/>
Fuels Treatment Area (acres):	<input type="text"/>	<input type="text"/>	<input type="text" value="1,500"/>

8. SRA Fire Hazard Severity Zones (FHSZ):

What SRA Fire Hazard Severity Zones (FHSZ) are in the project area? SRA Fire Hazard Severity Zone ratings are available at: 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"/>	<input type="text" value="47"/> %
High	<input type="text"/>	<input type="text" value="18"/> %
Moderate	<input type="text"/>	<input type="text" value="35"/> %
Non SRA (Federal or Local Area)	<input type="text"/>	<input type="text"/> %
TOTAL		100 %

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

Tracking #: 17-FP-FKU-2029

Project Name: 180 Corridor Dead & Dying Tree Removal and Disposal

9. Limiting Factors:

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

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

10. Timber Harvest Plans:

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

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

THP ID Number:

11. Communities 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

☒ Yes

☐ No

If yes, what is the name of the community(ies)? If none, enter "none".

Millwood, Pinehurst, Etheda Springs, Cedarbrook, Dunlap, Miramonte, Deer Crossing and Squaw Valley.

Number of Community(ies) at Risk:

8

12. Disadvantaged/Low Income Community(ies):

Does the project contain a Disadvantaged and/or Low Income Community?

See <https://www.arb.ca.gov/cc/capandtrade/auctionproceeds/communityinvestments.htm>

☐ Yes ☒ No

If yes, select all that applies:

☐ Disadvantaged

☐ Low Income

☐ Both

☐ Buffer Zone

13. Describe how your proposal would reduce the total amount of wildfire (and thereby reduce wildfire emissions) around communities, homes, infrastructure, and other highly valued resources. Please focus on GHG benefits. (limited to space provided):

The proposal will make the above areas more resilient to a wildfire, create a healthier forest landscape, and will allow for faster reforestation. The County has allowed a chipping operation to process material that is utilized as biomass.

14. Project Budget:

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

Budget Item

Amount

Grant Portion of project (\$)

\$550,032.00

Equipment Purchases (\$)

Partners (\$)

Total Project Budget (\$)

550,032

15. Local Wildland Fire Risk Reduction Plans:

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

☒ CAL FIRE Unit Strategic Fire Plan

☐ Homeowners' Association Plan

☒ Fire Safe Council Action Plan

☐ County Fire Department Strategic Fire Plan

☐ Local Fire Department Plan

☐ FIREWISE Community Assessment

☐ Other Local Plan (Identify in Scope of Work)

☐ Local Hazard Mitigation Plan

☒ Community Wildfire Protection Plan

Tracking #: 17-FP-FKU-2029

Project Name: 180 Corridor Dead & Dying Tree Removal and Disposal

16. CEQA Compliance:

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

Please indicate the CEQA document type:

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

Document Identification Number

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.

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)	<input type="text" value="17-FP-UUU-2029-Application.pdf"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Scope of Work	<input type="text" value="17-FP-UUU-2029-SOW.doc"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Project Budget	<input type="text" value="17-FP-UUU-2029-Budget.xls"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Project Map (.pdf)	<input type="text" value="17-FP-UUU-2029-MAP.pdf"/>
<input type="checkbox"/>	<input type="checkbox"/>	Articles of Incorporation (.pdf)	<input type="text" value="17-FP-UUU-XXXX-AOI.pdf"/>

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


Original Signature Required: Grantee's Authorized Representative

6/4/18

Date Signed

Printed Name

Title

Executed on:

Date

at

City

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 "Fire Prevention Program Project Application" in the E-mail subject line and include yourself as a cc. Your CC will be proof of your submittal. In addition, submit one (1) hard copy with signatures and all supporting materials to : **California Department of Forestry and Fire Protection, Attention: Grants Management Unit - Fire Prevention Program, P.O. Box 944246, Sacramento, CA 94244-2460**. Hard copy will need to be postmarked no later than **June 6, 2018**. Electronic copy must be submitted no later than **June 6, 2018 at 3:00 pm PST**. Applications postmarked after this date and time will be considered late.

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

Tracking #: 17-FP-FKU-2029

Project Name: 180 Corridor Dead & Dying Tree Removal and Disposal



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



Project Name: 180 Corridor Dead & Dying Tree Removal and Disposal

Project Tracking Number: 17-FP-FKU-2029

Project Description Summary: Please provide a paragraph summarizing proposed project including the location, habitable structures, acres treated, 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 369 habitable structures. Primary focus will be placed on removal and disposal of dead and dying trees around structures and drivable roads in and around the communities of Millwood, Pinehurst, Etheda Springs, Cedarbrook, Dunlap, Miramonte, Deer Crossing and Squaw Valley covering 9,475 acres as illustrated on the attached map. This project will also provide cleanup work to residents that felled their own trees but do not have the means for disposal. Approximately 2,233 dead and dying trees and 50,000 cubic yards of cleanup material has been identified for removal in this area. This project will provide these communities with a reduced risk of hazard trees impacting habitable structures, safer ingress and egress routes along local roads, and less fuel loads within communities. County maintained roads are being treated with California Disaster Assistant Act (CDAA) funds by the County. As indicated on the map, there are several fuel breaks adjacent to the project and PG&E continues to remove trees along power lines in these communities.

A. Scope of Work

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

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

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

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

The County was awarded FY 2016-17 SRA grants for this location in early 2017. Priority funding was given to dead and dying tree removal projects that posed a threat to habitable structures and roads while distributing funds as much as possible throughout the area. Minimal funding remained to remove fuel loads on the ground due to homeowners felling their own trees but not having the means to dispose of them. The County is currently tracking areas with vast amounts of logs and slash that need to be cleaned up. The County will have spent all of the SRA funds in this location while only securing approximately 50% of the right of entry permits that were mailed out. Property owners are still signing and returning Right of Entry Permits where the County intended to do removal work but funds are no longer available. The project will cover 9,475 acres in the South East portion of the County of Fresno and may treat up to 369 habitable structures within the communities of Millwood, Pinehurst, Etheda Springs, Cedarbrook, Dunlap, Miramonte, Deer Crossing and Squaw Valley.

The County has signed right of entry forms/permission from several property owners and 100% environmental clearance within this area. Within 1-2 months of grant award, the County will have additional signed right of entry forms to enter private property. Within 3-6 months from grant award, dead and dying trees will be identified, a LTO(s) will be selected, and trees, slash, and logs will begin to be removed and disposed. Time is of the essence for the County. The County's goal is to have the project completed within 24 months from award.

Projects over the last two years have been targeted at ingress and egress, infrastructure protection and community protection in Fresno County. This project will remove dead and dying trees and the associated slash from the communities and provide egress for the citizens and access for fire equipment. Prior to the tree mortality, the trees were not a ground fuel that was immediately available to burn, however, now that these trees have died, are falling, and will continue to fall, will increase the ground fuel loading from approximately 50 tons per acre to over 1,500 tons per acre. The added fuel loading will only increase the impacts of fire on these communities unless removed. This project also supports the broader scale planned projects for community fuel breaks surrounding these communities. CAL FIRE and the local Fire Safe Council will start these fuel breaks in the spring of 2019 and having access to the fuel breaks by clearing the roads and around structures will create a safer community. Expanding defensible space and clearing around manmade assets will make these areas more resistant to the impacts of fire. The proposed hazardous fuel reduction will also provide enhanced protection to water supplies, utility lines, communication facilities and community centers.

The LTOs currently working with the County have a good working relationship with Rio Bravo, Fresno, a biomass-fired electrical generating facility. The County's bidding guidelines require the LTOs to dispose of material. The LTOs have been collaborating with Rio Bravo to reduce greenhouse gas emissions.

B. Relationship to Strategic Plans

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

This tree removal project is consistent with the goals and objectives of the Fresno County Tree Mortality Plan, 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. Fires in this area will impact both Federal and private lands. This project is also in line with the National Cohesive Wildland Fire Management strategies which address wildland fire management across all lands in the United States.

C. Degree of Risk

1. Discuss the location of the project in relation to areas of moderate, high, or very high fire hazard severity zone as identified by the latest Fire and Resource Assessment Program maps. Fire hazard severity zone maps by county can be accessed at: http://www.fire.ca.gov/fire_prevention/fire_prevention_wildland_zones_maps.php
2. Describe the geographic proximity of the project to structures at risk to damage from wildfire in the WUI.

This project is situated within the designated very high hazard, high hazard, and moderate severity zones. Approximately 4,441 acres (47%) of the project is within a very high hazard severity zone, 1,655 (18%) within a high hazard severity zone, and 3,379 (35%) within a moderate severity zone. Fresno County has experienced catastrophic tree mortality with many areas showing 100% mortality. This project is in an area with 80-100% tree mortality and many of the trees have died over 4 years ago increasing the likelihood of these trees falling at any time.

This project will treat approximately 369 habitable structures at risk to damage from wildfire in the WUI.

D. Community Support

1. Does the project include any matching funds from other funding sources or any in-kind contributions that are expected to extend the impact of the proposed project?
2. Describe plans for external communications during the life of the project to keep the effected community informed about the goals, objectives and progress of the project. Activities such as planned press releases, project signage, community meetings, and field tours are encouraged.

3. Describe any plans to maintain the project after the grant period has ended.
4. Does the proposed project work with other organizations or agencies to address fire hazard reduction at the landscape level?

It should be noted that the County has contributed 1.0 Full time equivalent TE (FTE) to the County's Tree Mortality Program. The County is prepared to continue contributing 1.0 FTE to fulfill the Program's mission. This contribution has allowed for grant administration, bidding of contractors, assessment and prioritization of projects, coordination, and one point of contact with partner agencies. Maintenance of the project will continue after the grant period has ended and will rely on 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 public meetings and status updates on the County's website.

E. Project Implementation

1. Discuss the anticipated timeline for the project. Make sure to take seasonal restrictions into account.
2. Verify the expected timeframes to complete the project will fall under the March 15, 2022 deadline.
3. Describe the milestones that will be used to measure the progress of the project.
4. Describe measurable outcomes (i.e. project deliverables) that will be used to measure the project's success.
5. If applicable, how will the requirements of the California Environmental Quality Act (CEQA) be met?

The County of Fresno has contracts in place with 17 Registered Professional Foresters and 26 Licensed Timber Operators (LTO). The County submitted 2 applications for consideration and is committed to commence work simultaneously on both sides of the County if awarded. Should this application be approved, the County anticipates this project will be completed no later than March 15, 2022. 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 LTOs and will include the number of trees to be removed by certain deadlines; and project progress deadlines at 25%, 50%, 75% and 100% completion.

The County has signed right of entry forms/permission from several property owners and 100% environmental clearance within this area. Within 1-2 months of grant award, the County will have additional signed right of entry forms to enter private property. Within 3-6 months from grant award, dead and dying trees will be identified, a LTO(s) will be selected, and trees, slash, and logs will begin to be removed and disposed. Time is of the essence for the County. The County's goal is to have the project completed within 24 months from award.

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.

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 May 25, 2018, 10 of these projects have been completed.

The County was also awarded CDAA 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 17 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

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.

This application solicitation is for \$550,032. Grant funds will be primarily utilized to contract with Licensed Timber Operators, which are required to provide their own traffic control, fell, remove, and dispose of material. Funds will also be utilized to contract with Registered Professional Foresters for their expertise in assessing and marking trees and cleanup sites. The County does not anticipate the need to purchase equipment. The County has gained additional experience contracting with Licensed Timber Operators and has become more familiar with market rates and trends. The County does not anticipate costs that are higher than usual; however, bids for projects where trees are within 10 feet of a home have traditionally been higher. 12% Administration is being budgeted to allow the County to offset staff time not contributed towards the project. Staff time includes GIS services, procurement, right of entry permits, site visits, traffic control review, and assessments. The County's goal is to remove as many dead and dying trees and cleanup sites that pose a threat to the public and to lower Greenhouse Gas emissions.

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?

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

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

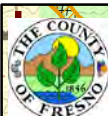
The proposal will reduce the wildfire emissions around the Millwood, Pinehurst, Etheda Springs, Cedarbrook, Dunlap, Miramonte, Deer Crossing and Squaw Valley communities, and infrastructure. The proposal will also make the above areas more resilient to a wildfire, create a healthier forest landscape,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

By clearing the immediate fuels that can exacerbate a wildfire, the County will have lowered Greenhouse Gas emissions. County staff is willing and available to calculate project emissions with CalFIRE. Maintaining lower emissions after the grant funds are expended will be accomplished through education and brokering of disposal options for the public. The County has a good working relationship with Rio Bravo, Fresno. The County will notify Rio Bravo of available biomass and can coordinate for its pickup.

Project Budget

Project Name: 180 Corridor Dead & Dying Tree Removal and Disposal

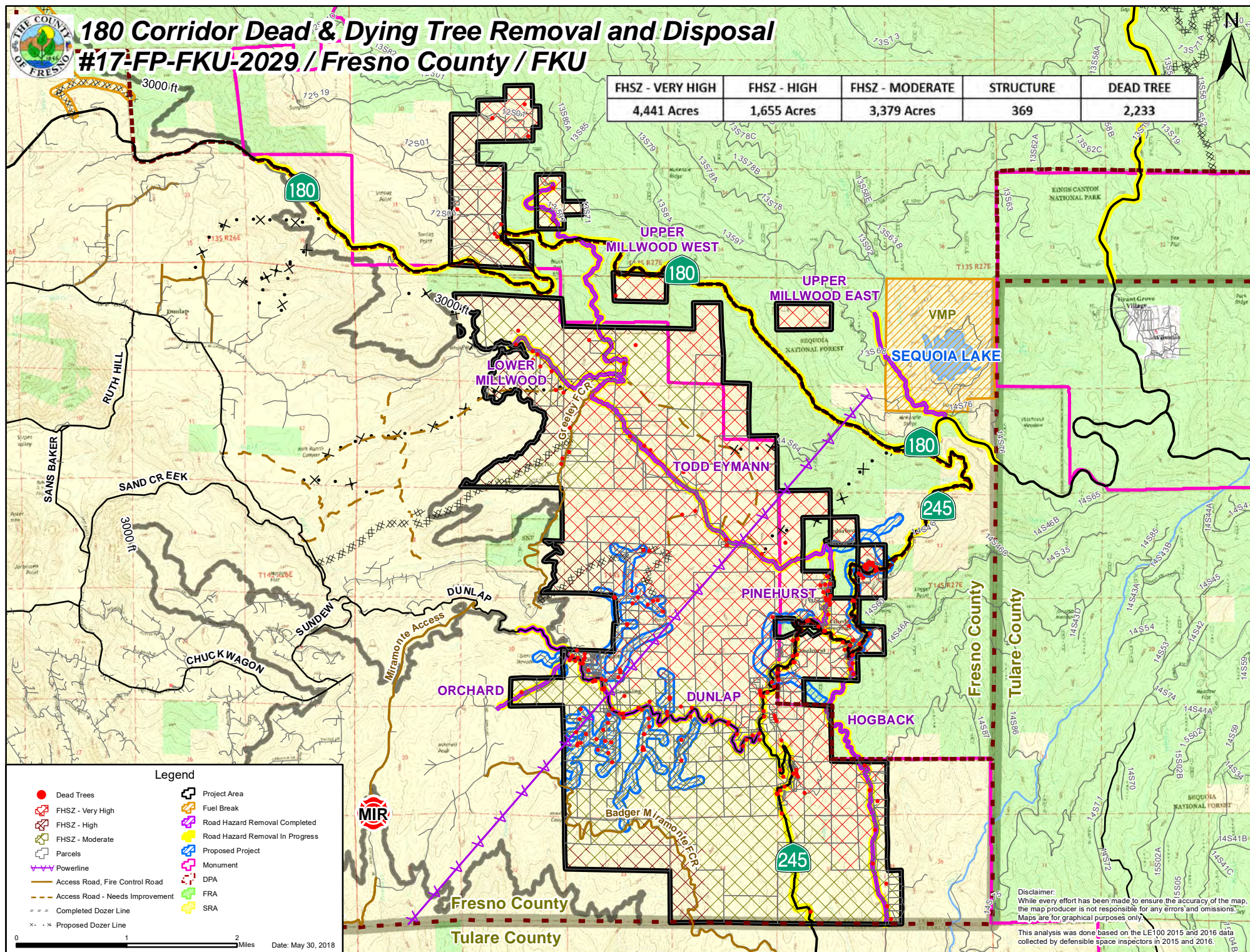
Budget Category	Item Description	Cost Basis			Cost Share (%)			Funding Source (\$)			Total (\$)
		Quantity	Units	Cost/Unit	Grant	Grantee	Partner	Grant	Grantee	Partner(s)	
A. Salaries and Wages											
	Staff Analyst - Grant Mgt	750	Hours	\$ 35	0%	100%	0%	\$ -	\$ 26,250	\$ -	\$ 26,250
		0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
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		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
Sub-Total Salaries and Wages:							\$ -	\$ 26,250	\$ -	\$ 26,250	
B. Employee Benefits											
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		0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
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		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
Sub-Total Employee Benefits:							\$ -	\$ -	\$ -	\$ -	
C. Contractual											
	Registered Professional Forester	401	Hours	\$ 100	100%	0%	0%	\$ 40,100	\$ -	\$ -	\$ 40,100
	Licensed Timber Operator	1	Contract	\$ 451,000	100%	0%	0%	\$ 451,000	\$ -	\$ -	\$ 451,000
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Acres	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Miles	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
Sub-Total Contractual:							\$ 491,100	\$ -	\$ -	\$ 491,100	
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											
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		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
Sub-Total Supplies:							\$ -	\$ -	\$ -	\$ -	
F. Equipment											
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Sub-Total Equipment:							\$ -	\$ -	\$ -	\$ -	
G. Other Costs											
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		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
Sub-Total Other Costs							\$ -	\$ -	\$ -	\$ -	
Total Direct Costs								\$ 491,100	\$ 26,250	\$ -	\$ 517,350
Indirect Costs (Exclude Equipment)							12%	\$ 58,932		\$ 58,932	
Total Project Costs								\$ 550,032	\$ 26,250	\$ -	\$ 576,282
Less Program Income								\$ -			\$ -
Total Grant Proposed Costs								\$ 550,032	\$ 26,250	\$ -	\$ 576,282



180 Corridor Dead & Dying Tree Removal and Disposal

#17-FP-FKU-2029 / Fresno County / FKU

FHSZ - VERY HIGH	FHSZ - HIGH	FHSZ - MODERATE	STRUCTURE	DEAD TREE
4,441 Acres	1,655 Acres	3,379 Acres	369	2,233



California Department of Forestry and Fire Protection (CAL FIRE)

Name/No.: 180 Corridor Dead & Dying Tree Removal and Disposal Grant Agreement
(No. 5GG17139)

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