

**PLACER COUNTY RESOURCE CONSERVATION DISTRICT  
REQUEST FOR PROPOSALS FOR the PLACER COUNTY COORDINATED FUEL BREAK, PHASE III**

RELEASE DATE: September 6, 2022

CLOSING DATE: Proposals must be received by 4:00 PM on September 22, 2022

PROJECT TITLE: Placer County Coordinated Fuel Break, Phase

CONTACT PERSONS: Allison Erny, Forestry Project Manager/RPF  
[allison@placerrcd.org](mailto:allison@placerrcd.org)

Placer County Resource Conservation District  
281 Nevada Street  
Auburn, CA 95603  
(p) 530-390-6680

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**I. SUMMARY**

The Placer Resource Conservation District (RCD) is seeking proposals from qualified and experienced contractors to provide all labor, materials, and equipment necessary for fuels reduction, hazard tree removal, and herbicide application for the Placer County Coordinated Fuel Break Project, Phase III, in Applegate, CA (the "Project"). The Placer County Coordinated Fuel Break Project is a Cal FIRE funded fuels reduction project to protect rural Placer County communities from the effects of catastrophic wildfire.

The maps, scope of work, and specifications included in this solicitation were prepared by the RCD and are the basis for performance of the Project and for the purpose of establishing a cost proposal. This document conveys the scope and nature of the Project, including descriptions of environmental protection requirements.

**Proposals must be received by 4:00pm on September 22, 2022**, in accordance with the instructions contained herein. Late proposals will not be considered.

**Total Project cost shall not exceed \$243,497.**

This is not a sealed bid or low bid process. The RCD intends to make an award(s) using the evaluation criteria listed in the specifications to determine the proposal with the best value for the RCD. Proposal information and documents are available on the RCD website: [www.placerrcd.org](http://www.placerrcd.org)

For purposes of this RFP, "District" or "RCD" refers to the Placer County Resource Conservation District, "Contractor" refers to the submitter of the proposal, and "Project Manager" refers to RCD's Conservation Project Manager, Allison Erny, or other designated RCD employee.

**II. PROPOSAL INSTRUCTIONS**

**A. RFP Schedule**

Release of RFP	9/6/22
Pre-Proposal Field Meeting	9/13/22
Final RFP Questions Due	9/16/22
Pre-Proposal Question Responses Posted	9/20/22
Proposal Due Date	9/22/22
Contract Award	No later than 9/30/22

**B. Questions**

Questions regarding the RFP shall be submitted by email or in writing to the Project Manager at the following address:

Placer Resource Conservation District  
Attn: Allison Erny  
281 Nevada Street  
Auburn, CA 95603  
[allison@placerrcd.org](mailto:allison@placerrcd.org)

Questions shall be submitted no later than 4:00 p.m. local time on September 16, 2022. Question

responses will be posted on the RCD website ([placerrcd.org/news/rfp/](http://placerrcd.org/news/rfp/)) no later than September 20, 2022. Responses will also address those questions posed during the field visit.

### C. Field Meeting

The RCD will conduct a **mandatory field tour** on September 13, 2022 at 9:00 a.m. All interested parties are requested to R.S.V.P to Allison Erny by email at [allison@placerrcd.org](mailto:allison@placerrcd.org). Attendees will meet at 9 am at the Jesuit Retreat Center at 1001 Boole Road in Applegate, CA.

### D. Proposal Submission

Proposals may be submitted through one of the following means:

1. Electronically: Must be received via email to Allison Erny ([allison@placerrcd.org](mailto:allison@placerrcd.org)) no later than 4:00 p.m., local time, on September 22, 2022. Please cc yourself as verification of submittal.
2. By hardcopy: One hard copy must be received no later than 4:00 p.m. by September 22, 2022 at the RCD office at 281 Nevada Street, Auburn CA, 95603. Please contact the Project Manager, Allison Erny, if you plan to drop off your proposal at the office.

Proposals received after the submission deadline will not be accepted and will be returned unopened. Any changes to this RFP are invalid unless specifically modified by the RCD and issued as a separate addendum document. Should there be any question as to changes to the content of this document, the RCD's copy shall prevail.

### E. Proposal Format

The proposals must be in an 8 ½ X 11 format and may be no more than a total of ten (10) pages, single-sided. NOTE: A single sheet cover letter, dividers, any attachments included in this RFP which are required to be submitted with the proposal, cost proposal, insurance, licensing documents, and Addenda acknowledgments do NOT count toward the ten (10) page limit. Proposals that do not furnish information organized according to the format or do not include the content specified in this RFP may be rejected.

### F. Required Proposal Content

**Cost Proposal:** The Cost Proposal (attached as Exhibit B) will be submitted with **hourly rates** for project work based upon the best available information at the time of advertisement of the RFP. The total award amount shall be **\$243,497.00**. Proposers must acknowledge and affirmatively indicate that they can provide such services within this amount. Cost proposals shall include hourly rates for the following services:

- Sawyer/chipper crew member and foreman (if different)
- Spray crew member and foreman
- Tracked chipper
- Tracked chipper operator
- Tow-behind chipper (optional)
- Additional hourly rates as Contractor deems necessary

Hourly rates may be adjusted to account for inflation as agreed upon between Contractor and RCD. Hourly rates may also be subject to change according to changes in State legislation, including but not limited to

AB 1717 (pending). All prices shall include all necessary overhead and profit. Items not listed in the schedule of values such as preparation and submittal of necessary permits, profit, etc. shall be distributed throughout the respondent's unit process for the items listed.

**Approach, Staffing, Work Plan, Schedule:** Provide an overview of your understanding of the services to be provided and your approach to the work, including but not limited to equipment to be utilized, staffing requirement expectations, outside agency coordination required, and any other items the firm feels necessary to demonstrate the firm's proposed strategy to complete the project. The approach shall include the proposed work plan and schedule for accomplishing the work.

**Experience, Qualifications, and References:** Describe the firm's experience and qualifications related to fuels reduction work of similar scope and complexity. Provide contact information for at least two references who oversaw past projects with a similar scope of work. Photographs of other projects completed are helpful but not required.

**Insurance Certificates:** Provide copies of insurance certificates reflecting the requirements outlined in the Sample Agreement (Exhibit D).

**Licenses:**

- Provide proof of valid Placer County Business License. This license may be obtained after award of contract, but must be in hand prior to the start of work. Contact the Placer County Treasurer-Tax Collector's office at 530-889-4120 or at [taxcollector@placer.ca.gov](mailto:taxcollector@placer.ca.gov).
- Contractor must also provide a certificate of "active" status obtained from the CA Secretary of State website at <https://businesssearch.sos.ca.gov/>.
- Provide proof of current Qualified Applicator License (QAL).

**G. Evaluation Process**

The RCD board of directors will evaluate all proposals received for completeness and the proposer's ability to meet all specifications as outlined in this RFP. The following evaluation criteria and weight of importance shall be used in evaluating and selecting a Contractor(s). Cost proposal criteria points will be awarded on a relative scale as described below.

<b>Evaluation Criteria</b>	<b>Points</b>
Cost Proposal	25
Experience, Qualifications, and References	15
Approach, Staffing, Work Plan, and Schedule	10
Proof of Insurance	Y/N
Willingness to obtain Placer Co. Business License and proof of "Active" status with CA Secretary of State, proof of QAL license.	Y/N

**H. Award of Contract**

One or more contractor(s) will be selected to provide all services described in the Scope of Work. The RCD may reject any and all proposals and re-issue this RFP. The RCD may waive any minor irregularities or immaterial defects in a proposal. The RCD reserves the right to request additional written or oral information from proposers to obtain clarification on their proposals. All proposals become the property of the RCD. All costs associated with development of the proposal in response to the RFP shall be the sole responsibility of the proposers and shall not be charged in any manner to the RCD.

**The contract shall be awarded by September 30, 2022.** Contractor shall not begin work without express permission from the RCD. Work may begin immediately after contract award. Grant funds expire on March 31, 2026. This RFP is intended to cover regular fuels reduction and maintenance through March 31, 2026.

### **III. PROJECT BACKGROUND AND OBJECTIVES**

The Placer County Coordinated Fuel Break (PCCF) is located along the North Fork American River canyon rim east of Applegate, CA. The project covers approximately 326 acres, including 121 acres of existing shaded fuel break that was established in 2014 after the Applegate fire. The RCD obtained a grant to construct the PCCF in 2018, and has completed 113 acres of mastication, 162 acres of hand work and chipping/burning, 25 acres of grazing, and repeated herbicide application. This RFP will distribute funds from a secondary CAL FIRE grant obtained in 2022. Grant funding will be used to widen the fuel break in select locations and to conduct fuel break maintenance (herbicide, hand work, and hazard tree falling) throughout the project area.

The project covers a variety of vegetation types, including foothill pine/oak woodland, Douglas-fir/mixed conifer, chaparral, and oak woodland. Elevation within the project area ranges from 1,780 to 2,400 feet, and slopes range from 0-50%. The project objective is to create a shaded fuel break to be used by fire suppression resources during a wildfire for the protection of life and property within the Wildland-Urban interface. A thin-from-below tactic will be employed to remove ladder fuels to alter fire behavior from canopy fire to a more manageable surface fire.

### **IV. SCOPE OF WORK**

#### **A. PROJECT AREAS**

This RFP will cover work throughout the 326-acre project area as directed by the RCD. Treatments are generally mapped in Exhibit A, but locations may shift with project priorities. This RFP seeks a contractor who can be available as needed for hand work and herbicide application throughout the grant period, which ends on March 31, 2026. Timing of hand work is flexible, and herbicide application may be subject to seasonal restrictions described below. Contractor must work with RCD staff to schedule treatments as needed.

#### **B. TREATMENT PRESCRIPTIONS**

- i. **Hand Cutting.** Hand cutting shall be used to widen the fuel break in previously untreated areas (see map) and to remove additional small trees/brush in pre-treated areas as directed by the RCD Project Manager. The Project Manager will work with Contractor in the field to delineate areas for treatment. A general prescription is given below:
  - Brush and other understory fuels less than 10 inches DBH are eligible for removal.
  - Brush and trees less than 10 inches in DBH located within the dripline of an overstory tree shall be removed.
  - Brush and trees more than 10 inches in DBH shall generally be retained, unless otherwise specified on a case-by-case basis by the Project Manager.
  - A thin-from-below tactic will be employed, meaning that smaller trees will be removed and larger, more vigorous trees shall be retained. The ideal spacing between residual trees is 20 feet between trunks or 8-15 feet between tree crown driplines.

- No more than 50% of the total overstory canopy cover shall be removed during fuel break construction.
- Non-native species (olive, fig, broom, etc.) will be targeted for removal.
- Trees and brush marked with pink “DO NOT CUT” flagging shall be retained.
- Dead trees/brush under 10 inches in DBH shall be removed.

ii. **Pruning.** All areas treated with hand cutting shall also be pruned according to the prescription below.

- Prune ‘leave trees’ to a height of 10’. No more than 50% of the live crown of each tree shall be removed.
- Limbs shall be cut to minimize the surface area of the resulting limb scar to allow for faster healing.

iii. **Chipping**

- Contractor shall provide a tracked chipper and chipper operator and may provide a tow-behind chipper as desired for use on established roads within the project area. Chippers should accommodate material at least 12 inches in diameter.
- Cut material shall be broadcast widely to a depth of no more than 6 inches. Chips shall not be concentrated at the base of residual trees.
- Chips shall not be broadcast onto roads, trails, or into the water or dry channel of any streams. Hauling of cut material out of stream zones to be chipped and broadcast is required (see Item F – watercourse protections).
- If there is an area where material cannot be chipped due to topographic variables, safety, environmental barriers, etc., Contractor shall alert the Project Manager and the material will be considered for piling instead. See “Piling” below.
- Existing dead and downed woody material 8 inches or smaller in diameter shall be chipped. This may include storm damage resulting from winter storms in late 2021. Downed material with protruding branches that exceed 18 inches in height shall be lopped and chipped so that remaining material does not exceed a height of 18 inches.
- Invasive broom shall not be chipped.

iv. **Piling**

- Steep areas or areas with heavy populations of invasive species (i.e. Scotch or French Broom) may be more suited to piling of cut material for burning at a later date.
- Piles shall be built only in those areas where invasive species preclude the use of chipping, or where challenges in slope, topography, or environmental compliance preclude the use of the tracked chipper. Every effort shall be made to chip material where safety precautions and environmental factors allow.
- Piles shall not exceed 4x4x4 feet and shall be created in areas where they do not pose a threat of igniting residual overstory trees.
- Piles shall be compact to assure appropriate consumption of woody material.
- Piles shall be covered with wax paper prior to November 1<sup>st</sup>.
- Piles shall not be created within stream buffer zones (see item F – watercourse protections).
- Piles shall not be created within 25 feet of a communication or power line.
- Piles shall not be created within the protection zone of an archaeological resource.

v. **Lopping**. Lopping may be required, especially in areas that have been sprayed, to convert ladder fuels to ground fuels. This is likely in areas with a tall blackberry cover.

- Residual material shall be lopped to a height of 6 inches or less.

vi. **Hazard Tree Removal**. A number of beetle-killed trees are present within the project area. Contractor must have ability to fall hazard trees up to 30 inches in DBH. Once felled, slash and downed wood shall be treated as described in item (iii) or (iv) above.

vii. **Herbicide**. Herbicide may be applied throughout the project area as directed by the Project Manager.

- May include treatment of invasive and native species.
- Herbicide shall be applied by hand crews using backpack sprayers.
- Hourly rates given in Exhibit B do not include price of chemical. RCD shall reimburse for the cost of chemical applied to the project according to appropriate receipts and use reports provided by Contractor.
- Every precaution shall be taken to prevent drift of chemical onto desirable vegetation.
- Contractor is responsible for working with a licensed Pest Control Advisor to develop appropriate prescriptions for target species.
- Contractor is responsible for timely reporting of chemical usage to the Placer County Agricultural Commission.
- Contractor shall be responsible for application of herbicides according to the label. Transport, handling, and use of all herbicides shall be in strict accordance with the manufacturer's label instructions and all applicable federal, state, and local laws and regulations.

viii. **Alternative Work**

- The Project Manager reserves the right to change the work plan upon arrival based on adjustments to workflow and project priorities. The Project Manager will communicate any changes to daily work plans clearly to the Contractor. The Contractor is responsible for contacting the Project Manager should questions arise.

## C. GENERAL INSTRUCTIONS

- Trees and brush shall be cut as close to the ground as possible. Residual brush stumps shall not be taller than 4 inches. Residual tree stumps should be as low as possible, but not taller than 6 inches on the uphill side.
- All cut vegetation shall be kept within the project boundaries. Vegetation falling into ditches, streams, roads, road banks, adjacent properties, or trails shall be immediately removed.
- Work shall not occur outside of project boundaries. If there is a question on location of project boundaries, Contractor shall contact the Project Manager prior to working in an area where the boundary is not clear.
- All equipment, including chainsaws and hand tools, must be cleaned before entering the Project area to prevent spread of noxious weeds and pathogens. This also applies when moving from an area with a large population of weeds to an area where noxious weeds have not yet colonized. Contractor will work with Project Manager to coordinate work to avoid the spread of invasive species.



- Equipment shall be free of leaks, in good operating condition, and have spark arresting equipment or a supercharger.
- Contractor is responsible for ensuring protection of residual trees, structures, property improvements, fences, power lines/other utilities, and recreational areas including but not limited to: roads, trails, and signage. Chips or debris must not be propelled onto the neighboring lands. No woody material is to be left on or piled up against fences.
- Soil disturbance shall be as minimal as possible. Operations shall cease before causing damage that will result in soil erosion or compaction.

#### **D. IDENTIFICATION OF PROTECTED SPECIES OR OTHER CRITICAL RESOURCES**

There are no known protected species within the project area. Protections for cultural resources present within the project area shall be reviewed with the Contractor prior to the start of work. With all environmentally sensitive areas, identification and avoidance during project implementation is important. Should any additional sensitive resources be found during project implementation, work in the affected area shall cease and the Project Manager shall be notified immediately.

Contractor shall comply with all applicable federal, state and local laws, regulations and policies governing the funds and scope under this agreement.

#### **E. INSPECTIONS**

RCD will conduct inspections to ensure that the services are acceptable. Inspections do not relieve the Contractor of the responsibility for maintaining quality control. Compliance inspections will be made on a sporadic basis. Such inspections are not final, and do not constitute acceptance by the District. Final inspections for payment will be made on completed items only. Contractor is encouraged to break the job out into logical measurable units.

#### **F. BEST MANAGEMENT PRACTICES**

##### Exposure to Smoke, Dust and Fumes:

- No visible dust transport shall be permitted outside of project boundaries. Operations shall be suspended at the direction of the Project Manager if that occurs.
- All equipment shall conform to California emission standards.

##### Impacts on Special Status Species:

- There are no known locations of Special Status Species within the Project Area.
- If a special status species is found within the project area, the Project Manager shall be notified immediately; buffers and/or limits on location and timing of operations will be implemented as recommended by the Department of Fish and Wildlife.

##### Impacts on Cultural Resources:

- Cultural resources will be designated on the ground with flagging by the Project Manager and reviewed with Contractor prior to the start of work. Within these protection zones, the following shall apply:
  - Pile burning and use of equipment are prohibited within these zones EXCEPT on existing roads and trails.
  - The same prescription for vegetation removal shall occur within the protection zones.
  - Wood chips may be cast into protection zones from existing roads or outside of the exclusion zone boundary, but they should not be cast on historic-era buildings.

- If operations discover previously unknown archaeological sites, operations shall cease within 100 feet of the site. The Project Manager shall be notified immediately.

Watercourse Protections:

All streams and riparian vegetation shall be protected through implementation of Watercourse and Lake Protection Zones (WLPZ). Protections are as follows:

- Class II streams (other aquatic wildlife present):
  - 50 ft. buffer if side slopes <30%, 75 ft. buffer if side slopes between 30% and 50%, 100 ft. buffer if slopes >50%, flagged in BLUE
  - No equipment may enter the zone except on existing roads and trails. Vegetative material shall be hauled by hand out of stream protection zones to be chipped.
  - Residual trees shall be pruned to a height of 8-10 feet.
  - Treatment of the understory shall not reduce vegetative cover below 50%
  - Dead fuels ≤5 inches in diameter shall be removed
- Class III streams (capable of sediment delivery to class II):
  - 25 ft. buffer if side slopes <30%, 50 ft. buffer if side slopes >30% flagged in BLUE
  - No equipment may enter the zone except on existing roads and trails. Vegetative material shall be hauled by hand out of stream protection zones to be chipped.
  - The full fuel break prescription shall be implemented within these zones.
- No equipment operations shall be permitted on slopes of 45% or greater if the slope leads continuously to a watercourse unless approved by the Project Manager.
- No equipment operations are permitted on saturated soils, as determined by the Project Manager. Saturated soil conditions may be indicated by potential for significant sediment discharge or equipment inoperability under its own power.
- No burn piles shall be created within protection zones for any stream.
- The Contractor is required to remove processed material from roadside ditches where it impedes flow or any water conveyance systems.
- No drafting of water from natural watercourses is permitted.

Noise:

- To mitigate noise impacts to neighbors, equipment operating within 200 feet of a residence may only operate between the hours of 8:00 a.m. and 6:00 p.m.
- Weekend work is not allowed unless express permission is given by the Project Manager.
- If necessary, equipment operations around occupied wildlife habitats such as nest sites shall be subject to restrictions on timing and location.

Transportation and Traffic:

- If project activities are expected to take place on or near public roads and trails, warning signs shall be posted in work areas to alert oncoming traffic and recreational users to the safety hazards associated with the operation. Signs shall be provided by Contractor, and signage shall be subject to approval by the Project Manager.

**V. GENERAL CONDITIONS**

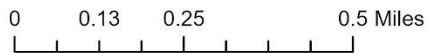
- A. It is not the intent of the specifications to cover each and every detail. Any problems that may arise must be promptly reported to the RCD and shall be subject to the decision of the RCD. The Contractor is expected to carefully examine the size and scope of the proposed work prior to

submitting a proposal. The Contractor certifies they have checked carefully all the quantities, specifications, and maps, and understands that the RCD shall not be responsible for any errors or omissions on the part of the proposer in compiling and submittal of this proposal.

- B. The Contractor agrees that they will provide the materials and/or perform the work herein under the terms and conditions set forth in the awarded contract and/or purchase order; and shall furnish and be responsible for all the labor, materials, tools, equipment, transportation, insurance, notifications, licenses, permits, and all other services and facilities necessary, including all incidental work and appurtenances as may be reasonably implied and as described in the specifications and other Contract documents. All costs incidental to these requirements will not be paid for separately but shall be included in the work, including testing, if needed. Contractor shall be responsible to pay all costs for permits, licenses, fees and insurance which may be required to perform the work required.
- C. Proposer shall provide proof of insurance coverage as described in the Sample Agreement attached hereto at Exhibit D. **Contractor is advised that this project requires 8 certificates of additional insured status for general or commercial liability insurance.** Additional insurance certificates may be required.
- D. The Contractor certifies by signing and submitting his or her proposal that to the best of his or her knowledge and belief that the required language of this certification shall be included in all lower-tier subcontracts which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.
- E. Roads, trails, and other improvements, including but not limited to gates, fences, culverts and/or drainage structures, or signs damaged by Contractor shall be repaired to a like or better condition as that found prior to the start of work. Repairs may include repairing or replacing drainage control features. Significant damage to existing roads, trails, or other improvements, caused by Contractor, must be repaired by Contractor at Contractor's expense within ten (10) working days of notification by the RCD.
- F. Before daily acceptance, all areas occupied by the Contractor in connection with the work shall be cleaned of all Contractor's garbage, excess materials, temporary structures, and equipment, and all parts of the work area shall be left in a neat and presentable condition. Contractor will take all reasonable precautions to avoid injury to the public.
- G. Contractor is responsible for renting an outhouse for use during project work. No human waste shall be left in the project area.
- H. Coordinate all work as necessary to complete the project, avoid damages to utilities and maintain utility service with each affected utility company.

**EXHIBIT A**  
**Project Area Map**

Placer Co. Coordinated Fuel Break  
T13N R9E Sections 9, 10, and 16 MDBM Greenwood USGS 7.5' Quad



## EXHIBIT B - Schedule of Items/ Cost Proposal Form

Invoices shall be billed to the Placer RCD. Submit invoices on a bimonthly basis to [kate@placerrcd.org](mailto:kate@placerrcd.org), [allison@placerrcd.org](mailto:allison@placerrcd.org), [sarah@placerrcd.org](mailto:sarah@placerrcd.org), and [donna@placerrcd.org](mailto:donna@placerrcd.org). Rates not listed may be added in the blank rows as necessary.

DESCRIPTION (Vegetation Treatment Prescription)	PRICE (\$)
Sawyer/chipper/spray* crew worker	_____per man hour
Sawyer/chipper crew foreman (if different from above)	_____per man hour
Tracked chipper (includes operator rate)	_____per acre
Tow-behind chipper (optional)	_____per hour

\* Hourly rates for spray crew worker do not include price of chemical. RCD shall reimburse for the cost of chemical applied to the project according to appropriate receipts and use reports provided by Contractor.

## EXHIBIT C - Agreement Between RCD and CAL FIRE

**State of California  
Department of Forestry and Fire Protection (CAL FIRE)  
Resource Management  
GRANT AGREEMENT**

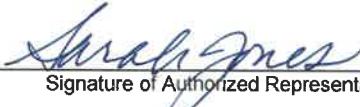

**APPLICANT:** Placer County Resource Conservation District  
**PROJECT TITLE:** Placer County Coordinated Fuel Break  
**GRANT AGREEMENT:** 8GA21903

**PROJECT PERFORMANCE PERIOD is from Date Upon Approval through March 31, 2026.**  
 Under the terms and conditions of this Grant Agreement, the applicant agrees to complete the project as described in the project description, and the State of California, acting through the Department of Forestry & Fire Protection, agrees to fund the project up to the total state grant amount indicated.

**PROJECT DESCRIPTION:** The proposed project is a continuation of the Placer County Coordinated Fuel Break (PCCF) in Applegate, CA. Applegate lies on the I-80 corridor west of the North Fork American River canyon and is one of the numerous communities located within Placer County's wildland-urban interface. Grant funding will be used to widen the existing fuel break and perform fuel break maintenance in the form of hand work, tree and brush removal, chipping, pile burning, targeted grazing, and herbicide.

**Total State Grant not to exceed \$ 303,486.00** (or project costs, whichever is less).




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

<p><b>Placer County Resource Conservation District</b></p> <hr/> <p style="text-align: center;">Applicant</p>	<p><b>STATE OF CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION</b></p> <hr/>
<p>By  Signature of Authorized Representative</p>	<p>By  09C3EF839A7E418</p>
<p>Title <u>EXECUTIVE DIRECTOR</u></p>	<p>Title: <b>Matthew Reischman Deputy Director, Resource Management</b></p>
<p>Date <u>2/23/2022</u></p>	<p>Date <u>2/25/2022</u></p>

### CERTIFICATION OF FUNDING

GRANT AGREEMENT NUMBER <b>8GA21903</b>	PO ID 0000387786	SUPPLIER ID 0000012271
FUND 0001	FUND NAME General Fund	
PROJECT ID N/A	ACTIVITY ID N/A	AMOUNT OF ESTIMATE FUNDING <b>\$ 303,486.00</b>
GL UNIT N/A	BUD REF 0017	ADJ. INCREASING ENCUMBRANCE <b>\$ 303,486.00</b>
PROGRAM NUMBER 2470010	ENY 2021	ADJ. DECREASING ENCUMBRANCE <b>\$ 0.00</b>
ACCOUNT 5340580	ALT ACCOUNT 5340580002	UNENCUMBERED BALANCE <b>\$ 303,486.00</b>
REPORTING STRUCTURE 35409503	SERVICE LOCATION 96186	

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

<p> DocuSigned by: [Redacted] Signature of CAL FIRE Accounting Officer</p>	<p> DocuSigned by: [Redacted]</p>	<p> [Redacted] 3/11/2022 Date</p>
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GRANT NUMBER 8GA21903  
PLACER COUNTY RESOURCE CONSERVATION DISTRICT  
PLACER COUNTY COORDINATED FUEL BREAK

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, Placer County Resource Conservation District, hereinafter referred to as "GRANTEE".
2. The STATE hereby grants to GRANTEE a sum (hereinafter referred to as "GRANT FUNDS") not to exceed Three Hundred Three Thousand Four Hundred Eighty Six (\$303,486.00).
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. Attachment – Wildfire Resilience and Forestry Assistance Grant Guidelines
  - b. The submitted Application, Scope of Work, Project Budget Workbook, GHG Emissions Workbook and Exhibits
  - c. ADDENDUM – WILDFIRE RESILIENCE GRANT PROJECTS

**II. SPECIAL PROVISIONS**

1. Recipients of GRANT FUNDS pursuant to California Public Resources Code Section 4799.05 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.

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**III. GENERAL PROVISIONS**

**1. Definitions**

- a. The term "Agreement" means grant agreement number 8GA21903.
- 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.



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**2. Project Representatives**

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

STATE: CAL FIRE	GRANTEE: Placer County Resource Conservation District
Section/Unit: HQ Resource Management/Wildfire Resilience	Section/Unit: N/A
Attention: Stewart McMorrow	Attention: Sarah Jones
Mailing Address: P.O. Box 944246 Sacramento, CA 94244-2460	Mailing Address: 281 Nevada St. Auburn, CA 95603
Phone Number: (530) 379-5085	Phone Number: (530) 386-3830 Secondary: NA
Email Address: Stewart.McMorrow@fire.ca.gov	Email Address: sarah@placerrcd.org

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.

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- 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 as detailed in the Attachment – Wildfire Resilience and Forestry Assistance Grant Guidelines (Revision 1-5-22) 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. Amendment shall be effective upon last date of signature of authorized representative. Approval of amendment is at the STATE's discretion.
- d. GRANTEE certifies that the Project Scope of Work complies with all local, State, and federal laws and regulations.
- e. GRANTEE shall comply with the California Environmental Quality Act (CEQA) (Public Resources Code, Section 21000, et. seq. Title 14, California Code of Regulations, Section 15000 et. seq.) and all other local, State, and federal environmental laws. A copy of the certified CEQA document must be provided to STATE before any GRANT FUNDS are made available for any Project activity that could directly impact the environment (e.g. cutting, piling or burning bush, masticating, dozer work, etc.). CEQA compliance shall be completed within one (1) year from start date of the Agreement. The start date is considered the date the last party signs the Agreement. GRANT FUNDS will be made available in advance of CEQA compliance for project activities that do not have the potential to cause a direct environmental impact (e.g. project planning, locating and marking property or project boundaries, contacting and signing up landowners, etc.).
- f. GRANTEE shall permit periodic site visits by representative(s) of the STATE to ensure program compliance and that work is in accordance with the approved Project Scope of Work, including a final inspection upon Project completion.
- g. GRANTEE, and the agents and employees of GRANTEE, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents, of the STATE. No person who, as an officer, employee, or agent of the state participated in the preparation or creation of or determination to award this Grant Agreement shall serve as an agent or employee of GRANTEE including but not limited to those acts prohibited by Government Code Sections 1090, and 87100.

4. Project Costs and Payment Documentation

- a. Payment by the STATE shall be made after receipt of an acceptable invoice and approval by a duly authorized representative of the STATE.

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GRANTEE shall submit an invoice for payment to the CAL FIRE Project Representative of the STATE. A final invoice shall be submitted no later than 30 days after completion, expiration, or termination of this Agreement.

- b. For services satisfactorily rendered, and upon receipt and approval of invoices for payment, the STATE agrees to compensate GRANTEE for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto, as Final Project Budget Detail, and made a part of this Agreement.
- c. Equipment purchased using GRANT FUNDS, wholly or in part, must be used by the GRANTEE for the project which it was acquired. STATE retains a vested interest in the equipment for the useful life of the equipment, even after completion of the grant. GRANTEE shall provide written disposition of the equipment upon completion of the grant and upon any changes to the disposition of the equipment. Such disposition must be approved in advance by STATE. Equipment purchased using GRANT FUNDS cannot be used as collateral, financed, or sold without prior written approval from the STATE.
- d. GRANTEE shall submit, in arrears, not more frequently than once a month, and no less than quarterly, an invoice to the STATE for costs paid by GRANTEE pursuant to this Agreement. Each invoice shall contain the following information: the Agreement number, the dates or time period during which the invoiced costs were incurred, expenditures for the current invoice and cumulative expenditures to date by major budget category (e.g., salaries, benefits, supplies, etc.), appropriate supporting documentation, project progress reports, and the signature of an authorized representative of GRANTEE as detailed in the Attachment – Wildfire Resilience and Forestry Assistance Grant Guidelines (Revision 1-5-22)
- e. GRANT FUNDS in this Agreement have a limited period in which they must be expended. All GRANTEE expenditures must occur within the Project performance period of this Agreement to be eligible for reimbursement.
- f. All revenues collected as a result of activities paid for, in full or in part, with GRANT FUNDS must be tracked and shall be used to offset the invoiced costs and re-invested into the PROJECT to further grant objectives.
- 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

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through reallocation of funds from another item or items, without approval by the STATE; however, GRANTEE shall notify the STATE in writing in project progress reports when any such reallocation is made, and shall identify both the item(s) being increased and those being decreased. Any increase or decrease of an item of more than ten percent (10%) of the budget item must be approved in writing by the STATE before any such increase or decrease is made. A formal approved amendment is required to increase the total amount of GRANT FUNDS.

- g. GRANTEE shall promptly submit any and all records at the time and in the form as the STATE may request.
- h. GRANTEE shall submit each invoice for payment electronically to the appropriate CAL FIRE Project Representative identified on item (2) of III. General Provisions. Hard copy submissions will not be accepted.
- i. Notwithstanding any of the provisions stated within this Agreement, the STATE may at its discretion make advance payment from the grant awarded to the GRANTEE if GRANTEE is a nonprofit organization, a local agency, a special district, a private forest landowner or a Native American tribe. Advance payment made by the STATE shall be subject to the following provisions.
  - GRANTEE shall submit a written request identifying how funds will be used over a six-month period. The written request must be accompanied by an invoice that contains the same level of detail as a regular invoice.
  - GRANTEE shall file an accountability report with STATE four months from the date of receiving the funds and every four months thereafter.
  - Multiple advance payments may be made to a GRANTEE over the life of a project.
  - No single advance payment shall exceed 25% of the total grant amount and must be spent on eligible costs within six months of the advance payment request. GRANTEE may request additional time to spend advance funds but must be approved in writing by the STATE. The balance of unspent advance payment funds not liquidated within the six-month spending period will be billed for the return of advanced funds to the STATE.
  - All work under a previous advance payment must be fully liquidated via an invoice and supporting documentation and completed to the STATE's satisfaction before another advance payment will be made.

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- 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 Wildfire Resilience Grant Program, the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or if possible and desirable, offer an Agreement amendment to GRANTEE to reflect the reduced amount available for the Project.

6. Project Administration

- a. GRANTEE shall provide the STATE a written report showing total final Project expenditures and matching funds upon Project completion or grant expiration, whichever occurs first. GRANTEE must report to the STATE all sources of other funds for the Project. If this provision is deemed to be violated, the STATE will request an audit of GRANTEE and can delay the disbursement of funds until the matter is resolved.
- b. GRANTEE shall promptly submit written Project reports as the STATE may request throughout the term of this Agreement.
- c. GRANTEE shall submit a final accomplishment report, final invoice with associated supporting documentation, and copies of materials developed using GRANT FUNDS, including but not limited to plans, educational materials, etc. within 30 days of Project completion.

7. Financial Records

- a. GRANTEE shall retain all records described in Section 7(c) below for three (3) years after final payment by the STATE. In the case an audit occurs, all such records shall be retained for one (1) year from the date is audit is completed or the three (3) years, whichever date is later.
- b. GRANTEE shall maintain satisfactory financial accounts, documents, and records for the Project and make them available to the STATE for review during reasonable times. This includes the right to inspect and make

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copies of any books, records, or reports of GRANTEE pertaining to this Agreement or matters related thereto.

- c. GRANTEE shall keep such records as the STATE shall prescribe, including, but not limited to, records which fully disclose (a) the disposition of the proceeds of state funding assistance, (b) the total cost of the Project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the Project cost supplied by other sources, and (d) any other such records as will facilitate an effective audit. All records shall be made available to the STATE, other State of California agency, or other entity as determined by the State of California for auditing purposes at reasonable times.
- d. GRANTEE shall use any generally accepted accounting system.

8. Research

- a. GRANTEE that receives funding, in whole or in part, in the form of a research grant shall provide for free public access to any publication of a peer-reviewed manuscript describing STATE funded knowledge, STATE funded invention, or STATE funded technology shall be subject to the following conditions:
  - i. GRANTEE is responsible for ensuring that any publishing or copyright agreements concerning peer-reviewed manuscripts fully comply with this section
  - ii. GRANTEE shall report to STATE the final disposition of the peer-reviewed manuscript, including, but not limited to, if it was published, date of publication, where it was published, and, when the 12-month time period from official date of publication expires, where the peer-reviewed manuscript will be available for open access.
- b. For a peer-reviewed manuscript that is accepted for publication pursuant to the terms and conditions of this Agreement, the GRANTEE shall ensure that an electronic version of the peer-reviewed manuscript is available to STATE and on an appropriate publicly accessible repository approved by the state agency, including, but not limited to, the University of California's eScholarship Repository at the California Digital Library, the California State University's ScholarWorks at the Systemwide Digital Library, or PubMed Central, to be made publicly available not later than 12 months after the official date of publication. GRANTEE shall make reasonable efforts to comply with this requirement by ensuring that the peer-reviewed manuscript is accessible on an approved publicly accessible repository, including notifying the state agency that the manuscript is available on a state-agency-approved repository. If the grantee is unable to ensure that

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his or her manuscript is accessible on an approved, publicly accessible repository, the grantee may comply by providing the manuscript to the state agency not later than 12 months after the official date of publication.

- c. For publications other than those described in (b), including scientific meeting abstracts, GRANTEE shall comply by providing the manuscript to the STATE not later than 12 months after the official date of publication.
- d. The grant shall not be construed to authorize use of a peer-reviewed manuscript that would constitute an infringement of copyright under the federal copyright law described in Section 101 of Title 17 of the United States Code and following.
- e. Use of GRANT FUNDS for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution are allowable costs but must be within the GRANT FUNDS and item 4 of the agreement.
- f. GRANTEE may request a waiver to the publication requirement if GRANTEE has an existing publication requirement that meets or exceeds the requirements of the research provision. Waiver shall include information on GRANTEE's existing requirements. Approval of the waiver is at STATE's discretion.

9. Project Termination

- a. This Agreement may be terminated by the STATE or GRANTEE upon 30-days written notice to the other party.
- b. If either party terminates the Agreement prior to the completion of the Project, GRANTEE shall take all reasonable measures to prevent further costs to the STATE under the Agreement and the STATE shall be responsible for any reasonable and non-cancelable obligations incurred by GRANTEE in the performance of this Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.
- c. Failure by GRANTEE to comply with the terms of this Agreement may be cause for suspension of all obligations of the STATE hereunder at the discretion of the STATE.
- d. Failure of GRANTEE to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of the STATE hereunder if in the judgment of the STATE such failure was due to no fault of GRANTEE. At the discretion of the STATE, any amount required to settle at minimum

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cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.

- e. Final payment to GRANTEE may not be made until the STATE determines the Project conforms substantially to this Agreement.

10. Hold Harmless

- a. GRANTEE shall defend, indemnify and hold the STATE, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of GRANTEE, its officers, agents, or employees. The duty of GRANTEE to indemnify and hold harmless includes the duty to defend as set forth in Civil Code Section 2778. This Agreement supersedes GRANTEE's right as a public entity to indemnify (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.

11. Tort Claims

FEDERAL:

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

STATE:

The State of California shall be liable, to the extent allowed by law and subject to California Government Code, Title 1, Division 3.6, providing for the filing of tort claims against the State of California, for personal injuries or property damage resulting from the negligent or wrongful act or omission of State of California



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employees while acting within the scope of his or her employment, arising out of this Agreement.

12. Nondiscrimination

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

13. Conflict of Interest

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

14. Incorporation

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

15. Severability

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

16. Waiver

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

17. Assignment

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

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**Attachment – Wildfire Resilience and Forestry Assistance Grant Guidelines**

The terms and conditions set forth in this document are incorporated into the Terms and Conditions of Grant Agreement under Section I.3. This document is supplemental to the Terms and Conditions of Grant Agreement. If any of the terms and conditions of this document are inconsistent or contradictory to the Terms and Conditions of Grant Agreement, the Terms and Conditions of Grant Agreement shall supersede.

The following sections of the Wildfire Resilience and Forestry Assistance Grant Guidelines (Revision January 5, 2022) are not applicable to this Grant Agreement:

- Application Period, page 6
- Funding Limits, page 6
- Cost Share Requirement, page 6
- Application Process, page 10
- Grant Review Process, page 10 – 11
- Application Scoring Criteria, page 16
- Appendix A – Forestry Assistance Grant Application, page 17 - 19

**STATE OF CALIFORNIA**  
**Department of Forestry and Fire Protection**

# Wildfire Resilience and Forestry Assistance Grant Guidelines



*CAL FIRE will offer workshops on the entire grant application and administration process for all prospective applicants. Please visit the link below for dates, times, and locations of these workshops or contact your Regional Forestry Assistance Specialist (Appendix G) for details.*

*CAL FIRE has recently created a list-serve portal for interested members of the public to receive grant program updates. Use the link provided below and look for the following “green” logo box to subscribe.*



**Grant programs authorized by Public Resource Code § 4799.05 and funded via Senate Bill-170 Budget Act of 2021**

**Revision January 5 2022**

**STATE OF CALIFORNIA  
Department of Forestry and Fire Protection**

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# Introduction: CAL FIRE Forestry Assistance Grant Guidelines

This grant guideline includes information for the use of funds administered by the California Department of Forestry and Fire Protection (CAL FIRE) for the purpose of developing grant funded projects that address the needs of the Governor’s Forest Management Task Force’s Wildfire and Forest Resilience Action Plan items 1.10 to 1.14. The Action Plan is available here. <https://www.fire.ca.gov/media/ps4p2vck/californiawildfireandforestresilienceactionplan.pdf>

As per Public Resources Code 4799.05, the Director of CAL FIRE may provide grants to, or enter into contracts or other cooperative agreements with, entities, including, but not limited to, private or nongovernmental entities, Native American tribes, or local, state, and federal public agencies, for the implementation and administration of projects and programs to improve forest health and reduce greenhouse gas emissions.

The California Forest Management Task Force (Task Force) was established in 2018 to introduce a more holistic, integrated approach toward effective forest management. The Task Force’s purpose has been to develop a framework for establishing healthy and resilient forests that can withstand and adapt to wildfire, drought, and a changing climate.

This Action Plan responds to that challenge by integrating key findings, recommendations and assessments into a single coordinated and comprehensive strategy.

Significantly increasing the pace and scale of forest management across the state can only be achieved through significant contributions from small private forestland owners.

To that end the following goals are set out in the Action Plan and should be strongly considered in developing a proposal for this grant opportunity. The relationship between the Wildfire Resilience Block Grants and the Action Plan Goals are summarized below each Goal.

- 1.10 Maintain Forest Stewardship Education Program: CAL FIRE will maintain its Forest Stewardship Workshop program to help forest landowners develop management plans and implement stewardship projects. Workshop locations will be based on CAL FIRE’s fire-risk and priority landscape map and the 2019 Community Wildfire Prevention and Mitigation Report.
  - CAL FIRE will offer at least one workshop to introduce the Wildfire Resilience Block Grant application process to potential applicants. Applicants should also consider presenting opportunities for workshops or other outreach to prospective landowners and describe these opportunities in their application.
- 1.11 Increase Technical Assistance: The state, through contracts with cooperators, will assist landowners with Forest Management Plans, Burn Plans, archeological and biological

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surveys, project field design, and other support from forestry and other natural resource professionals.

- Successful applicants should describe the process for how Technical Assistance to landowners will be accomplished and describe metrics for landowner assistance success.
- 1.12 Improve Outreach: State agencies will partner with the Forest Landowners of California and other organizations to more efficiently target outreach efforts, guide assistance planning, and track project implementation.
  - CAL FIRE will engage with the Forest Landowners of California to help promote the Wildfire Resilience Block Grant process prior to awarding the successful applicants. Applicants should consider in their proposal how they will engage with groups such as the Forest Landowners of California and other organizations to promote their individual program to perspective individual project applicants.
- 1.13 Support Forest Health and Maintenance Treatments: CAL FIRE will provide funding for initial fuels treatments and follow-up maintenance with landowners contributing at least 10 percent of costs. CAL FIRE will prioritize funding of NIPF projects that are included within locally coordinated forest management and post-fire restoration projects that benefit wider landscapes across multiple ownership types.
  - Non-industrial private forestland owners are the primary target of the Wildfire Resilience Block Grants. Applicants should describe their process for targeting NIPF's while achieving the goals of "coordinated forest management", or forest management that blocks smaller projects in a similar geographic location to achieve greater overall forest health goals.
    - While not required for the Wildfire Resilience Grants, the proportion of individual landowner projects meeting a cost-share requirement is a scoring criteria.
  - Applicants should consider, where appropriate for their geographic region, large scale reforestation projects aimed at rehabilitating forestlands burned in recent years (Goal 1.13, 1.15 (not shown))
- 1.14 Establish Emergency Forest Restoration Teams: CAL FIRE and other state agencies will explore the potential for developing emergency forest restoration teams to assist small landowners impacted by wildfires with funding and expertise to restore their properties and help prevent further damage to life, property and natural resources. This program would complement the NRCS Environmental Quality Incentives Program (EQIP) and the Emergency Forest Restoration Program (EFRP).
  - Applicants can also focus their efforts on re-establishing burned forestlands through planting, site preparation and vegetation treatment to provide for future ecosystem services through forest restoration.

These grant guidelines serve as a grant solicitation. Applications submitted must be in full compliance with all stated requirements to be considered for funding. Please read these guidelines carefully.

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It is important to note that applications will be treated in accordance with the Public Records Act requirements and that certain information, subject to those requirements, may be publicly disclosed. Additionally, some project information reported by applicants will be made available on the CAL FIRE and/or California Natural Resources Agency website(s). This information includes, but may not be limited to, the amount of funding that is being spent on projects within and benefiting disadvantaged and severely disadvantaged communities, and maps that show the locations of projects within these communities.

*“Disadvantaged community” means a community with a median household income less than 80 percent of the statewide average.*

*“Severely disadvantaged community” means a community with a median household income less than 60 percent of the statewide average.*

For locating DACs and SDACs with the above definitions, there are two tools available.  
California State Parks Community Fact Finder: [Parks For All Californians](#)  
California Department of Water Resources: [Disadvantaged Community Mapping Tool](#)

## General Guidelines

The purpose of the grant solicitation is to meet Wildfire and Forest Resilience Task Force Action Plan goals through allowing a prospective grantee the ability to provide a program of financial and technical forestry assistance to nonindustrial forest landowners, where the grantee, as the supervising entity, receives the grant from CAL FIRE and provides outreach and/or technical/financial assistance to landowners in order to conduct forest restoration or management activities on their property. The grantee will be responsible for payments of financial assistance to landowners.

Projects should seek to:

1. Make funding available through agreements with landowners to pay for specific, non-commercial ecological forest improvement and wildfire resilience practices.
2. Provide technical assistance to promote information sharing and education on the full range of effective forest management practices and opportunities as well as forest management education and management planning.

## Eligible Organizations

Applicants are limited to counties, resource conservation districts, special districts, and 501(c)(3) non-profit organizations that have the capacity to deliver a forestry based technical and financial assistance program to non-industrial forest landowners.

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## Application Period

Applications for the Wildfire Resilience Grants will be accepted between February 1, 2022 to March 4, 2022

## Funding Limits

Up to \$10 million may be awarded through this grant solicitation. The minimum grant request should be no less than \$1 million. The maximum allowable is \$4 million.

## Project Timeline

Grant work must be completed no later than March 31, 2026.

## Cost Share Requirement

Cost share is the portion of the project cost not funded by the awarding agency (CAL FIRE) and is provided by the applicant and/or other sources (e.g., nonprofit organizations, public agencies, and/or other entities). Cost share must support the proposed project and be spent during the term of the awarded grant. Cost share is not required, however, proposals with higher proportions of secured cost share will receive higher scores during the evaluation process. Applicants must indicate if any cost share is being used as match for other grants or entities. Where applicable, cost share agreements or funding assurances must be submitted prior to grant execution.

Matching for State funds may be met with in-kind activities, funding or materials related to the projects. The grantee may develop criteria that determines the cost share rate for each individual project. Matching funds may not include funds from other CAL FIRE grants or awards.

**IMPORTANT NOTE:** Cost share expenses must be reported to CAL FIRE on each invoice received. Back-up documentation for cost share must be kept by the grantee and must meet the same rigor as expenses claimed for reimbursement.

## Timing and Availability of Funds

Funding of the projects awarded is subject to availability of funds and approval of the State Budget. Grant Agreements for grant awards may take several months to establish (following grant award) so please plan project timelines accordingly. The Project Performance Period will commence upon date of signature by CAL FIRE Deputy Director or designee through the grant termination date. Only costs incurred during the Project Performance Period will be eligible for reimbursement. Grantees have 30 days following completion of grant work to submit a final invoice. If selected, the project applicant shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances in carrying out the grant project. Advances may be available at CAL FIRE's discretion. Refer to



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## Disadvantaged and Severely Disadvantaged Communities (also see Appendix F)

Projects that take place within severely disadvantaged communities (SDAC) or Disadvantaged Communities (DAC) will receive scoring preference in this grant program.

If applicants are going to exclude, or entirely include, their project within a DAC/SDAC, then they do not need to provide estimates, however they must clearly indicate that their project either excludes, or is entirely within, a DAC/SDAC. Applicants that will only have a portion of their project within a DAC or SDAC shall provide estimates for percentages of individual projects that are expected to occur within the geographic area of the applicant. Applicants that utilize an estimate of an expected percentage shall briefly describe their process of determination of the estimated individual projects that meet the DAC or SDAC definition.

Scoring preference will be pro-rata based for applicants that choose to provide an estimate.

Individual project area boundaries on private landownerships must be completely within a DAC or SDAC in order for it to qualify to be included in the estimated percentage of individual projects within a DAC or SDAC.

Please see Appendix F for the definitions, requirements and maps related to DACs and SDACs.

## Technical Assistance

There is no cap on the amount of technical assistance that can be requested. Technical assistance can be in the form of landowner outreach and education and should include development of forest management plans (FMPs) on private, nonindustrial forestlands. When FMPs are developed, they need to contain a GIS based mapping component. All FMPs developed with this grant will need to have a copy sent to CAL FIRE, along with the shape files associated with the lands they cover so CAL FIRE can track and report on them. No personal information will be shared by CAL FIRE, however landowners' names and addresses will need to be entered into CAL FIRE's tracking system.

## General Project Eligibility Criteria

The eligibility criteria for grants may vary and it is important that all applicants determine their eligibility prior to beginning the application process. Applicants may only submit one proposal for consideration.

To be eligible for funding under this program:

1. All projects must include a justification for the grant amount requested. If applicable, the methodology must include the cost of the grant minus any income from products or other revenues received from the grant implementation. It is incumbent upon the grantee to secure needed permits and CEQA clearance. This grant opportunity will NOT fund the development of

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commercial timber harvest plans. Grantees will be required to notify their regional Forestry Assistance Specialist prior to sale of forest products.

2. Projects should prioritize funding forest improvement practices including but not limited to tree and brush thinning, tree release, pruning, site preparation and tree planting, follow up work to support tree growth, and/or slash disposal. This grant opportunity will not fund prescribed fire but will fund burning of piles for slash disposal.
3. All individual project applicants shall be responsible for compliance with the California Environmental Quality Act (CEQA) using in-house staff or consulting services. Resource Conservation Districts and Counties that apply should expect to be the lead agency for the compliance with CEQA. Applicants that are not permitted to act as lead agency, such as non-profits, shall explain who they expect to be the lead agency for CEQA required projects and provide supporting documentation from that entity.
4. Projects may only be funded on individual nonindustrial landownerships encompassing 3 to 5000 acres of forest land. Forested lands shall be defined as having more than 10% tree canopy cover of any native tree species.
5. Any practices that are required as environmental mitigation to offset another project may not be financed by this grant program including mitigation work required by the California Forest Practice Rules.

## Eligible and Ineligible Practices under Private Forestry Assistance Grants

**The following includes but is not limited to eligible practices that project applicants shall provide to nonindustrial forest landowners under this funding:**

- **Forest Management Planning** - Forest Management Plans can be funded under this program and will be considered as technical assistance. The Management Plan must be prepared by a Registered Professional Forester (RPF). The RPF may be either an in-house employee or a consultant. New Management Plans shall be written using the California Cooperative Forest Management Plan Template. Contact your Regional Forestry Assistance Specialist for a copy of the template or use the link below:

[www.fire.ca.gov/media/ri4noy2y/ca-cooperative-fmp-template.docx](http://www.fire.ca.gov/media/ri4noy2y/ca-cooperative-fmp-template.docx)

- **Technical Assistance** - Eligible practices include providing in-person or on-site consultation with forestland owners to help them address their land management needs. This can include providing detailed information about options available to them for management practices, other cost share programs, directing them to specific technical information about commercial and non-commercial forestry practices and permitting. Can include payments to Registered Professional Foresters to perform this consultation and can include webinars or workshops. Can also include costs of preparing CEQA, needed permits, database searches and archaeological compliance. May also include development of printed materials. *This practice*

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cannot exceed 10% of the total grant award. CAL FIRE can increase this amount if the applicant presents a well justified case.

- **RPF Supervision** - RPF supervision is the on-the-ground over-sight and direction an RPF provides the sub-contractor who is working on a forest improvement practice. RPF supervision may be the grantee's employee or a consulting RPF.
- **Site Preparation** - Site preparation is the removal of vegetation competing or potentially competing with planted trees. The distinction must be made that site preparation is used when trees are to be planted after clearing activities. Methods include using heavy machinery such as bulldozers, cutting and removing vegetation with chainsaws, scalping the soil with hand tools, and/or chemical treatments of the competing vegetation prior to planting. If trees are not going to be planted, this grant will not pay for site preparation with the intent to allow natural seeding.
- **Tree Planting** - This practice includes the purchase of tree seedlings or seeds, the costs of transporting and storage of seedlings, and the planting costs. Each proposed project description shall provide approximate spacing, method of planting, number of trees per acre, planting standards, seed zone(s), species, and timing.
- **Tree Protection** - This practice includes the cost and installation of tree protectors such as VEXAR® tubes, shade cards, or other animal damage barriers.
- **Timber Stand Improvement** - Precommercial thinning means reducing the number of stems of small commercial tree species to a predetermined spacing to improve growth and/or to reduce fuel loads. Mechanical release involves removal of non-commercial tree species, shrubs/brush or grasses that are competing with previously planted or existing commercial tree species.
- **Pruning** - Pruning is the cutting of lower branches of trees to reduce vertical continuity of fuels and improve wood quality of future crop trees. Pruning may be funded in conjunction with thinning or release. Rates increase based on the minimum number of trees pruned per acre. Pruning all branches within ten feet of the ground, combined with thinning and the removal of flammable shrubs and ladder fuels, is also recommended to reduce the likelihood that a ground fire burning through the stand would move up into the trees. Pruning provides other benefits as well, including increased exposure to sunlight to aid regeneration, improved aesthetics, and greater resistance to insect and disease problems.
- **Follow-up** - is work necessary to promote the survival of seedlings or for protection to or enhancement of other completed practices (e.g. fuel reduction). Follow-up must be undertaken within 36 months of completion of the original practice. Follow-up covers three types of project categories:
  - a. The first pertains to any work performed within 36 months of a planting project to promote the survival of the seedlings. In most cases, insect, disease, rodent, weed, or brush control work will qualify for funding.
  - b. The second category is follow-up work undertaken as a continuation of a prior project. This category typically includes work, such as controlling re-growth from Thinning or Release practices that occur within five years of the original project.
  - c. The third category is slash disposal. This category can include mastication, chipping, or piling and burning of slash generated from Site Preparation, Thinning, Release, or Pruning practices.
  - d. Remedial work for stabilizing landslides (requires analysis and design by a Certified Engineering Geologist or Geotechnical Engineer).

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**The following practices will not be funded by this grant program:**

- Minor road upgrading such as road rocking or installing rolling dips unless needed to protect an existing or replacement structure or where needed to prevent erosion to a watercourse. If there is no hydrologic connectivity, minor road upgrading will normally not be eligible.
- Construction of new roads or bridges.
- Fencing to protect stands from livestock.
- Planting of Christmas trees and greenery.
- Costs of land, water, irrigation, or purchase of tools or equipment.
- Projects designed solely for the production of fuelwood.

## Application Process

The Forestry Assistance Grant Application criteria are listed in Appendix A. Scoring of applications will be based solely on the material presented by project proponents in their application. **In addition, items listed in Appendix C should be submitted at time of application.**

## The Grant Review Process

Project applications will be reviewed and scored independently by several Forestry Assistance Program staff. These individuals may or may not be familiar with your organization, past work or geographic grant area. To avoid any sort of bias, grant reviewers are instructed that nothing can be considered for project application prioritization if it is not represented on the application or supporting documentation.

## Project Application Review

CAL FIRE will review the applications for completeness and the ability to achieve the objectives of the program. Projects will be prioritized using a predetermined set of criteria that are consistent with these grant guidelines and the highest priority projects will be funded. Any needed modifications to your project and/or revisions to the application package will be discussed after grant applications are prioritized and grant award notifications are made.

Upon receipt of a complete project application package, CAL FIRE shall review it for conformance with the specific funding requirements and this Grant Guideline. Please see applicable section in this document for scoring criteria.

If the project application is found incomplete in a material way or the proposed project is not eligible for a grant, the applicant will be informed that the project application is ineligible. Only

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when a project application package is complete will CAL FIRE staff record the project application package for prioritization.

Approximately within one month after the close of the application period, CAL FIRE will announce the successful applications. CAL FIRE may post a summary of all applications received after funding awards have been made on the Wildfire Resilience web page at the following link:

[Welcome to Wildfire Resilience \(ca.gov\)](#)

OR

<https://www.fire.ca.gov/programs/resource-management/resource-protection-improvement/wildfire-resilience/>

Approximately 30 days after the announcement of the successful applications CAL FIRE will issue the grant agreements.

Request for Record Review:

Within ten days of the receipt of notice that the application has been denied the applicant may request that the Director of CAL FIRE personally reconsider the decision of rejection. The request shall identify the applicant and the proposed project and shall briefly state the applicant's reasons for requesting reconsideration. The Director shall consider the application and all the correspondence from interested parties in reviewing the decision.

Final Decision by the Director of CAL FIRE:

If the Director finds that the decision to reject the application conforms to these guidelines, the Director shall uphold the decision. If the Director finds that the decision to reject the application does not conform to these guidelines or the Act, the Director may approve the application.

## Grant Administration

The grant period begins on the last date of signature after CAL FIRE and the grantee have both signed the completed grant agreement. All grant project funding will remain active until March 31, 2026. The Grantee can exercise an earlier closing period if necessary. CAL FIRE will notify grantees when they may begin awarding funding to individual forest improvement projects. All individual forest improvement projects must be completed before the expiration of the grant agreement.

CAL FIRE will maintain the grant agreement documentation and monitor the agreement to ensure compliance with all provisions. The grantee will review and approve all individual forest improvement project invoices. CAL FIRE may request to review these individual invoices at any time.

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## Grant Agreement Amendments

A grantee wishing to change the scope of work or budget of an approved project shall submit the proposed change via official letter, on organizational letterhead, to the Wildfire Resilience Program Analyst. Minor changes can typically be approved by the Regional Forestry Assistance Specialist. More significant changes may require a grant agreement amendment. Grant agreement amendments may be allowed, at the sole discretion of CAL FIRE, for changes to the scope of work or the project budget. Any budget item increase or decrease by 10% or more of that item will require a grant amendment. The total amount awarded to the grantee can never be increased during the grant period for any reason, nor can the project end date be extended beyond March 31, 2026.

All correspondence relating to grant projects must have the grant agreement number featured prominently and be dated.

## Recognition of Funding Source

Grantees will include signage, to the extent practicable, informing the public that the project received funds through CAL FIRE by authority of Senate Bill 170-Budget Act of 2021. Recognition of funding under this program extends to publications, websites, and other media-related and public-outreach products.

## Project Reporting

Grantees shall report on all projects quarterly unless otherwise notified. The reporting shall be for the periods ending: September 30, December 31, March 30, and June 30. Reporting shall be due the end of the month following the reporting period: October 31, January 31, April 30, and July 31. See Appendix E for specific information that is to be reported on. Progress reports must also be submitted with every invoice.

Reporting shall follow the format provided by CAL FIRE. These records must be retained for at least 3 years after the completion of the project. Refer to "State Audit" section below. All projects will be required to track the metrics listed in Appendix E until project closeout.

## Project Inspections

The Regional Forestry Assistance Specialist (FAS) (Appendix G) assigned to a grant project will conduct necessary inspections for the individual forest improvement projects. Forestry Assistance Specialists may inspect a subset of completed project areas in order to determine that the project was completed as per the agreement. This inspection may occur at any time when an invoice is submitted from the grantee. It is important that the grantee contact the FAS with enough advance timing in order for the FAS to complete any needed inspection in a timely manner. Our intention is NOT to stall the reimbursement timing. CAL FIRE understands that this aspect will be critical to maintain financial security for the grantee and we will make every effort to prioritize these inspections. The intensity, or sample size, of inspections by the Department, will vary by project type, scope of work, and timeline of the project to be carried out. At a minimum, there will be an initial meeting after the grant is in place and prior to distributing funds.

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## Grant Payments

Payments will be made by CAL FIRE to the Grantee on a reimbursement basis. No work prior to, or after the grant period will be reimbursable. Grantees should have adequate cash flow to begin the project. If progress payments are desired, each invoice must be accompanied by a progress report. Grantees may submit invoices to no more frequently than monthly. CAL FIRE will reimburse all expenses upon receipt of an acceptable invoice. Reimbursement will require a site inspection from the grantee prior to payment processing, and this inspection will serve to monitor whether the project was successful and implemented pursuant to the project description. Paid vendor receipts, payroll documents, other back-up documentation of expenses, matching tracking, and a progress report or final report shall accompany all requests for payment. CAL FIRE will randomly sample individual landowners' projects to verify project completion. CAL FIRE will reimburse the Grantee for all approved eligible costs under the terms of the agreement.

Contact the Wildfire Resilience Program Analyst for a copy of the Required Invoice Format for reimbursement (or advancement of funds). A Grantee should allow a minimum of 45 days after a complete billing package is received payment to be issued. Incomplete billing packages will be returned or additional information will be requested, and will delay processing. CAL FIRE does not consider a billing package complete until all documentation and reporting that is needed to process the billing is received.

A final invoice must be received by CAL FIRE no later than 30 days after the grant period expires.

## Advance Payments

Advance payments may be considered for eligible entities and are solely at CAL FIRE's discretion. An [Advance Payment Request Form](#) must be submitted identifying how funds may be used over a six-month period. No single advance payment shall exceed 25% of the total grant award. An [accountability report](#) must be submitted to CAL FIRE every four months after receiving the advance until the funds have been fully utilized. Advances should be fully utilized within a six-month period unless additional time is approved by CAL FIRE. No additional advances may be requested until acceptable documentation is received by CAL FIRE that the previous advance has been fully exhausted on eligible expenses.

## Loss of Funding

In addition to all rights and obligations conveyed in the Grant Agreement, the following are examples of actions that may result in a Grantee's loss of funding:

- Grantee withdraws from the grant program.
- Grantee fails to complete the funded project scope of work.
- Grantee fails to submit all documentation within the time periods specified in the Grant Agreement.
- Grantee fails to submit evidence of CEQA compliance prior to start of project activities and/or within one year of the execution of the grant agreement.
- Grantee changes the project scope or budget without concurrence of the State.
- Grantee fails to achieve the benefits they described in their application.

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- Grantee fails to comply with the terms of the grant agreement unless such failure was due to no fault of the grantee, hereunder discretion of the State.

## Accounting Requirements

The Grantee shall maintain an accounting system that accurately reflects fiscal transactions, including matching funds, with the necessary controls and safeguards. This system shall provide an audit trail, including original source documents such as receipts, progress payments, invoices, time cards, etc. The system shall also provide accounting data so the total cost of each individual project can be readily determined. These records shall be retained for a period of not less than three years after final payment is made by the State. Avoid audit exceptions – keep accurate records.

## State Audit

Upon completion of the project, the State may audit the project records. A project is considered complete upon receipt of final grant payment from the State. The purpose of the audit is to verify that project expenditures were properly documented. The audit would be requested by the State after the final payment request has been received and all project transactions have been completed.

If a project is selected for audit, the grantee will be contacted at least 30 days in advance. The audit should include all books, papers, accounts, documents, or other records of the Grantee, as they relate to the project for which State funds were granted. Projects may be subject to an audit at any time over the project life.

In an effort to expedite the audit, the recipient shall have the project records, source documents, and cancelled warrants readily available. The Grantee shall also provide an employee having knowledge of the project and the accounting procedure or system to assist the State auditor. The Grantee shall provide a copy of any document, paper, record, or the like as requested by the State auditor.

All project records must be retained by the Grantee for a period of not less than one year after the State audit or after final disposition of any disputed audit findings. Grantees are required to keep source documents for all expenditures related to each grant for at least three (3) years following project completion and one year following an audit.

## Grant Suspension or Termination

If the Grantee fails to perform in accordance with the provisions of the enacted agreement, CAL FIRE retains the right, at its sole discretion, to either interrupt or suspend the work for which the monies are supplied or to terminate the agreement entirely. Grantee may also request termination of their grant agreement with 30 days written notice.

## Repayment of Grant Funds

In addition to the State's rights to terminate provided in the Grant Agreement, the State may terminate the grant at any time if it learns of or otherwise discovers that there are allegations supported by reasonable evidence that the grantee has violated any local, state or federal law or policy which affects performance of this or any other grant agreement or contract entered into with



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the State. If a grant is terminated, the grantee may be required to fully or partially repay previously reimbursed grant funds.

## Grant Monitoring

Upon completion of the work as described in the agreement, the Regional Forestry Assistance Specialist will conduct an inspection to verify if the project was successful and implemented pursuant to the project description. This inspection is also required before the project applicant can be reimbursed the cost share funds encumbered to complete the project. Grant monitoring will consist of a random sampling of project sites where inspection of documentation, delivery of assistance or other financial auditing may occur. The Forestry Assistance Specialist may need to contact individual landowners for information.

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# Application Scoring Criteria

## ***Project Scoring (100 points possible):***

### **Span of Project Benefits: 30 Points**

- Extent of total acreage where project activities will occur. (10 points)
- Number of landowners benefitting from landowner assistance. (10 points)
- Number of landowners benefitting from technical assistance (Goal 1.11). (10 points)

### **Project Quality: 30 points**

- The degree to which the project effectively reaches the intended audience, such as outreach with outside partners and workshops. (Goals 1.10 and 1.12) (15 points)
- The degree to which the project is planned and organized based on a community-driven process or is based on community identified needs such as a Community Wildfire Protection Plan or establishment of an Emergency Forest Restoration Team (EFRT, Goal 1.14) (10 points)
- The degree to which the project will have a technical assistance component that encourages long term education and management of forest resources on private lands. (Goal 1.11) (5 points)

### **Eligible Project Costs: 30 Points**

- **Estimated Project Costs** (15 points)
  - Overall project costs as compared to overall benefit.
  - Landowner payments to a contractor performing any of the approved practices.
  - Landowner costs associated with the purchase of materials such as seedlings, fuel for chainsaws or chippers, etc. Does not include the purchase of landowner equipment.
- **Cost Share** (5 points)
  - Percentage of cost share (Goal 1.13)
- **Administrative costs** (10 points)
  - Administrative costs directly related to the implementation of the project are eligible, but must be justified and should be included in the accounting for provision of technical assistance.

### **Disadvantaged Communities / Severely Disadvantaged Communities: 10 Points**

- **Percentage based approach of individual projects within DAC/SDAC**
  - Individual projects must be entirely within a DAC/SDAC to count towards the percentage-based approach.

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# Appendix A – Forestry Assistance Grant Application

## Online Application Process

CAL FIRE is moving the grant application process for new grants to an online platform, eCivis. The eCivis online grant application process for the Wildfire Resilience Block Grants can be found at the following web location:

[Welcome to Wildfire Resilience \(ca.gov\)](#)

OR

<https://www.fire.ca.gov/programs/resource-management/resource-protection-improvement/wildfire-resilience/>

**In general, the application will require the following, however, please visit the web link above to insure all necessary items have been covered:**

### Project Information

- Project Title
- Brief project description
- County(ies)
- Project latitude and longitude (central to project area)
- Project start and end dates
- Funding request
- Total project cost (including matching funding estimate)
- Relevant Maps (pdf) and GIS shape file

### Organization Information

- Organization name
- Organization type
- Is the organization a 501(c)(3)?

### Project Manager Information

- Title
- Name
- Address
- Phone
- Email

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**Scope of Work, Project Timeline & Budget**

- Scope of work to include region of focus, estimated number of acres and landowners reached, type of technical assistance provided, type of financial assistance to be provided, who will be doing the work, contractors to be hired, how CEQA will be addressed.
- Budget to include the full range of funding needs. Please provide budget categories for personnel, contractual, indirect expenses, cost share amount and source, and financial assistance to landowners.

**Please use the Budget Form on the online eCivis platform. See Appendix B below.**

**Disadvantaged and Severely Disadvantaged Communities (DAC/SDAC)**

CAL FIRE will define DAC/SDAC as follows:

“Disadvantaged community” means a community with a median household income less than 80 percent of the statewide average.

“Severely disadvantaged community” means a community with a median household income less than 60 percent of the statewide average.

For locating DAC and SDAC areas, please use the following mapping tool:

Community FactFinder: [Parks For All Californians](#)

\*Please note that individual projects must be entirely within these areas to count as being “within a DAC or SDAC”, including applications that will utilize the percentage-based approach. If any part of a project area is not entirely within a DAC or SDAC, then the individual project area must be considered outside of these areas. This applies only to individual project areas such as individual land ownerships or projects within a larger land ownership.

Applicants can provide estimates for percentages of individual projects that are expected to occur within the geographic area of the applicant. Applicants that choose to provide an expected percentage shall briefly describe their process of determination of the estimated individual projects.

**Matching Sources of Funding**

- If applicable, list any sources/grant programs that will serve as matching funds for this project. It is understandable if the source of matching funding is estimated and intended to come from private, participating landowners.

**Local & State Compatibility**

- Identify if any planning documents would be supported if this project is implemented. Examples include local CAL FIRE Unit Fire Plans, Community Wildfire Protection Plans, California Forest Carbon Plan, or other.

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- Identify the contact(s) at the local CAL FIRE Unit(s) that has/have been briefed on this proposed project. Please include any letter of support or other correspondence from the appropriate CAL FIRE administrative UNIT
- Is the project an identified priority of the regional prioritization groups of the Forest Management Task Force (FMTF), Regional Forest and Fire Capacity Program (RFFCP), and/or other collaborative forest restoration groups?
- Letter of support - Please include any letters of support.

**Collaboration/Partnerships**

- List your project partners including:
  - Name
  - Title
  - Affiliation
  - Role in project
- Include any letters of commitment as appropriate.

**Administrative Capacity and Past Forest Management History**

- Please specify the annual operating budget of the applying organization.
- Please prepare a Statement of Qualifications limited to one page in 11 point font or greater. The Statement of Qualifications (SOQ) should detail the applicant's ability to complete the project as proposed, identify the resources (staff, partners, contractors) intended to complete the tasks described in the work plan, and explain applicant's expertise or experience completing similar forest management projects.

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## Appendix B - Eligible Costs and Sample Budget

Use the below items as references while filling in the budget for the concept proposal. The project application Sample Budget below will be provided to and required of those with successful concept proposals that are invited to submit a project application.

### **Eligible Costs and Documentation Requirements**

Project costs must be consistent with the approved project proposal and incurred during the performance period as specified in the grant agreement. Project elements that do not produce a direct GHG benefit (e.g., education, research, planning, etc.) must be linked with on-the-ground activities that do, or they will not be eligible costs.

#### **Salaries and Wages:**

Eligible Cost - Salaries and wages of employees employed by the grantee who are DIRECTLY engaged in the execution of the grant project. Limited to actual time spent on the grant project. Examples of expenditures would be time related to site visits, project monitoring, and completion of reporting related to the grant project. Staff time related to accounting, business services, etc. are allowed only if those functions are not included in the grantee's overhead cost. Cost of employee leave (vacation, sick) is eligible only if the employee is working 100% on the grant. Lump sum payment of accrued leave balance is only eligible for reimbursement if the employee was hired for the sole purpose of working on the grant. Volunteer rates for matching funds purposes can be found at the following website:

[Value of Volunteer Time.](#)

OR

<https://independentsector.org/value-of-volunteer-time-2021/>

Required Documentation - Timesheets or similar documentation detailing days and hours worked on the project. Payroll documentation should show a nexus between time worked on the project and wages paid to the employee after the fact.

#### **Benefits:**

Eligible Cost - Employer contribution share of fringe benefits associated with employees (paid from salaries and wages Budget Item) who are directly engaged in the execution of the grant project. This will include Social Security, Medicare, Health Insurance, Pension Plan costs, etc. as applicable for the specific employee.

Required Documentation - Same documentation as Salaries and Wages. Payroll documentation showing wages and hours paid to the employee and associated fringe benefits.

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**Contractual:**

Eligible Cost - Direct consultant and contractual services necessary to achieve the objectives of the grant. Examples of contractual costs will be RPF supervision/certification, GHG verification contractor, etc. Procurement of contractual services should be documented to ensure selection on a competitive basis and documentation of cost analysis.

Required Documentation - Invoices from Consultant/Contractor identifying expenditure, services performed and period of services. Documents related to consultant/contractor selection analysis shall be kept by the grantee but available for audit purposes.

**Supplies:**

Eligible Cost – Supplies that are used in the direct support of the project are allowable. Supplies exceeding \$500 per unit cost shall be documented to ensure procurement of supplies on a competitive basis and documentation of cost analysis.

Required Documentation - Receipts identifying items purchased, cost and date of purchase. Documentation related to cost analysis of procurement of supplies exceeding \$500 shall be kept by the grantee but available for audit purposes.

**Travel:**

Eligible Cost – Travel cost associated with travel to and from project sites, meetings, etc. directly related to the grant project and must be considered reasonable and necessary for the completion of the project. Reimbursement rates shall be consistent with the grantee's written travel policy.

Absent a written policy, per diem shall not exceed the California Standard Per Diem Rate allowable by the U.S. General Services Administration ([US General Services Administration Per Diem Rates Look-Up](#)). Mileage rates shall not exceed the rates allowable by IRS ([IRS Standard Mileage Rates](#)).

Required Documentation - Receipts identifying travel cost (i.e. lodging, rental cars). Mileage must be documented by either employee travel claims that are signed by the employee or vehicle mileage logs for vehicles owned by the grantee. Per Diem must be documented by employee travel claims. Grantee may be requested to provide a copy of their written travel policy.

**Equipment:**

Eligible Cost – Not permitted under this grant opportunity.

**Other:**

Eligible Cost - Other costs that do not fit in any of the above categories. Costs must be directly related to the grant project. Costs such as rent, utilities, phones, general office supplies, etc. that must be apportioned to the grant are considered indirect costs unless written justification is submitted and approved by CAL FIRE.

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Required Documentation - Invoices or receipts identifying the item and cost charged to the grant.

**Indirect Costs (All entities):**

Eligible Cost - Indirect costs are capped at 12% of CAL FIRE share of the budget.

Required Documentation - Applied on a percentage (%) basis on direct costs. 12% is the maximum allowable indirect cost.

**PROJECT APPLICATION SAMPLE BUDGET**

Similar to the online grant application process, the sample budget template is also built into the online eCivis program. The online budget template can also be located in within web links imbedded at the following location:

[Welcome to Wildfire Resilience \(ca.gov\)](#)

OR

<https://www.fire.ca.gov/programs/resource-management/resource-protection-improvement/wildfire-resilience/>



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## Appendix C - Required Forms

Note: The following forms will be required if a project is chosen for funding.

**Standard Forms:**

- Payee Data Record form (STD. 204): The STD. 204 form indicates that local government entities do not need to fill it out. CAL FIRE utilizes this form internally for all grantees, so it is required that all applicants fill it out. Payee Data Record (STD 204 form) Counties may submit a W-9 form in lieu of a Std. 204 form.
  - Nondiscrimination Compliance Statement form (STD. 19):  
Nondiscrimination-Compliance Statement form (STD 19 form)
  - A Drug-Free Workplace Certification form (STD. 21):  
A Drug-Free Workplace Certification form (STD 21 form)
  - Articles of Incorporation or IRS Letter of determination verifying 501(c)(3) non-profit status (Non-profit entities only)
- 
- The following resolution shall be prepared by the grantee if chosen for funding:

**STATE OF CALIFORNIA  
Department of Forestry and Fire Protection**

**Resolution**

**(Additional Note: Do Not Deviate From This Verbiage.)**

Resolution No.: \_\_\_\_\_

**RESOLUTION OF THE \_\_\_\_\_ (Title of Governing Body/City Council/ Board of Supervisor/Board of Directors) OF \_\_\_\_\_ (City/County/District/non-profit)**

For Funding From Wildfire Resilience and Forestry Assistance Grant Program Entitles, "(Title of Project \_\_\_\_\_)", As funded through Senate Bill – 170 Budget Act of 2021.

WHEREAS, the State Department of Forestry and Fire Protection has been delegated the responsibility for the administration of the program within the State, setting up necessary procedures governing application by local agencies and non-profit organizations under the program, and

WHEREAS, said procedures established by the State Department of Forestry and Fire Protection require the applicant to certify by resolution the approval of application before submission of said application to the State; and

WHEREAS, the applicant will enter into an agreement with the State of California to carry out an urban and community forestry project;

Now, Therefore, be it Resolved that the **(Title of Governing Body):**

1. Approved the filing of an application for TBD grant program funds; and
2. Certifies that funds under the jurisdiction of **(Name Governing Body Here)** are available to begin the project.
3. Certifies that said applicant will expend grant funds prior to March 31, 2026.
4. Appoints **(title and/or designee)** as agent of the **(Governing Body)** to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, amendments, payment requests, etc., which may be necessary for the completion of the aforementioned project.

**Approved and adopted the \_\_\_(day)\_\_\_ day of \_\_\_(month)\_\_\_, 20\_(year)\_\_. I, the undersigned, hereby certify that the foregoing Resolution, number \_\_\_\_\_ was duly adopted by the following roll call vote: (City Council, Board of Supervisors, Board of Directors, etc.)**

Ayes: \_\_\_\_\_ Noes: \_\_\_\_\_ Absent: \_\_\_\_\_ \_\_\_\_\_(Clerk Signature)

STATE OF CALIFORNIA  
Department of Forestry and Fire Protection

## Appendix D - Explanation of Terms

**Agreement** - A legally binding agreement between the State and another entity.

**Amendment** - A formal modification or a material change of the agreement, such as term, cost, or scope of work.

**Application** - The term "Application" means the individual application form identified as Attachment A and its required supporting attachments for grants pursuant to the enabling legislation and/or program.

**Appropriation** - A Legislative budget authorization from a specific fund to a specific agency or program to make expenditures or incur obligations for a specific purpose and period of time.

**Authorized Representative** - The designated position identified by the resolution as the agent to sign all required grant documents including, but not limited to, Grant Agreements, Application forms (Attachment A) and payment requests.

**CEQA** - The California Environmental Quality Act as stated in the Public Resources Code Section 21000 et seq.; Title 14 California Code of Regulations Section 15000 et seq. CEQA is a law establishing policies and procedures that require agencies to identify, disclose to decision makers and the public, and attempt to lessen significant impacts to environmental resources that may occur because of the agency's proposed Project. For more information refer to [CEQA: California Environmental Quality Act](#).

**Co-benefit** - Benefit, other than GHG emission reductions, that results from GGRF investments. Co-benefits may be environmental, social, or economic.

**Consultant Services** - Services which provide a recommended course of action or personal expertise, such as accounting, consulting environmental professionals, etc.

**Contractor** - An entity contracting with the grantee for services and generally receives a Form 1099 for tax purposes.

**Employee** - Individuals employed directly by the grantee and generally receives a W-2 for tax purposes.

**Encumbrance** - A commitment of funds guaranteeing a source of payment for a specific agreement.

**Execution of an Agreement** - The act of signing an agreement, which provides a legal basis for required performance by parties to the agreement.

**STATE OF CALIFORNIA**  
**Department of Forestry and Fire Protection**

**Fish and Wildlife Habitat Improvements** - Measures designed to protect, maintain, or enhance fish and wildlife habitat including, but not limited to, stream clearance, reestablishment of desirable vegetation along stream channels and elsewhere, measures to encourage habitat diversity, restoration of anadromous fisheries, and forest road repair and upgrading that protect, maintain, or enhance fish and wildlife habitat.

**Follow up** - Forest resource improvement work necessary to promote the survival of seed or seedlings planted, or protection or enhancement of other work undertaken, as part of a prior forest resource improvement project.

**Forestland** - Land at least 10 percent occupied by trees of any size that are native to California, including native oaks, or formerly having had that tree cover and not currently zoned for uses incompatible with forest resource management.

**Indirect Costs** - Expenses of doing business that are of a general nature and are incurred to benefit at least two or more functions within an organization. These costs are not usually identified specifically with a grant, Grant Agreement, Project or activity, but are necessary for the general operation of the organization. Examples of Indirect Costs include salaries and benefits of employees not directly assigned to a Project; functions such as personnel, business services, information technology, janitorial, and salaries of supervisors and managers. Indirect costs may only be applied at a maximum of 12% of direct costs within the agreement.

**Management Plan** – “Management Plan” means a long-term forest and land management plan submitted to the director pursuant to Section 4799.

**Minor Equipment** - Purchase of any equipment is not allowed under this grant.

**Modification** - An agreement modification is an informal agreement that moves dollars in the line item and task budgets not to exceed 10% of the budget line item, changes deliverable due dates, or makes a minor change in the work in accordance with the intent of the legislation. It does not require a formal amendment of the grant agreement.

**Non-Profit Organization** - Any California corporation organized under Sections 501(c)(3) of the Federal Internal Revenue Code. A letter of determination certifying non-profit status will be required prior to project approval.

**Operating Expenses (Direct Cost)** - Any cost that can be specifically identified as generated by and in accordance with the provisions or activity requirements of the agreement.

**Personnel Services** - This budgeted amount includes salaries and benefits for wage earning personnel employed by the grantee/contractor (not a subcontractor) and working on the project.

**Project Performance Period** - The period of time described in the Project Scope of Work when costs may be incurred. Only Eligible Costs incurred during the Project Performance Period will be paid by the State.

**STATE OF CALIFORNIA**  
**Department of Forestry and Fire Protection**

**Project** - The term "Project" means the activity or work to be accomplished utilizing grant funds and match (if applicable).

**Project Scope of Work** - The term "Project Scope of Work" as used herein defines the individual scope of work or activity describing in detail the proposed tasks identified as described in enabling legislation and in the concept proposal and/or project proposal.

**Project Budget Detail** - The term "Project Budget Detail" as used herein defines the proposed detailed budget plan identified in Appendix B.

**STATE OF CALIFORNIA**  
**Department of Forestry and Fire Protection**

## Appendix E - Grantee Reporting

A single modified reporting form will be developed for these grant projects. Instructions for the form will be distributed to grantees. The reporting dates shall be for the periods ending: September 30, December 31, March 30, and June 30. Information to be submitted include, but are not limited to:

### Financial

- Grant funds expended for the reporting period, and to date for the grant.
- Matching funds expended for the reporting period and to date for the grant.
- Total funds expended for the reporting period and to date for the grant.

### Activity Description

- Project location(s) - Project location(s) in the form of (1) a topographic map containing a north arrow, legend, map scale, project location county name and Assessor's Parcel number and (2) an ESRI shapefile (Zipped folder, will all files .shp, .shx, .prj, etc) polygon feature that depicts the outer footprint boundaries of the area on which treatment activities has been completed. The shapefile shall depict the actual project treatment area and shall be detailed/accurate enough that the GIS calculated acreage deviates from the invoiced acreage by no more than 5%.
- Provide a detailed description of the practice(s) pertinent to your project. The description should include what progress has been made for the reporting period and to date for the grant. Eligible practices under this grant include:
  - Forest Management Planning
  - Technical Assistance
  - RPF Supervision
  - Site Preparation
  - Tree Planting - describe the number of trees planted, location planted, and species.
  - Tree Protection
  - Timber Stand Improvement
  - Pruning
  - Follow-up
- Acres treated and/or planted

### Grant Products

- Representative project photos and/or maps.

**These records must be retained for at least 3 years after the completion of the project.**  
**All projects will be required to track the above metrics until project closeout.**

**STATE OF CALIFORNIA**  
**Department of Forestry and Fire Protection**

# Appendix G - CAL FIRE Forestry Assistance Specialist Contact list

Regional Forestry Assistance Specialists (F.A.S.) are available to answer any questions you may have. Below is a list of Forestry Assistant Specialists with their respective contact information, and designated county:

<https://www.fire.ca.gov/media/trjncbme/contact-a-cfip-forest-advisor.xlsx>

GRANT NUMBER 8GA21903  
PLACER COUNTY RESOURCE CONSERVATION DISTRICT  
PLACER COUNTY COORDINATED FUEL BREAK

ADDENDUM – WILDFIRE RESILIENCE GRANT PROJECTS

**I. PROGRAM ACKNOWLEDGEMENT/RECOGNITION**

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

*“Funding for this project provided by the California Department of Forestry and Fire Protection’s Wildfire Resilience 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.



Partner name: Placer County RCD

Date: 12/16/2021

**Wildfire and Forest Resilience Task Force – Non-Industrial Private Landowner Work Group**

**Concept Proposal**

**Forest Resiliency and Recovery Partner Grants**

**Instructions:** Provide brief info regarding your projects(s) and proposal. Preferably, each project has its own Concept Proposal. Include information on how the project addresses the purpose of the grant to provide forestry technical assistance (TA) and implement forest management work on non-industrial private forestlands (NIPFs). Address how the project would reduce wildfire hazards, improve forest health and wildfire resiliency, and restore forests damaged by recent wildfires and pests. Describe whether the project helps CAL FIRE, NRCS-CA, and FSA field offices in furthering their CFIP, EQIP and EFRP forestry programs.

### **Project Title**

Placer County Coordinated Fuel Break

### **Project Abstract**

*Describe the general project location, types and purposes of assistance provided, specific areas targeted for vegetation treatment.*

The proposed project is a continuation of the Placer County Coordinated Fuel Break (PCCF) in Applegate, CA. This project is currently funded under a CAL FIRE CCI Grant (5GG18115). Applegate lies on the I-80 corridor west of the North Fork American River canyon and is one of the numerous communities located within Placer County's wildland-urban interface. The PCCF is strategically located to protect these communities in the event of a catastrophic wildfire and was designed to eventually connect with the North Fork shaded fuel break, which will stretch from Colfax to Auburn. The RCD has worked closely with CAL FIRE to determine priorities for fuels treatment within the unit, and the PCCF addresses two areas of concern for fuels reduction listed in the latest Placer County Community Wildfire Protection Plan for the Placer Sierra Fire Safe Council. RCD's interactions with Fire Safe Councils in the area indicate that the public has a strong preference to see additional treatments on strategic fuel breaks to maintain their effectiveness.

The project spans three private ownerships, and Placer RCD has worked hard to build trust and create relationships with these landowners. The parcels support a diversity of forest types, including white oak woodland, black oak/live oak woodland, riparian willow, foothill/ponderosa pine, and mixed conifer. Significant work has already been done within the project footprint, including handwork/chipping, piling, mastication, herbicide, and grazing. Grant funding will be used to widen the existing fuel break and perform fuel break maintenance in the form of hand work, tree and brush removal, chipping, pile burning, targeted grazing, and herbicide. Continued fuels reduction in this area will improve forest health by lowering stem count and allowing residual trees to take advantage of available resources. This will allow residual trees to better fend off diseases, including bark beetle, that have become prevalent in the area due to recent drought conditions. Additional treatments within the shaded fuel break will ensure that ladder fuels are kept in check, especially in those areas where French and Scotch broom have a strong presence. The modification of fuels through this project will help lower fire severity/intensity and will provide safer ingress/egress for suppression resources in the event of a catastrophic wildfire.

### **Certification of CEQA/NEPA Readiness**

*Describe status of environmental review processes and whether necessary biological and archaeological reviews have been completed.*

Partner name: Placer County RCD

Date: 12/16/2021

A Notice of Exemption for project activities was filed on December 17, 2020. An archaeological survey of the project area was conducted by Sonoma State University in August of 2020, and the RCD conducted tribal consultation in October of 2020. All biological review has been completed.

### Partner Engagement and Associated Contributions

*Describe relationship of Partner to sub-grantees, other partners participating with grantee projects, and other contributions to the proposal.*

Placer RCD works closely with local CAL FIRE representatives to track project progress and discuss ideas for efficient project implementation. The California Conservation Corps has committed two crews to work on invasive species removal, pile construction, and burn unit preparation within the project footprint. The RCD partners closely with the private landowners within the fuel break footprint to inform them of project activities and ensure that both fuels reduction and the landowners' individual goals (species composition, aesthetics, etc.) are achieved. Landowners are heavily involved in the process, and RCD communicates each management decision with the intent of guiding them towards future efforts that will maintain the fuel break. The RCD is currently planning a prescribed burn within the fuel break footprint through another CAL FIRE-funded grant with the intent of familiarizing landowners with using prescribed fire as a fuel break maintenance tool.

In addition, Placer RCD works closely with the California Association of Resource Conservation Districts (CARCD) through the Regional Conservation Partnership Program (RCPP), which aids landowners with significant conifer mortality in the Sierra Nevada region. RCD has participated in multiple workshops through the CARCD Forest PACE program – these have been useful for many aspects of fuel break implementation, including CEQA and strategies for working with private landowners.

### Deliverables

*Describe type, amounts, by each year.*

By 12/31/2022 – Hand work and chipping on adjacent acreage to widen the fuel break (approx. 25 acres total) will be complete. Hand work and chipping to remove additional trees/brush and widen tree spacing within areas cut in 2021 will be complete. Removal of beetle-killed trees within project footprint will be complete (with some left for wildlife).

Maintenance in the form of grazing, herbicide, or hand work/chipping/pile burning will occur as needed over a 3 year period from June 2022 to January 2025, as funds allow.

### Budget Request

*Describe amount by year and general type budget category (direct cost for personnel, contracts etc.)*

<b>Budget Category</b>	<b>Year</b>	<b>Amount Requested</b>
Contractual – fuels reduction on additional 25 acres	2022	\$75,000
Contractual – fuels reduction and fuel break maintenance	2022-2025	\$166,400
Employee Wages & Benefits	2022 – 300 hrs Allison, 40 hrs Cordi 2022-2025 – 120 hrs Allison, 40 hrs Cordi	\$27,570

Partner name: Placer County RCD

Date: 12/16/2021

Equipment	All	\$1000
Mileage	2022 – 800 miles 2023-2025 - 1000 miles	\$1000
Indirect @ 12%	N/A	\$32,516
10% Match – In Kind/Cash	All. Includes cash match from RCD plus volunteer landowner time	\$27,097
	<b>TOTAL</b>	<b>\$330,583</b>

### Map

*Illustrate the general project location, specific areas targeted for treatment, and the respective land ownership. Include features pertinent to proposed project: waterbodies, forest or habitat types, roads or other infrastructure, or fuel risk ratings. If needed, include additional maps of the project area or treatment locations.*

See attached map.

Tracking #: WFRTF block grant-Placer RCD

**Project Budget**

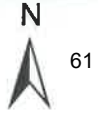
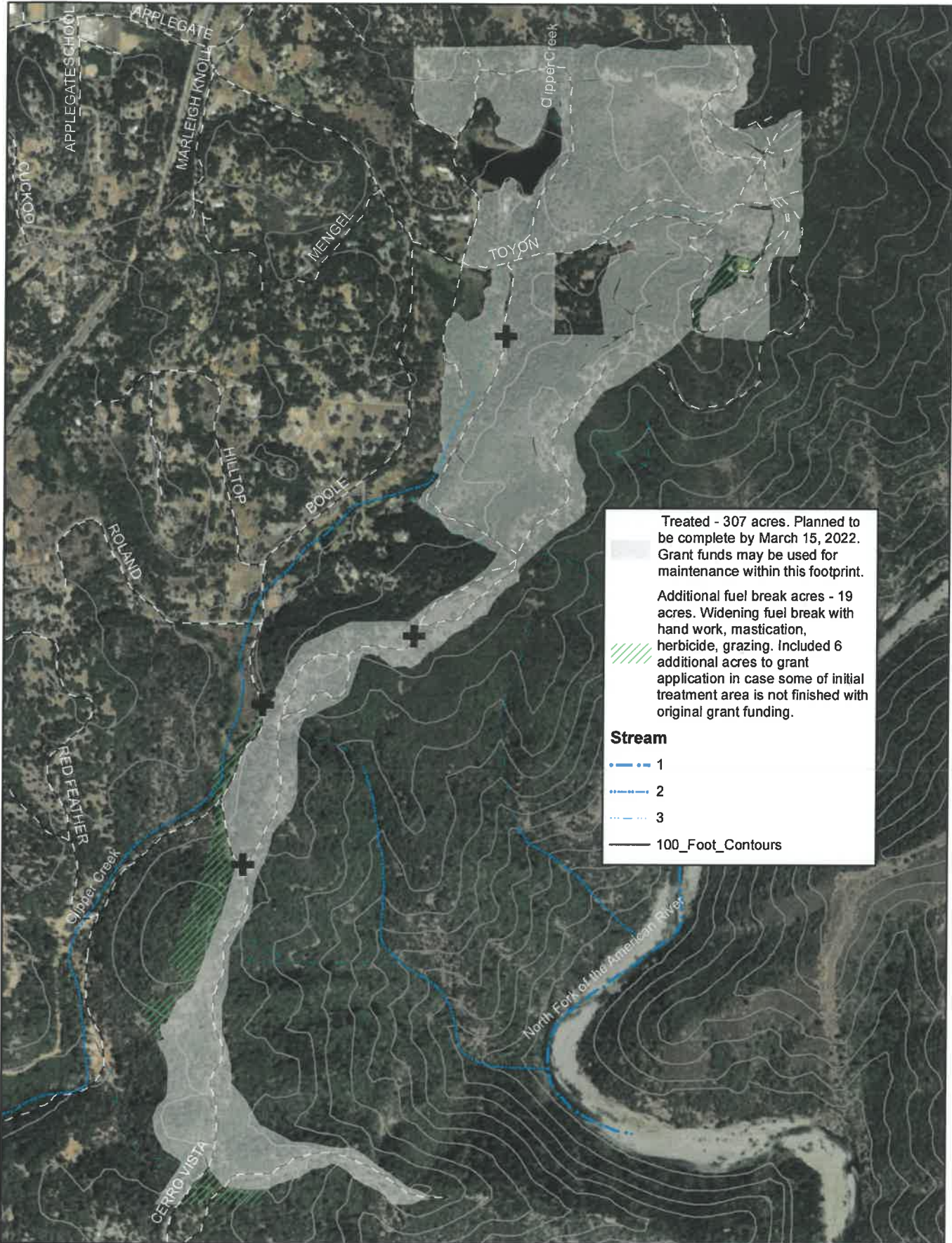
Project Name: Placer Co. Coordinated Fuel Break

Budget Category	Item Description	Cost Basis			Cost Share (%)			Funding Source (\$)			Total (\$)
		Quantity	Units	Cost/Unit	Grant	Grantee	Partner	Grant	Grantee	Partner(s)	
<b>A. Salaries and Wages</b>											
	Project manager/coordinator(s)	500	Hours	\$ 41	100%	0%	0%	\$ 20,500	\$ -	\$ -	\$ 20,500
		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:							\$ 20,500	\$ -	\$ -	\$ 20,500
<b>B. Employee Benefits</b>											
	Project manager/coordinator(s)	500	Hours	\$ 15	100%	0%	0%	\$ 7,500	\$ -	\$ -	\$ 7,500
		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:							\$ 7,500	\$ -	\$ -	\$ 7,500
<b>C. Contractual</b>											
	Fuels reduction	1	Each	\$ 241,400	100%	0%	0%	\$ 241,400	\$ -	\$ -	\$ 241,400
	Fuels reduction (RCD/landowner)	1	Each	\$ 27,097	0%	50%	50%	\$ -	\$ 13,549	\$ 13,549	\$ 27,097
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Acres	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Miles	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
	Sub-Total Contractual:							\$ 241,400	\$ 13,549	\$ 13,549	\$ 268,497
<b>D. Travel &amp; Per Diem:</b>											
	mileage	1	Each	\$ 1,000	100%	0%	0%	\$ 1,000	\$ -	\$ -	\$ 1,000
		0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
	Sub-Total Travel & Per Diem:							\$ 1,000	\$ -	\$ -	\$ 1,000
<b>E. Supplies</b>											
	forestry supplies	1	Each	\$ 570	100%	0%	0%	\$ 570	\$ -	\$ -	\$ 570
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
	Sub-Total Supplies:							\$ 570	\$ -	\$ -	\$ 570
<b>F. Equipment</b>											
		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:							\$ -	\$ -	\$ -	\$ -
<b>G. Other Costs</b>											
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
	Sub-Total Other Costs							\$ -	\$ -	\$ -	\$ -
<b>Total Direct Costs</b>								\$ 270,970	\$ 13,549	\$ 13,549	\$ 298,067
Indirect Costs (Exclude Equipment)								12%	\$ 32,516		\$ 32,516
<b>Total Project Costs</b>								\$ 303,486	\$ 13,549	\$ 13,549	\$ 330,583
Less Program Income								\$ -			\$ -
<b>Total Grant Proposed Costs</b>								\$ 303,486	\$ 13,549	\$ 13,549	\$ 330,583

# Placer Co. Coordinated Fuel Break - WFRTF Partner Grant Concept Proposal

## T13N R9E Sections 9, 10 and 16 MDBM

### Greenwood USGS 7.5' Quad



**EXHIBIT D**  
**Sample Agreement**

**AGREEMENT BETWEEN THE PLACER COUNTY RESOURCE CONSERVATION DISTRICT  
AND [XX]**

This Agreement is entered into on [date], between the Placer County Resource Conservation District (hereinafter "RCD") and [entity name] (hereinafter "Contractor", collectively "Parties").

Whereas, pursuant to California Public Resources Code section 9409, the District may make improvements or conduct operations on public and private lands in furtherance of the prevention or control of soil erosion, water conservation and distribution, agricultural enhancement, wildlife enhancement, and erosion stabilization, included but not limited to, terraces, ditches, levees, and dams, and the planting of trees, shrubs, grasses, or other vegetation; and

Whereas, pursuant to California Public Resources Code sections 9404 and 9408, the District may execute all necessary contracts; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of [describe services] for the [project name].

Therefore, it is agreed by the parties to this Agreement as follows:

**1. Services**

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for RCD in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

**2. Payments**

RCD's total fiscal obligation under this Agreement shall not exceed \$000,000.

In consideration of the services provided by Contractor and in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A, RCD shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. RCD reserves the right to withhold payment if RCD determines the quantity or quality of the work performed is unacceptable. In the event RCD makes advance payments to Contractor, Contractor agrees to refund any amounts in excess of the amount owed by RCD at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this Agreement.

**3. Term**

Subject to the terms and conditions herein, the term of this Agreement shall be from [date] to [date].

**4. Full Agreement; Merger Clause; Amendments**

The full Agreement consists of the following documents, which are incorporated by this reference:

Request for Proposals  
Contractor's Proposal  
Agreement

- Exhibit A: Scope of Services
- Exhibit B: Payments and Rates
- Exhibit C: Fire Policy

This Agreement, including the Exhibits and Attachments, constitutes the sole Agreement between the Parties and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding.

All subsequent modifications or amendments to this Agreement shall be in writing and signed by the parties.

## **5. Termination**

A. Either party may terminate this agreement without cause by providing [30] days advance written notice to RCD. The Agreement will terminate at the completion of the 30-day period. RCD will be entitled to receive services through the termination of the agreement, and Contractor shall be entitled to receive payment for services provided through the termination of the Agreement.

B. Either party may terminate this agreement for cause. To terminate for cause, the terminating party must give the other party written notice of the alleged breach. The responding party has five (5) business days after receipt of notice to respond and a total of ten (10) calendar days after receipt of such notice to cure the alleged breach. If the responding party fails to cure the breach within this period, the terminating party may immediately terminate this Agreement without further action.

C. Termination Based on Lack of Funding. District may terminate this Agreement or a portion of the services based upon the unavailability of federal, state, or District funds by providing written notice to Contractor as soon as reasonably possible after District learns of unavailability of outside funding.

## **6. Relationship of Parties**

Contractor agrees and understands that the services performed under this Agreement are performed as an independent contractor and not as an employee of RCD and that neither Contractor nor its employees or agents acquire any of the rights, privileges, powers, or advantages of RCD employees.

Except as District may specify in writing Contractor shall have no authority, express or implied, to act on behalf of District in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied pursuant to this Agreement to bind District to any obligation whatsoever.

## **7. Hold Harmless & Indemnification**

A. Contractor shall protect, defend, indemnify, and hold RCD and its board members, officers, directors, employees, agents, landowners, consultants, successors and assigns (hereinafter referred to as RCD), and [insert landowners] (hereinafter referred to as landowners) on whose property a portion of the scope of work will be conducted (APNs xxx in Placer County), free and harmless from and against all losses, claims, demands, liabilities, causes of action, suits, legal or administrative proceedings for actual damages (including but not limited to special and consequential damages), natural resource damages, restitution, injuries, costs, response costs, remediation and removal costs, losses, debts, liens, interests, fines, penalties, charges and expenses (including but not limited to attorney's and expert witnesses fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity provision) of any kind whatsoever paid, incurred, suffered by, or asserted against the RCD or landowners, or which are claimed to or in any way arise out of or result from the Contractor's services, operations, or performance

of the Agreement except for the sole or active negligence of the RCD or landowners. This provision shall survive the termination of any other agreement between the parties. The foregoing indemnity shall not have any dollar limitation. The foregoing indemnity is for the exclusive benefit of the RCD and landowners and in no event shall the indemnity rights hereunder inure to the benefit of any third party.

B. Notwithstanding anything to the contrary in (A), Contractor shall defend and indemnify RCD and landowners, and each of their officers, agents, landowners and employees, from any and all claims, actions, settlements or judgments of whatever kind which may arise from the failure of Contractor to conduct the investigation or its failure after the investigation to not reasonably disallow an employee from having personal contact or providing personal service.

C. Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of Contractor. Contractor also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent.

D. This provision is not intended to create any cause of action in favor of any third party against Contractor or RCD or landowners or to enlarge in any way the Contractor's liability but is intended solely to provide for indemnification of RCD and landowners from liability for damages or injuries to third persons or property arising from Contractor's performance pursuant to this contract or agreement.

## **8. Assignability and Subcontracting**

Unless provided in Exhibit B, Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of RCD. Any such assignment or subcontract without RCD's prior written consent shall give RCD the right to automatically and immediately terminate this Agreement without advance notice or penalty.

## **9. Insurance**

Contractor shall file with RCD a Certificate of Insurance, with companies acceptable to RCD, with a Best's Rating of no less than A-VII, showing the following coverage:

- A. Workers' Compensation and Employer's Liability insurance. Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Waiver of Subrogation – The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against RCD and [landowners] and their officers, directors, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the Contractor.

Contractor shall require all subcontractors to maintain adequate Worker's Compensation insurance. Certificates of Workers Compensation shall be filed forthwith with the RCD upon demand.

- B. General Liability Insurance. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of Contractor, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

- i. Contractual liability insuring obligations assumed by Contractor in this Agreement and



ii. Broad form property damage, including completed operations

Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limits, where applicable, shall apply separately to Contractor's work under the Contract.

One of the following forms (i, ii, or iii) is required:

- i. Comprehensive General Liability. If Contractor carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:
  - a. One million dollars (\$1,000,000) each occurrence
  - b. Two million dollars (\$2,000,000) aggregate
- ii. Commercial General Liability (Occurrence). If Contractor carries a Commercial General Liability (Occurrence) policy, the limits of liability shall not be less than:
  - a. One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
  - b. One million dollars (\$1,000,000) for Products Completed Operations
  - c. Two million dollars (\$2,000,000) General Aggregate. If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000)
- iii. Or Commercial General Liability (Claims Made). Contractor shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of RCD, which consent, if given, shall be subject to the following conditions:
  - a. The limits of liability shall not be less than:
    - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
    - One million dollars (\$1,000,000) aggregate for Products Completed Operations
    - Two million dollars (\$2,000,000) General Aggregate
  - b. The insurance coverage provided by Contractor shall contain language providing coverage of up to one (1) year following the completion of the contract to provided insurance for the hold harmless provisions herein if the policy is a claims-made policy.

Conformity of Coverages: If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability Policies or all shall be Claims Made Liability policies, if approved by the RCD as noted above. In no cases shall the types of policies be different.

Endorsements: Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language: "Placer RCD and [landowners] and their officers, agents, employees, volunteers, successors, assigns, directors, officers, shareholders, partners, employees and consultants are to be named as additional insured for all liability arising out of the operations by or on behalf of the named insured."

- C. Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in

conjunction with Contractor 's business of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence.

- D. Certificates. All insurance coverages referenced above shall be evidenced by one or more certificates of coverage which shall be filed by Contractor with the RCD prior to commencement of performance of any of Contractor duties; shall be kept current during the term of this Agreement; shall provide that RCD shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.
- E. Premium Payments. The insurance companies shall have no recourse against the RCD or landowners (as defined under Item 7A of this agreement) and funding agencies, its officers and employees for payment of any premiums or assessments under any policy issued by a mutual insurance company.
- F. Deductibles. The Contractor shall be responsible for all deductibles in all of the Contractor's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.
- G. Contractor's Obligations. Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.
- H. Material Breach. Failure of the Contractor to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.
- I. All insurance certificates or other evidence of coverage required to be submitted to RCD pursuant to this Section shall be sent to [allison@placerrcd.org](mailto:allison@placerrcd.org) or to the RCD office at:

PLACER COUNTY RESOURCE CONSERVATION DISTRICT  
281 Nevada Street  
Auburn, CA 95603

#### **10. Compliance with Laws; Nondiscrimination**

- A. Contractor expressly understands and agrees that Contractor is responsible for abiding by and complying with all federal, state, county, and local laws, rules, regulations, and ordinances, including, but not limited to, all "Hazardous Materials Laws" (as defined below) and all other laws related to forestry, logging, and log hauling (if applicable); endangered species; wages and hours worked, including, but not limited to, the Fair Labor Standards Act of 1938, 29 U.S.C. § 201, et seq.; social security; unemployment insurance; workers' compensation; executive orders; OSHA; Cal/OSHA; labor code laws; migrant workers; seasonal workers; safety; environmental protection; and any other requirements set forth in this Agreement.
- B. For the purposes of this Agreement, "Hazardous Material Laws" shall include any and all federal, state, and local laws, regulations, ordinances, codes and policies relating to substances, chemicals, wastes, sewage, or other materials that are regulated, controlled, or prohibited; or relating to pollution or protection of the environment, of natural resources or of public health and safety, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act, 42

U.S.C. § 9601, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq.; the Federal Water Pollution Control Act, 33 U.S.C. § 1251, et seq.; the Clean Air Act, 42 U.S.C. § 7401, et seq.; the California Hazardous Waste Control Act, Cal. Health & Saf. Code § 25300, et seq.; the California Safe Drinking Water and Toxic Enforcement Act, Cal. Health & Saf. Code § 25249.8, et seq.; and the California Porter-Cologne Water Quality Control Act, Cal. Water Code § 13000, et seq.

- C. Contractor represents and warrants that it and all its employees, including, but not limited to, its supervisors, foremen, labor recruiters and haulers, are, and at all times shall remain, in complete compliance with the Migrant and Seasonal Agricultural Worker Protection Act (“MSPA”), 29 U.S.C. § 1801, et seq. and the California Farm Labor Contractor Act (“CFLCA”), Cal. Labor Code § 1682, et. seq., and any and all other applicable federal, state, and local laws regulations and procedures governing employers, including, but not limited to, agricultural employers/farm labor and migrant or seasonal agricultural workers, including all wage, overtime and deduction laws and regulations, health and safety laws and regulations, and bookkeeping and record-keeping requirements.
- D. If Contractor is subject to the requirements of MSPA and/or the CFLCA, Contractor shall comply with all applicable requirements of both the MSPA and the CFLCA, such requirements are generally listed herein but not specifically limited to the following: Contractor shall at all times be registered as a Farm Labor Contractor with the applicable MSPA authorizations (housing, driving and/or transportation); Contractor shall retain all payroll records relating to the Work for three (3) years following the completion of the performance of the Work (and Contractor acknowledges that RCD reserves the right to review such Contractor payroll records at RCD’s sole discretion); Contractor shall make the required pre-employment disclosures to its employees; any Contractor-provided housing and/or transportation must be in compliance; and Contractor must provide adequate sanitary facilities and water on site.
- E. During the performance of this Agreement, Contractor certifies that it will not discriminate against any Contractor shall not unlawfully discriminate against employees, applicants, or clients because of race, sex, sexual orientation, color, ancestry, religion or religious creed, national origin or ethnic group identification, mental disability, physical disability, medical condition (including cancer, HIV and AIDS), age (over 40), marital status, or use of Family and Medical Care Leave and/or Pregnancy Disability Leave in regard to any position for which the employee or applicant is qualified.
- F. Contractor agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of Contractor performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. Contractor shall make the required documentation available upon request to RCD for inspection.
- G. To the extent any of the services required of Contractor under the awarded Agreement are subcontracted to a third party, Contractor shall include all of the provisions of this Section in all such subcontracts as obligations of the subcontractor.
- H. Failure to comply with any of the laws, regulations or requirements described in this Section shall be grounds for RCD to immediately terminate the Agreement upon oral notice to Contractor and without liability or further obligation of RCD.
- I. Contractor shall comply with applicable District policies in effect at the time of execution of this Agreement and as they may be updated.
- J. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

## **11. General Health Measures & Conduct**

Contractor shall be solely responsible for ensuring that the Contractor's employees or sub-contractors are physically capable of performing the services described herein. The Contractor shall take all necessary measures to ensure that the Contractor's employees and sub-contractors receive sufficient training regarding contagious and infectious diseases and preventative measures to be taken to protect the Contractor's employees and sub-contractors from exposure to or exposing others (including but not limited to RCD personnel and the public) to contagious and infectious diseases. Should the RCD or the Contractor observe any of Contractor's employees or sub-contractors exhibiting symptoms of a contagious and/or infectious disease (including but not limited to COVID-19) either prior to or during the performance of services, the Contractor shall immediately take measures to minimize or prevent exposure to RCD employees and/or the public consistent with government guidance and best practices. Such action shall not be considered a basis for employee's claim for compensation or damages against the RCD, or any of its officers or agents. The employee shall not return to work until Contractor determines that the situation is resolved.

## **12. Fire Policy**

Contractor shall comply with the RCD Fire Policy, attached as Exhibit C.

## **13. Contract Materials**

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials prepared by Contractor or subcontractors under this Agreement (collectively, "contract materials") shall become the property of RCD and shall be promptly delivered to RCD. The Contractor shall retain titles, rights, and interests in any underlying template documents and may make and retain copies of contract materials.

## **14. Records; Right to Monitor and Audit**

Contractor shall maintain, at all times during the Agreement and for a period of three (3) years following, complete detailed records of the work performed under this Agreement. RCD and state and federal agencies shall have the right to monitor all work performed under this Agreement to assure that all applicable state and federal regulations are met. RCD and state and federal agencies shall have the right to audit all work, records, and procedures related to this Agreement to determine the extent to which the program is achieving its purposes and performance goals. RCD will have the right to review financial and programmatic reports and will notify Contractor of any potential federal and/or state exception(s) discovered during such examination. RCD will follow-up and ensure that the Contractor takes timely and appropriate action on all deficiencies.

## **15. Governing Law; Jurisdiction; Venue**

The Parties enter into this Agreement in the County of Placer, California and agree to comply with all applicable laws and regulations therein. The laws of the State of California shall govern its interpretation and effect. For litigation purposes, the parties agree that the proper venue for any dispute related to the Agreement shall be the Placer County Superior Court.

## **16. Notices**

Any notice, request, demand, or other communication required or authorized under this Agreement shall be deemed to be properly given when either (1) Delivered personally to the person below, as of the date of delivery; or (2) Mailed to the physical address listed below by U.S. Mail or similar service, with postage prepaid and properly addressed, as of the date of postmark.

In the case of RCD, to:

Name, Title: RCD STAFF NAME, TITLE  
Address: ADDRESS  
Telephone: 000-000-0000  
Email: EMAIL

In the case of Contractor, to:

Name, Title: Contractor CONTACT NAME, TITLE  
Address: ADDRESS  
Telephone: 000-000-0000  
Email: EMAIL

## **17. Conflicts of Interest**

A. Covenant of No Undisclosed Conflict. Contractor acknowledges they are aware of the provisions of Government Code § 1090, et seq., and § 87100, et seq., relating to conflict of interest of public officers and employees. Contractor hereby covenants that it presently has no interest not disclosed to District and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as District may consent to in writing prior to the acquisition by Contractor of such conflict. Contractor further warrants that it is unaware of any financial or economic interest of any officer or employee of the District relating to this Agreement. Contractor agrees that if such financial interest does exist at the inception of this Agreement, District may terminate this Agreement immediately upon giving written notice.

B. Statements of Economic Interest. Contractor acknowledges and understands that District has developed and approved a Conflict of Interest Code as required by state law which requires Contractor to file with the Elections Division of the Placer County Assessor-Clerk Recorder “assuming office”, “annual”, and “leaving office” Statements of Economic Interest as a “consultant”, as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, unless the District Manager has determined in writing that Contractor, although holding a “designated” position as a consultant, has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation. By authorizing its Chair or Executive Director to execute this Agreement on its behalf, District’s Board of Directors hereby determines in writing on behalf of District that Contractor has been hired to perform a range of duties so limited in scope as to not be required to comply with such disclosure obligation.

## **18. Licenses & Permits**

Contractor represents and warrants to RCD that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for Contractor and/or its employees to practice its/their profession. Contractor represents and warrants to RCD that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for RCD and/or its employees to practice its/their profession at the time the services are performed.

Any agreements to subcontract services under this Agreement will contain this provision.

## **19. Non-Exclusivity**

Nothing herein creates any exclusive arrangement between the Parties. This Agreement does not restrict RCD from acquiring similar, equal, or like goods or services from other sources.

## **20. Counterparts; Electronic Signature**

This Agreement may be executed in duplicate counterparts. Each counterpart shall be an original and both together shall constitute but one and the same document. This Agreement shall not be deemed executed unless and until at least one counterpart bears the signatures of all parties' designated signatories.

In addition, this Agreement and future documents relating to this Agreement may be digitally signed in accordance with California law. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

SAMPLE

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the day first above stated:

**Contractor NAME (“Contractor”)\***

_____ Signature
_____ Print Name
<input type="checkbox"/> Chair of the Board, <input type="checkbox"/> President, or <input type="checkbox"/> Vice President
Date: _____

**PLACER COUNTY RESOURCE  
CONSERVATION DISTRICT (“RCD”)**

_____ Sarah Jones Executive Director
Date: _____

_____ Signature
_____ Print Name
<input type="checkbox"/> Secretary, <input type="checkbox"/> Asst. Secretary, <input type="checkbox"/> Chief Financial Officer, or <input type="checkbox"/> Asst. Treasurer
Date: _____

Approved as to Form
_____ Counsel for the Placer County Resource Conservation District
Date: _____

**EXHIBITS:**

- Exhibit A: Scope of Services
- Exhibit B: Payment Terms
- Exhibit C: RCD Fire Policy
- Exhibit D: Signatory’s Legal Authority [if necessary]

\*If Contractor is a corporation, the Agreement must be signed by two corporate officers, one from each category above. (See California Corporations Code § 313.) One signature will suffice, if the corporation’s board of directors has passed a resolution that gives one person authority to sign. In that case, a copy of the most recent resolution must be attached to this Agreement.

If Contractor is another type of business entity, such as a partnership or limited liability company, the Agreement must be signed by an officer possessing the legal authority to bind the entity. A copy of a resolution, partnership agreement, operating agreement, or other evidence of authority must be attached to this Agreement.

## **EXHIBIT E - Placer RCD Fire Policy for Operations**

**2022**

The Placer Resource Conservation District's (RCD) Fire Policy (Policy) applies to all contractors, lessees, permittees, and all other persons and entities who are engaged in vegetation/tree removal on lands owned or managed by RCD or other public &/or private lands on behalf of RCD, including all of their employees and/or subcontractors (collectively, **Contractor**). This Policy mandates certain equipment to be deployed, procedures to be followed, and preventive measures to be taken depending on the type of activity in which **Contractor** is engaged.

**Intent** - This Policy ensures **Contractor** is aware of, and complies with, the State of California's (State) fire prevention laws and additional fire preventive measures required by RCD. **Contractor** should recognize conditions that heighten fire risk. **Contractor** should take the appropriate precautionary measures to avoid a fire and be properly equipped and prepared to take appropriate action in the event of a fire.

**Compliance with the Public Resources Code** - The California Public Resources Code (PRC) contains many provisions to reduce the risk of fire. The PRC is incorporated into this policy by reference.

**Effective Period** - In addition to requirements of the PRC, the **Effective Period** for all additional requirements of this Policy shall be determined by the RCD Executive Director or Project Manager.

### **State Fire Prevention Laws**

#### ***Public Resources Code, Division 4, Chapter 6.***

*4427. Operation of fire causing equipment. During any time of the year when burning permits are required (per PRC § 4423) in an area pursuant to this article, no person shall use or operate any motor, engine, boiler, stationary equipment, welding equipment, cutting torches, tarpots, or grinding devices from which a spark, fire, or flame may originate, which is located on or near any forest-covered land, brush-covered land, or grass-covered land, without doing both of the following:*

*(a) First clearing away all flammable material, including snags, from the area around such operation for a distance of 10 feet.*

*(b) Maintain one serviceable round point shovel with an overall length of not less than forty-six (46) inches and one backpack pump water-type fire extinguisher fully equipped and ready for use at the immediate area during the operation.*

*This section does not apply to portable power saws and other portable tools powered by a gasoline-fueled internal combustion engine.*

*4428. Use of hydrocarbon powered engines near forest, brush or grass covered lands without maintaining firefighting tools. No person, except any member of an emergency crew or except the driver or owner of any service vehicle owned or operated by or for, or operated under contract with, a publicly or privately owned utility, which is used in the construction, operation, removal, or repair of the property or facilities of such utility when engaged in emergency operations, shall use or operate any vehicle, machine, tool or equipment powered by an internal combustion engine operated on hydrocarbon fuels, in any industrial operation located on or near any forest, brush, or grass-covered land between April 1 and December 1 of any year, or at any other time when ground litter and vegetation will sustain combustion permitting the spread of fire, without providing and maintaining, for firefighting purposes only, suitable and serviceable tools in the amounts, manner and location prescribed in this section.*

*(a) On any such operation a sealed box of tools shall be located, within the operating area, at a point accessible in the event of fire. This fire toolbox shall contain: one backpack pump-type fire extinguisher filled with water, two axes, two McLeod fire tools, and a sufficient number of shovels so that each employee at the operation can be equipped to fight fire.*

*(b) One or more serviceable chainsaws of three and one-half or more horsepower with a cutting bar 20 inches in length or longer shall be immediately available within the operating area, or, in the alternative, a*



full set of timber-felling tools shall be located in the fire toolbox, including one crosscut falling saw six feet in length, one double-bit ax with a 36-inch handle, one sledge hammer or maul with a head weight of six, or more, pounds and handle length of 32 inches, or more, and not less than two falling wedges.

(c) Each rail speeder and passenger vehicle, used on such operation shall be equipped with one shovel and one ax, and any other vehicle used on the operation shall be equipped with one shovel. Each tractor used in such operation shall be equipped with one shovel.

(d) As used in this section:

(1) "Vehicle" means a device by which any person or property may be propelled, moved, or drawn over any land surface, excepting a device moved by human power or used exclusively upon stationary rails or tracks.

(2) "Passenger vehicle" means a vehicle which is self-propelled and which is designed for carrying not more than 10 persons including the driver, and which is used or maintained for the transportation of persons, but does not include any motor truck or truck tractor.

4431. Gasoline powered saws, etc.; firefighting equipment. During any time of the year when burning permits are required in an area pursuant to this article, no person shall use or operate or cause to be operated in the area any portable saw, auger, drill, tamper, or other portable tool powered by a gasoline-fueled internal combustion engine on or near any forest-covered land, brush-covered land, or grass-covered land, within 25 feet of any flammable material, without providing and maintaining at the immediate locations of use or operation of the saw or tool, for firefighting purposes one serviceable round point shovel, with an overall length of not less than 46 inches, or one serviceable fire extinguisher. The Director of Forestry and Fire Protection shall by administrative regulation specify the type and size of fire extinguisher necessary to provide at least minimum assurance of controlling fire caused by use of portable power tools under various climatic and fuel conditions. The required fire tools shall at no time be farther from the point of operation of the power saw or tool than 25 feet with unrestricted access for the operator from the point of operation.

4442. Spark arresters or fire prevention measures; requirement; exemptions.

(a) Except as otherwise provided in this section, no person shall use, operate, or allow to be used or operated, any internal combustion engine which uses hydrocarbon fuels on any forest-covered land, brush-covered land, or grass-covered land unless the engine is equipped with a spark arrester, as defined in subdivision (c), maintained in effective working order or the engine is constructed, equipped, and maintained for the prevention of fire pursuant to Section 4443.

(b) Spark arresters affixed to the exhaust system of engines or vehicles subject to this section shall not be placed or mounted in such a manner as to allow flames or heat from the exhaust system to ignite any flammable material.

(c) A spark arrester is a device constructed of nonflammable materials specifically for the purpose of removing and retaining carbon and other flammable particles over 0.0232 of an inch in size from the exhaust flow of an internal combustion engine that uses hydrocarbon fuels or which is qualified and rated by the United States Forest Service.

(d) Engines used to provide motive power for trucks, truck tractors, buses, and passenger vehicles, except motorcycles, are not subject to this section if the exhaust system is equipped with a muffler as defined in the Vehicle Code.

(e) Turbocharged engines are not subject to this section if all exhausted gases pass through the rotating turbine wheel, there is no exhaust bypass to the atmosphere, and the turbocharger is in effective mechanical condition.

(f) Motor vehicles when being operated in an organized racing or competitive event upon a closed course are not subject to this section if the event is conducted under the auspices of a recognized sanctioning body and by permit issued by the fire protection authority having jurisdiction.

**NOTE: per RCD policy, no smoking is allowed within the project area.**

### **Additional Preventive Measures Required by RCD**

The Effective Period of RCD's **additional requirements** under this Policy shall be determined by the RCD Executive Director or Project Manager. RCD's Effective Period may be waived or invoked under specific

conditions identified by the RCD Executive Director or Project Manager. The RCD Executive Director or Project Manager shall notify **Contractor**, verbally **and** in writing, of the Effective Period start date. The suspension of this fire policy for operations will be based on one or more of the following conditions:

- Current weather conditions (accumulated snow on the ground, significant rainfall, sub-freezing temperatures) and spot forecasts.
- Lifting of the burn ban by CAL FIRE
- Closure of fire season via news release or other public announcement by CAL FIRE

## **Definitions and Conditions**

**Brush and Blade Guards – Contractor** shall ensure that operators clean out guards at least every two hours during operations to prevent the build-up of vegetative material.

**Communication Devices** - On site of every operation, **Contractor** shall possess a communication device that is capable of contacting fire dispatch within 15 minutes either directly or indirectly through other contacts.

**Designated Patrolman –** For mastication, walking patrols described under Table 1 must be conducted by a Designated Patrolman who has no other duties to complete during the requisite patrol period. Designated Patrolmen must be equipped as described in the “Foot Patrol” section at the bottom of Table 1.

**Fire Inspections** - An RCD representative may conduct random fire inspections on each operation and will use the attached “Contractor Fire Protection Checklist” (Checklist) to assess whether **Contractor** is compliant with this Policy. The RCD Representative will provide a copy of a completed Checklist to **Contractor** and place another copy in the RCD file for that operation. If the RCD Representative observes that **Contractor** is not in compliance with all items of the Checklist, **Contractor** shall immediately correct the operations so they are complaint, and RCD shall have the right to suspend **Contractor’s** operation while **Contractor** makes all necessary corrections.

**Fire Plan and Crew Training –** All crew members shall be aware of the tools available for fighting fire and the location of those tools. Refer to the checklist at the end of this fire policy for a list of required firefighting tools. Crew members shall be made aware of what to do in case of fire. In the case of ignition and subsequent fire resulting from project activities, **Contractor** shall immediately call 911 dispatch and notify emergency resources of the fire, regardless of size or intensity. RCD recommends that one crew member be responsible for calling fire dispatch in the event of a fire. RCD highly recommends crew training and fire drills.

**Fire Pumpers/Water Tenders/Skidgines/Tri-Max 30** - Mastication requires either a water tender, a fire pumper or Skidgine with a minimum capacity of 250 gallons and 200 feet of minimum 1 inch hose, or a compressed air foam TRI-MAX 30 or comparable suppression unit, located on each active operation. The fire pumper, Skidgine, and/or water tender shall be in working order and capable of delivering water under sufficient pressure at 200 feet to properly operate a standard fire nozzle.

**Fire Tools –** Per the PRC, **Contractor** shall keep a shovel and five-gallon water backpack fire extinguisher or other fire extinguisher in the vicinity of chainsaw operations at all times.

**Fire Weather Checks and Restrictions –** Contractor shall determine if a Red Flag Warning is in effect for the project area using the following link: <https://www.wrh.noaa.gov/fire2/cafw/>. Should the Contractor be aware through contact with CAL FIRE, National Weather Service public service radio announcements, other fire weather web sites, or through RCD notification that “Red Flag Warning” conditions have been issued and are in effect for the Contractor’s area of operations, **Contractor shall suspend mastication and chainsaw use until the Red Flag is over.** Refer to Table 1 below for weather-related activity restrictions.

**Table 1. Requirements for Fire Weather Conditions.** NOTE: The conditions of the table shall always apply. However, Contractor is responsible for coordinating with the District Project Manager regarding on-site weather conditions. District may suspend work or place similar restrictions if local weather poses an increased risk of fire, as determined by the District.

<b>Condition</b>	<b>PROCEDURES AND RESTRICTIONS</b>
<b>Fire Weather Watch</b>	On days declared by CAL FIRE to be “Fire Weather Watch” days, in-woods chainsaw and chipping operations must be suspended at 1:00 P.M. and a walking foot patrol for 1 continuous hour is required over all areas operated that day. Chainsaw use may continue past 1:00 PM if a walking foot patrol is conducted once every hour on all areas operated that day, with patrols commencing at 10:00 AM and continuing for <u>1 continuous hour</u> after cessation of operations. Mastication is not permitted, unless District Project Manager explicitly allows for mastication based on on-site conditions*. On Fire Weather Watch days, Contractor shall designate an On-site Supervisor who is capable of receiving notices, taking action, and directing a response to a fire.
<b>Red Flag</b>	All in-woods chainsaw or chipping operations and mastication are <b><u>prohibited</u></b> . Piling of previously cut material is acceptable.

\*To allow for continued use of motorized equipment in a vegetated area, District Project Manager or representative may evaluate on-site weather with a Kestrel or similar device. Generally, continuation of work will be re-evaluated if Relative Humidity drops below 20%, temperatures are above 100 degrees Fahrenheit, or wind speeds are above 10 mph (eye level), or any combination of the three. If District Project Manager is not available to evaluate weather conditions, Contractor may do so with explicit permission of the District Project Manager and a written record of conditions recorded, including date and time evaluated.

**Foot Patrol** - The individual doing the walking foot patrol shall carry a round point shovel for the entirety of the patrol period. The patrol shall also have a vehicle parked within or as close as possible to the patrolled area, and the vehicle shall be equipped to fight fire with **all** the following:

1. A serviceable 5-gallon backpack pump filled with water,
2. A round point shovel or McLeod fire tool,
3. Either an axe or a serviceable chainsaw with a minimum 20-inch bar, and
4. Communications equipment capable of summoning additional fire suppression resources and reporting within 15 minutes to the agency responsible for fire suppression.
5. In situations where the individual doing the walking foot patrol is the only person on the operation and a fire is detected, the individual will take immediate action to contain and suppress the fire. When the fire is contained, the individual will promptly report the fire to the agency responsible for fire suppression.

## RCD - Contractor Fire Protection Checklist

Contractor: \_\_\_\_\_ Project: \_\_\_\_\_ On-site sup. \_\_\_\_\_

			<u>COMMENTS</u>
<b>1. Fire Tools per PRC</b>			
Located close to area of operation	Y	N	_____
Backpack type fire extinguisher filled with water	Y	N	_____
2 axes	Y	N	_____
2 McLeod fire tools	Y	N	_____
Sufficient # of shovels so that each employee at the operation can be equipped to fight fire	Y	N	_____
1 or more serviceable chainsaws with at least a 20" bar and 3½ horsepower Note: (or in area of ops)	Y	N	_____
<b>2. Fire Pumper or Water Tender with communications and 200 feet of minimum 1" hose / TriMax 30*</b>			
Located on project area	Y	N	_____
Filled with water	Y	N	_____
In operating condition	Y	N	_____
<b>3. Vehicles</b> - Each vehicle has a shovel and axe	Y	N	_____
<b>4. Equipment</b> - All equipment has a shovel and 5 gal backpack	Y	N	_____
<b>5. Chainsaw Operators</b>			
Chainsaws equipped with spark arrester	Y	N	_____
Fire extinguisher or shovel within 25' of operation	Y	N	_____
<b>6. Inspection for Fire</b>			
Is walking foot patrol being conducted?	Y	N	_____
Designated Patrolman for Fire Weather Watch Days	Y	N	_____

Deficiencies shall be corrected immediately and may result in the suspension of operations.

Contractor: \_\_\_\_\_ RCD: \_\_\_\_\_  
 Date: \_\_\_\_\_ Date: \_\_\_\_\_

\*If contractor does not have this equipment, they must have one full 5 gal. backpack type fire extinguisher per crew member within 200 feet of project operations at all times. RCD may require Contractor to arrange for outside vendors to provide fire suppression resources as needed based on fire weather conditions.