

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



FROM: Supervisor Chuck Washington

SUBMITTAL DATE:
May 7, 2015

SUBJECT: Adoption of Resolution No. 2015-130 for Authorization to Submit Cal Fire Drought Funding Opportunity Project Application No. 14-SRA-HF01-0267 and for Approval of the Department of Forestry and Fire Protection Grant Agreement #5GS14153; Maxwell Trail Hazardous Fuel Reduction Project, for Services from the Date of Last Signatory of the Grant Agreement to November 30, 2016, Under State Responsibility Area Fire Prevention Fund; District 3; [\$311,770] total cost 95% Grant Fund 5% In Kind Match

RECOMMENDED MOTION: That the Board of Supervisors Adopt Resolution No. 2015-130:

- 1) Authorizing Riverside County Fire to submit the Department of Forestry and Fire Protection (CAL FIRE) State Responsibility Area (SRA) Fire Prevention Fund Projects Drought Funding Opportunity Projection Application No. 14-SRA-HF-01-0267;
- 2) Approving the Department of Forestry and Fire Protection Agreement #5GS14153; Maxwell Trail Hazardous Fuel Reduction Project, for Services from the Date of Last Signatory of the Grant Agreement to November 30, 2016, Under State Responsibility Area Fire Prevention Fund;
- 3) Authorizing the Riverside County Fire Chief, or his designee, to submit the Project Application, to execute the Grant Agreement, and to administer all actions necessary and sign all documents related to the administration of this grant.

BACKGROUND: The Idyllwild-Pine Cove area has 4,116 housing units interspersed among the Wildland Urban Interface (WUI). The communities are directly adjacent to United States Department of Agriculture (USDA) Forest Service property and wilderness areas. The public property has dead and dying trees dispersed throughout the ownership. Years of drought and bark beetle attacks have left thousands of standing dead trees that are ready to burn if a wildfire were to start in the area.

The Riverside County Fire Department has re-entered into agreements with the current private property owners whose properties lie within established new projects such as the Maxwell Trail, which add protection from a fire spreading down slope into the communities from the north and east. This project will increase the treatment area within the same private properties to broaden the "shaded fuel break" and create a wider buffer of protection. The shaded fuel break is a forest management strategy used for mitigating the threat of wildfire in areas where natural fire regimes have been suppressed leading to a dangerous buildup of combustible vegetation.


CHUCK WASHINGTON, Supervisor
Third Supervisorial District

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FORM 11: Adoption of Resolution No. 2015-130: Approving the Department of Forestry and Fire Protection Agreement #5GS14153; Maxwell Trail Hazardous Fuel Reduction Project, for Services from the Date of Last Signatory of the Grant Agreement to November 30, 2016, Under State Responsibility Area Fire Prevention Fund; District 3; [\$311,770] total cost 95% Grant Fund 5% In Kind Match

DATE: May 7, 2015

PAGE: 2 of 2

BACKGROUND continued:

Constructing a shaded fuel break is the process of selectively thinning and removing more flammable understory vegetation while leaving the majority of larger, more fire tolerant tree species in place. This management activity will allow fire crews to anchor in the project area to fight a fire before it gets into the community of Idyllwild. This project will directly benefit the communities of Idyllwild-Pine Cove.

The grant funds will be used for necessary equipment, labor, materials and other costs for constructing the fuel break. Per Board Policy A-30, the department received approval by the Executive Office to apply for the grant. The Board of Supervisors is being asked to approve the acceptance of the grant. This grant requires an in-kind match of \$15,770. This match will be met by utilizing existing county-funded staff overseeing and managing the grant as needed. No additional County funds are required or are being requested for this grant.

The catastrophic 2013 Mountain Fire occurred just to the east of this proposed shaded fuel break. The cost of the Mountain Fire was more than \$25,000,000 and resulted in the evacuation of nearly 6,000 residents. Had the fire crested the mountain, and come down the mountainside, the communities of Idyllwild and Pine Cove would have been immediately threatened, and could have been destroyed. With this shaded fuel break project, it will mitigate some of the risk from a fire impacting the communities in the future.

The proposed project is consistent with two current strategic plans that address the risk and potential impact to habitable structures from wildfire in the State Responsibility Area (SRA).

1. Riverside Ranger Unit (RRU) 2014 Unit Strategic Fire Plan: The CAL FIRE/Riverside County Fire Department has re-entered into agreements with the current private property owners, whose properties lie within the Red Hill Vegetation Management Program (VMP), and established new projects such as the Maxwell Trail and Point of Rocks Vegetation Management Programs (VMP), which add protection from a fire spreading down slope into the communities from the north and east. In addition to maintaining the prescribed fuel loading levels are completed, it is proposed that the CAL FIRE/Riverside County Fire Department increase the treatment area within the same private properties to broaden the shaded fuel break and create a wider buffer of protection.

2. San Jacinto Mountains Community Wildfire Protection Plan (CWPP): This Community Wildfire Protection Plan (CWPP), developed by the combined efforts of the Mountain Area Safety Task Force (MAST) and the Mountain Communities Fire Safe Council (MCFSC), was completed in March 2006. The plan addresses the needs of communities from the top to the bottom of the San Jacinto Mountains. This inclusiveness is meant to ensure that every community has a voice in the protection plan. It also recognizes that all areas of the mountains are a potential starting point for a catastrophic fire. The Idyllwild-Pine Cove area is the most densely populated area on the mountain, and lies in the center of the Community Wildfire Protection Plan (CWPP) area. The Ernie Maxwell Trail, along which the project area lies, rims the eastern side of Idyllwild.

Impact on Citizens and Businesses

By reducing the hazardous fuels along the popular trail and broadening the shaded fuel break, the communities' risk of wildfire is lessened. Lives and property will gain an added measure of security.

SUPPLEMENTAL:

Additional Fiscal Information

The total amount of the grant is \$296,000. The grant requires a 5% in-kind match. The match in the amount of \$15,770 will be funded by utilizing existing resources within the department. No additional County funds are required or are being requested for this grant.

2
3 RESOLUTION NO. 2015-130

4
5 REQUESTING AUTHORIZATION TO SUBMIT DROUGHT FUNDING
6 OPPORTUNITY PROJECT APPLICATION NO. 14-SRA-HF-01-0267 AND
7 APPROVAL OF THE DEPARTMENT OF FORESTRY AND FIRE PROTECTION
8 GRANT AGREEMENT NO. 5GS14153; MAXWELL TRAIL HAZARDOUS FUEL
9 REDUCTION PROJECT, FOR SERVICES FROM THE DATE OF LAST SIGNATORY
10 OF THE GRANT AGREEMENT TO NOVEMBER 30, 2016, UNDER THE STATE
11 RESPONSIBILITY AREA FIRE PREVENTION FUND.

12
13 WHEREAS, Riverside County Fire desires to submit the Department of Forestry and Fire
14 Protection (CAL FIRE) State Responsibility Area (SRA) Fire Prevention Fund Projects Drought Funding
15 Opportunity Projection Application No. 14-SRA-HF-01-0267; and

16 WHEREAS, Riverside County Fire desires to enter into the State of California Department
17 of Forestry and Fire Protection (CAL FIRE) State Fire Marshal's Office Grant Agreement No. 5GS14153;
18 now, therefore,

19 BE IT RESOLVED AND ORDERED by the Board of Supervisors of the County of
20 Riverside, State of California, in regular session assembled on May 12, 2015, that Riverside County Fire
21 is authorized to submit the Department of Forestry and Fire Protection (CAL FIRE) State Responsibility
22 Area (SRA) Fire Prevention Fund Projects Drought Funding Opportunity Projection Application No. 14-
23 SRA-HF-01-0267;

24 BE IT FURTHER RESOLVED that the Board of Supervisors approves Grant Agreement
25 No. 5GS14153 with California Department of Forestry and Fire Protection, and any amendments thereto.
26 This Agreement provides for an award, during the term of this Agreement, under the State Responsibility
27 Area Fire Prevention Fund during the State Fiscal Year 2014-2015, up to and no more than the amount of
28 \$296,000.

1 BE IT FURTHER RESOLVED that the Riverside County Fire Chief, or his Designee, is
2 hereby authorized to submit the Project Application and to execute the Grant Agreement and any other
3 documents for this transaction on behalf of the County of Riverside;

4 BE IT FURTHER RESOLVED that the Riverside County Fire Chief, or his Designee, is
5 hereby authorized to administer all actions necessary and to sign all documents related to the
6 administration of this Grant on behalf of the County of Riverside.

7
8
9
10 APPROVED AS TO FORM:

11
12 By:



GREGORY P. PRIAMOS
County Counsel

Dated:

5/8/15



Department of Forestry and Fire Protection (CAL FIRE)
State Responsibility Area (SRA) Fire Prevention Fund Projects
Drought Funding Opportunity 14-SRA-HF-01
Project Application



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

Please complete the project identification information.

1. Project Tracking #: 14-SRA-HF-01-0267 CalMapper ID: 3100-2008-VMP-211

Project Name/Title: Maxwell Trail Hazardous Fuel Reduction Project

County: Riverside **CAL FIRE Unit/Contract County:** RRU - Riverside Unit

Please use this 3-letter Unit identifier for file naming
(see questions 5 & 17)

2. Sponsoring Organization: Riverside County Fire

Organization Type: County Fire Department **If Other, Please specify:**

Project Manager Title: Office Technician

First Name: Daniel **Last Name:** Cierley

Address 1: P.O. Box 2097

Address 2:

City: Idyllwild **State:** California **Zip Code:** 92549

Phone Number: 951-659-3337 **Secondary Phone Number:** 951-659-3419

Email Address: Daniel.Cierley@fire.ca.gov **Fax Number:** 951-659-4378

3. For which activity is funding being requested?

Other

If Other, Please specify Other activities that involve modification of vegetation

4. Grant Period: Please provide the estimated start date and completion date for your project. Projects **MUST** be completed by March 15, 2017. Note that final billing is due 30 days after project completion. Please use MM/DD/YYYY format.

Project Start Date: 10/01/2016

Project Completion Date: 11/30/2016

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

Latitude N Longitude W

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

Please attach a data file with geographic information describing your project location. CAL FIRE accepts ESRI ArcView GIS shapefiles, ESRI ArcView geodatabases and Google Earth KMZ files. File naming convention: Features should be named with the Tracking # and Feature Type. Example: 14-SRA-HF-01-0001_Unit_Name_Project_Area.kmz

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

File Name	Data Type
14-SRA-HF-01-0267-RRU-Maxwell Trail.xls	Other

CAL FIRE accepts ESRI ArcView GIS shapefiles, ESRI ArcView geodatabases, and Google Earth KMZ files.

File Naming Convention: Replace XXXX in the file name with the project's ID number. Replace UUU with the 3-letter identifier for the Unit where the project is located. Unit identifiers are found in the instructions for this application form.

6. Project Area Statistics:

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

Habitable Dwellings (# of dwellings): Project Area (acres): Fuels Treatment Area (acres):

7. SRA Fire Hazard Severity Zones (FHSZ):

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

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

FHSZ Rating	Acres	Percent	
Very High	<input type="text" value="116"/>	<input type="text" value="100"/>	%
High	<input type="text"/>	<input type="text"/>	%
Moderate	<input type="text"/>	<input type="text"/>	%
Non SRA (Federal or Local Area)	<input type="text"/>	<input type="text"/>	%
TOTAL	116	100	%

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

Percent Note: Total % must be 100%

8. Drought Intensity:

Provide maximum drought condition that existed in the project area after July 1, 2014 as measured on the US Drought Monitor <http://droughtmonitor.unl.edu/Home/StateDroughtMonitor.aspx?CA>

Drought Condition

Tracking #: 14-SRA-HF-01-0267

Project Name: Maxwell Trail Hazardous Fuel Reduction Project

9. Limiting Factors:

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

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

10. Timber Harvest Plans:

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

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

THP ID Number:

11. Community at Risk: Is the project associated with a community that is listed as a Community At Risk? See

http://osfm.fire.ca.gov/fireplan/fireplanning_communities_at_risk.php

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

Idyllwild /Pine Cove

Number of Communities in the project area:

2

12. Community Support:

Does community support exist for this project?

☒ If checked, discuss in the Scope of Work.

13. Project Budget:

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

Budget Item	Amount
Grant Portion of project (\$)	\$296,000.00
Equipment Purchases (\$)	\$0.00
Partners (\$)	\$0.00
Total Project Budget (\$)	296,000

14. Local Wildland Fire Risk Reduction Plans:

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

☒ CAL FIRE Unit Strategic Fire Plan

☐ Fire Safe Council Action Plan

☐ County Fire Department Strategic Fire Plan

☐ FIREWISE Community Assessment

☐ Local Fire Department Plan

☒ Community Wildfire Protection Plan

☐ Homeowners' Association Plan

☐ Other Local Plan

15. Prior Activities:

Does the plan in some way build on, or is consistent with, prior projects that are part of a strategic approach to risk reduction in the area?

☒ If checked, discuss in the Scope of Work

16. CEQA Compliance:

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

Please indicate the CEQA document type:

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

Document Identification Number

17. Application Submission:

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

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

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

US Mail	Email	Attachments	File Name
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Application Form (.pdf)	14-SRA-HF-01-0267-RRU-Application.pdf
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Scope of Work	14-SRA-HF-01-0267-RRU-SOW.doc
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Project Budget	14-SRA-HF-01-0267-RRU-Budget.xls
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Project Map (.pdf)	14-SRA-HF-01-0267-RRU-MAP.pdf
	<input checked="" type="checkbox"/>	Project Polygon(s) (see item 5 above)	14-SRA-HF-01-0267-RRU-Poly.zip

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



Original Signature Required: Grantee's Authorized Representative

1.27.15

Date Signed

Printed Name

Peter Lent

Title

Deputy Director

Executed on: Jan 27, 2015

Date

at Riverside

City

Print Form

Please fill out this form completely. Be sure to save a copy of this form for your records. Submit one (1) electronic copy in fillable PDF format with all supporting materials to CALFIRE.Grants@fire.ca.gov. Please use "SRAFPF Project Application" in the E-mail subject line and include yourself as a cc. Your CC will be proof of your submittal. In addition, submit one (1) hard copy with signatures and all supporting materials to: California Department of Forestry and Fire Protection, Attention: Grants Management Unit/SRA Fire Prevention Fund Grant, P.O. Box 944246, Sacramento, CA 94244-2460. Both hard copy and electronic will need to be postmarked no later than January 27, 2015.

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

Tracking #: 14-SRA-HF-01-0267

Project Name: Maxwell Trail Hazardous Fuel Reduction Project

Project Application Scope of Work

Project identification

Enter the Proposal's Tracking # from the Invitation to Apply letter: 14-SRA-HF-01-0267

Project Name/Title: Maxwell Trail Hazardous Fuel Reduction Project

Example: 14-SRA-HF01-XXXX

1) Current Setting

a) Relation to Strategic Plans

Is the proposed project consistent with, or build on, a current strategic plan that addresses the risk and potential impact to habitable structures from wildfire in the SRA? Consider CAL-FIRE Unit plans, County Fire Department plans, Community Wildfire Protection Plans, FIREWISE Community Assessments, a local fire agency plan, the county General Plan's Safety Element, etc. If **Yes**, list the existing plans and describe the relationship of this project to that plan including ways that this project is consistent with or builds upon the projects that are part of the strategic plan. If **No**, is the proposal to facilitate the creation of such a plan? If yes, describe the elements of and what will be included in the plan.

The proposed project is consistent with two current strategic plans that address the risk and potential impact to habitable structures from wildfire in the SRA.

The RRU 2014 Unit Strategic Fire Plan – The CAL FIRE/Riverside County Fire Department has re-entered into agreements with the current private property owners whose properties lie within the Red Hill Vegetation Management Program and established new projects such as the Maxwell Trail and Point of Rocks VMP's, which add protection from a fire spreading down slope into the communities from the north and east. In addition to maintaining the prescribed fuel loading levels completed, it is proposed that the CAL FIRE/Riverside County Fire Department increases the treatment area within the same private properties to broaden the "shaded fuel break" and create a wider buffer of protection.

San Jacinto Mountains Community Wildfire Protection Plan - This CWPP, developed by the combined efforts of the Mountain Area Safety Task Force (MAST) and the Mountain Communities Fire Safe Council (MCFSC), was completed in March, 2006. The plan addresses the needs of communities from the top to the bottom of the San Jacinto Mountains. This inclusiveness is meant to ensure that every community has a voice in the protection plan. It also recognizes that all areas of the mountains are a potential starting point for a catastrophic fire. The Idyllwild-Pine Cove area is the most densely populated area on the mountain and lies in the center of the CWPP area. The Ernie Maxwell Trail, along which the project area lies, rims the eastern side of Idyllwild.

b) Demonstrated Experience and Capacity

Please describe your organization's experience in receiving and carrying out project related grants. Include in the discussion the source of funding (private sector grants, donations, federal, state or local grants), number of projects, when the projects occurred, and summary of accomplishments. If any of the grants were audited by the funding agency, summarize the findings of the auditor.

2003 - Award Amount: \$634,759	FEMA - Grant No. FIPS # 065-0000: HMGP
2004 - Award Amount: \$200,000	EAP - Grant No. 03-DG11051200-024
2004 - Award Amount: \$4,975,0000	SFA - Grant No. 04-DG11051200-029
2004 - Award Amount: \$2,000,000	EWP - Grant No. 69-91044-236
2008 - Award Amount: \$2,500,000	SFA - Grant No. 8-DG11051200-030
2009 - Award Amount: \$650,000	ARRA - Grant No. 09-DG11059702-011

All grant awards were successfully completed except for the 2008 award of \$2,500,000 which is currently active (approximately \$500,000 remaining) and will be completed during the coming year. These overlapping grant funds, more than \$10.3 million dollars utilized to date, have been used to remove more than 18,733 trees, treat more than 6176 acres, and assist owners of 2564 parcels on private and non-federal land in the Riverside County mountain communities through hazardous fuel abatement projects. Large Parcel projects were a major part of each grant budget with the exception of the ARRA grant. Additionally, through the Forest Health Enhancement Program grants and the Hazardous Fuels Treatment grants, 46 projects were completed including 182 acres of mastication, 465 acres of tree planting, and 545 acres of fuel reduction/forest health improvement projects.

c) Habitable structures

How many habitable structures (Project Application Question 12) will be impacted by the project? Describe how the owners of the habitable structures will benefit. Be specific in how the proposed project will address the risk and potential impact of wildfire to these structures in SRA.

The Idyllwild/Pine Cove area has 4116 housing units interspersed among the Wildland Urban Interface. The communities are directly adjacent to USDA Forest Service property and wilderness areas. The public property has dead and dying trees dispersed throughout the ownership. Years of drought and bark beetle attacks have thousands of standing dead trees that are ready to burn if a wildfire were to start in the area. The shaded fuel break is a forest management strategy used for mitigating the threat of wildfire in areas where natural fire regimes have been suppressed, leading to a dangerous buildup of combustible vegetation. Constructing a shaded fuel break is the process of selectively thinning and removing more flammable understory vegetation while leaving the majority of larger, more fire tolerant tree species in place. This management activity will allow fire crews to anchor in the project area to fight a fire before it gets into the community of Idyllwild. This project will directly benefit the communities of Idyllwild /Pine Cove.

d) Community infrastructure

Does the proposed project address the risk and potential impact of wildfire to community assets-at-risk related to critical services provided to the habitable structures? Examples of assets-at-risk include, but are not limited to, community infrastructure such as public buildings, commercial buildings, domestic and community water supplies, power lines, and communications facilities, etc. Be specific in how the proposed project will address wildfire risk to this infrastructure.

The Idyllwild/Pine Cove community and surrounding area contains power lines, streets, three water districts, and shared county services. Assets at risk in the area also include residential, commercial-industrial, schools, and recreational facilities. In addition, the world renowned Arts Academy of Idyllwild, the Camp Emerson Boy Scouts Camp, several religious camps, and corporate retreats are located within the area. The Idyllwild/Pine Cove area is known as a mountain resort area. Idyllwild itself has earned the designation as one of the "100 Best Small Art Towns in America". It was also voted "L.A.'s Best Mountain Getaway". Since the local economy is driven by tourism, the town has a proliferation of inns, restaurants, and gift shops. There is no recorded fire history for the area since fire records started being kept around 1924; therefore it is assumed the vegetative community is at least 90 years old, densely overgrown, and

primed for a catastrophic fire. By reducing the hazardous fuels along the popular trail and broadening the "shaded fuel break", the communities' risk of wildfire is lessened. Lives and property will gain an added measure of security.

Community Support

Is there a history of community and/or political support for wildland fire risk reduction projects? If so, please describe. If not, describe how support will be developed. If appropriate, include community support in the discussion of goals, objectives, and milestones.

Former Riverside County third district supervisor Jeff Stone and staff were strong supporters and advocates for wildland fire risk reduction projects. As a public safety advocate, Supervisor Stone has applauded the diligent effort of MAST and the Mountain Communities Fire Safe Council. The San Jacinto Mountains CWPP, a collaborative effort of MAST and MCFSC, is an exemplary example of how community partnerships work to improve a neighborhood's quality of life. MCFSC is a local group, but MAST is comprised of not only local groups such as WNKI (radio), Mountain Disaster Preparedness, Mountain Community Patrol and three local water districts, but also of Riverside County Fire, Office of Emergency Services, Sheriff's Department, Parks, California State Parks, Caltrans, and Highway Patrol. The Department of Fish and Game, the Bureau of Land Management, NRCS, and the U.S. Forest Service are also represented. The quarterly meetings, where current issues are presented and discussed, are always well attended.

e) CEQA Compliance

Projects that include on-the-ground work may require CEQA documentation. Prior to commencing work, CAL FIRE requires a review and acceptance of existing CEQA documentation. Describe the existing CEQA document for this project including the name of the Registered Professional Forester that prepared the CEQA document. If such documentation needs to be developed, then describe the method for obtaining compliance including who (if known) will be doing the CEQA report. Include CEQA in the description of goals, objectives, and milestones. This should also be reflected in the project budget.

Costs for the preparation of the requisite CEQA documentation is a component of the budget in the grant request. A Registered Professional Forester will be engaged to perform this activity.

2) Project Goals, Objectives, and Milestones

a) Project Goal

What are the goals of the project? Try to state the goals in a simple concise sentence. The goals should relate to the reduction of wildland fire risk to dwellings and/or improvement in fire safety to community assets. Example: This project will improve the Tabletop Road for use as a primary escape route for the Sunset community.

The first goals to reach are to engage a Registered Professional Forester to prepare the necessary CEQA and Timber Harvest Plan documentations. The long-term goal to accomplish with the project is to increase protection for the Idyllwild/Pine Cove area from fires originating along or above the trail as well as increase protection for the trail itself from fires starting below the trail. A recently released document by the USDA Forest Service cited the numerous fuel reduction treatments conducted over the past several years by various agencies as having been instrumental in limiting the severity of the Mountain Fire of 2013.

b) Project Objectives

Describe the objectives of the project. Example: if the goal is to educate property owners on techniques for reducing the ignition risk to their dwellings, then an objective may be to hold some number of 4 hour workshops.

The project objectives are to reduce existing heavy fuel loads adjacent to the Maxwell Trail, a popular, heavily traveled hiking trail above Idyllwild, to broaden the existing shaded fuel break, and create a wider buffer of protection along the 2.6 miles of the trail. This will be accomplished first by a thorough inspection along the trail by a Registered Professional Forester to insure CEQA and Harvest Timber Plan compliance, then by a Licensed Timber Operator crew to perform the actual work of hazardous fuel reduction and widening. The fuel reduction project will be completed by piling dead vegetation, thinning brush and small trees with chainsaws and

placing this material into small piles to be burned in cool weather or chipped where accessible. The project will conclude with a final inspection first by the Contracts' Administrator and then by a CAL FIRE/Riverside County Fire Inspector to confirm activity completion.

c) Project Timeline and Milestones

Describe the timeline that shows when project activities will be carried out. Include key milestones and dates for the project, especially if achieving the milestone will trigger an invoice. Remember, project activities must be completed by March 15, 2017 and final billing submitted by April 15, 2017.

The Bid process will begin within 5 months of funding. Award of contract will be within 4 months of a qualified bid. Labor will be completed within 2 months of the contract award. Inspection will be completed within 2 weeks of project completion.

d) Deliverables

Describe the deliverables that will be used to measure progress. The deliverables should be defined with sufficient detail for a grant inspector to confirm activity completion. For example, if the an objective is to educate property owners of risk and the activity is a number of community workshops, then the deliverable might be the workshop advertising flyer and attendance rosters showing the date, location, and attendees.

Progress can be measured by the distance in fuel reduction and trail widening completed along its 2.6 miles of the trail and by the level of thoroughness demonstrated.

e) Project area

Describe the project area and why this area was chosen. If the project calls for fuels treatment, then provide the total acres in the proposed project area and the approximate acres to be treated as separate numbers. If the Project is NOT fuels treatment related, in approximate terms, describe that portion of State Responsibility Area that the project will cover.

The Ernie Maxwell Trail was chosen due to the fact that it lies along the eastern rim of the most densely populated area of Mt. San Jacinto, the Idyllwild/Pine Cove area. The catastrophic Mountain Fire of 2013 occurred just on the other side of the mountain. Had the fire crested the mountain and come down the mountainside, Idyllwild could have been destroyed along with Pine Cove and all of the other surrounding communities as well. A propitious rain, along with the gargantuan effort provided by the fire agencies (3500 fire fighters), saved the area. The \$25,800,000 price tag on the suppression efforts is just the "direct" cost of the fire. When considering also the "indirect" costs, the true total is actually three to four times that amount. Reducing hazardous fuels and widening the "shaded fuel break" and along the trail will provide an added measure of security for the residents of and visitors to the popular resort area in addition to helping to preserve a valuable San Bernardino National Forest watershed. The project area is 116 acres out of a total of 344.

f) Special circumstances

What are the possible constraints on carrying out the project and how might these be mitigated in advance? Are there any special circumstances (location, types of vegetation, numbers or location of habitable structures or related community infrastructure impacted, equipment and/or staffing availability, weather, etc.)? Describe steps taken in advance, if any, to deal with these project risk factors.

The only constraints that would likely be encountered during the progress of the project are those caused by inclement weather during the winter months. As a matter of consideration for the workers as well as the hikers, this project will be planned for the period of least activity along the hiking trail, usually the deep winter months. Weather could cause delays if severe enough, but in view of the fact that the area is now entering the fourth year of diminished precipitation, this is not expected.

3) Budget

a) Describe budget elements

Attach your project budget. (Attachment 3) Explain the relationship between the budget and the project activities. Justify additions or deletions from the original concept proposal grant request. Attach the Budget as a separate document (the Excel .xls document) with the file name as described in the Project Application.

The original budget specified a figure of \$296,000 "including" a 5% administrative cost. It should have read "plus" a 5% administrative cost which amounts to an additional \$15,579. This would cover employee costs for a Contracts Administrator and an Accounting Technician provided by the County of Riverside. Grant funds would cover \$6000 and \$290,000 respectively for the contracted services of a Registered Professional Forester and for the services of a Licensed Timber Operator and crew.

b) Activities funded

Describe specific activities to be funded and the associated costs. How will these costs be divided between administrative, non-administrative personnel, and operating costs? If applicable, include estimates for project-related contracts, such as for a Registered Professional Forester or for a mastication contractor, equipment rental, or equipment purchase

Grant Portion:

The budget specifies \$6000 for a Registered Professional Forester to prepare the CEQA documentation and develop a Timber Harvest Plan. The \$290,000 figured specified for a Licensed Timber Operator with crew is for the actual work of clearing and widening the "shaded fuel break" at a cost of \$2500 acres for the 116 acres of the project.

Cost Share Portion:

Employees of the County will provide the necessary contract administration, LTO evaluations, activity inspections, record keeping, progress report filing, and any additional environmental reports as required. These functions are anticipated to be valued at \$15,770 over the life of the project.

c) Partner contributions

Projects often include partner organizations to achieve results. Does this project include partners? If so, who are the partners and what is their role in achieving the project goals/objectives? Are they included in the project budget? This section should fully discuss matching or leveraging entities and their contributions.

The partner in this project is actually the proposed grantee, the County of Riverside. Employees of the County will provide the necessary contract administration, LTO evaluations, activity inspections, record keeping, progress report filing, and any additional environmental reports as required. These functions are anticipated to be valued at \$15,770 over the life of the grant.

d) Equipment purchases

Is the purchase of equipment proposed in the budget? Purchases of items costing more than \$5,000 with a useful life of more than 1 year are considered equipment purchases. If so, describe the equipment being purchased. Describe options for completing the project without the purchase (equipment rental, contract, partner service, etc.) and why these alternatives are not viable for this project. If equipment is purchased with this grant, what will happen after the project is completed? Discuss ownership, maintenance, and the intended use, intended life, and disposition of the equipment.

N/A

4) Post Project Considerations

a) Accomplishment Longevity

Fire risk reduction activities may not make a permanent change to the wildland fire risk environment. Trees and brush will grow back, new homeowners that move into a neighborhood may not be educated on defensible space, building codes may be updated as new materials and construction techniques are developed.

Please describe the probable longevity of this project. How long will the fuels treatment be viable before maintenance is needed? How long will an education program be "fresh" before a refresher is needed? How long is a planning document expected to be viable?

The benefits of this project will endure as long as the Ernie Maxwell Trail continues to be a popular hiking trail in Southern California, which will be in perpetuity barring the event of a catastrophic wildfire or an earthquake that completely obliterates the trail. Maintenance along the trail would be expected to be necessary in five to ten years' time. Inspections would begin after the first five years.

b) Maintenance

Please describe (briefly) likely actions that will be required in the future to maintain the benefits created by this project. Will maintenance activities be as costly or as in depth as the original project?

New growth that occurs adjacent to the trail, brush and small trees, will need cutting periodically in order to maintain the "shaded fuel break". Ideally, this would be every three to five years when reentry assessments will be made. Brush and trees will grow back due to moisture levels and the vigor of the plant species. However, maintenance will not be as costly or as in depth as the original project in that it will not require widening the "shaded fuel break" as does the original project.

c) Lessons Learned

One test of the validity of a project is how the area performs during a wildland fire. What measurements can CAL FIRE investigators look for in the event that a wildland fire burns in the project area? These measurement and/or observations should relate directly to the successful completion of the project. In other words, what can the investigators look at and say that the project made the difference?

In the event of a wildland fire investigators could look at whether or not the fire was stopped or at least slowed, along the length of the trail. Stopping the wildland fire would be ideal, but slowing it would allow more time for evacuations, if necessary, or to establish areas in which firefighters could make a stand.

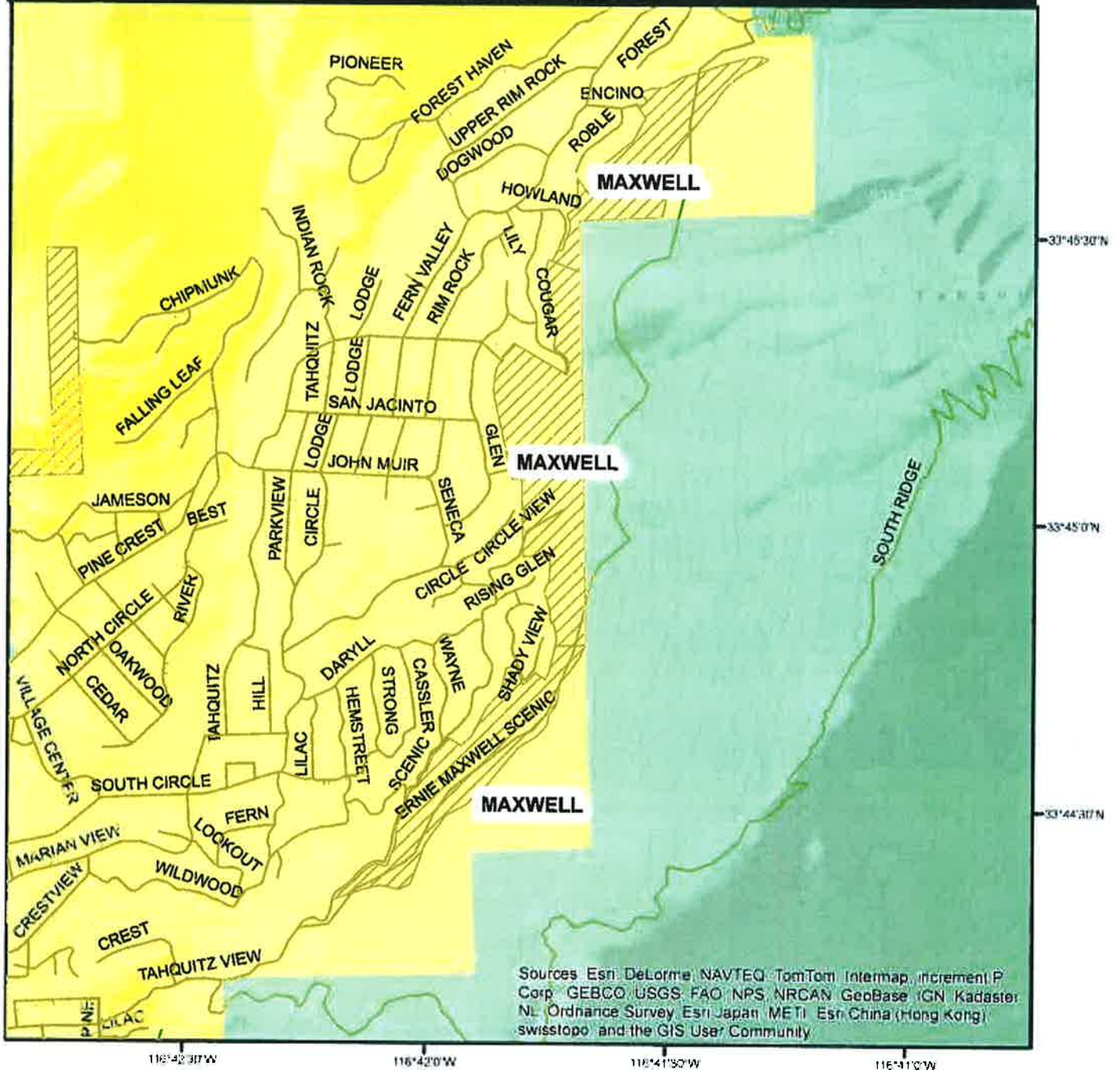
Project Budget

Project Name: Maxwell Trail Hazardous Fuel Reduction Project

Budget Category	Item Description	Cost Basis			Cost Share (%)			Funding Source (\$)			Total (\$)
		Quantity	Units	Cost/Unit	Grant	Grantee	Partner	Grant	Grantee	Partner(s)	
A. Salaries and Wages											
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
Sub-Total Salaries and Wages:								\$ -	\$ -	\$ -	\$ -
B. Employee Benefits											
		0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
Sub-Total Employee Benefits:								\$ -	\$ -	\$ -	\$ -
C. Contractual											
		0	Report	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
Registered Professional Forester		12.5	Days	\$ 480	100%	0%	0%	\$ 6,000	\$ -	\$ -	\$ 6,000
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
Licensed Timber Operator		116	Acres	\$ 2,500	100%	0%	0%	\$ 290,000	\$ -	\$ -	\$ 290,000
		0	Miles	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
Sub-Total Contractual:								\$ 296,000	\$ -	\$ -	\$ 296,000
D. Travel & Per Diem:											
		0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
Sub-Total Travel & Per Diem:								\$ -	\$ -	\$ -	\$ -
E. Supplies											
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	100%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
Sub-Total Supplies:								\$ -	\$ -	\$ -	\$ -
F. Equipment											
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
Sub-Total Equipment:								\$ -	\$ -	\$ -	\$ -
G. Other Costs											
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
Sub-Total Other Costs								\$ -	\$ -	\$ -	\$ -
Total Direct Costs								\$ 296,000	\$ -	\$ -	\$ 296,000
Indirect Costs								0% \$ -			\$ -
Total Project Costs								\$ 296,000	\$ -	\$ -	\$ 296,000
Less Program Income								\$ -			\$ -
Total Grant Proposed Costs								\$ 296,000	\$ -	\$ -	\$ 296,000

Maxwell

November 4, 2014



Legend

- FRA
- LRA
- SRA
- Treatment Polygons

Project Location

0 0.25 0.5 Mile

Projected Coord. System: NAD 83 - Topic 4(b)



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

APPLICANT: **Riverside County Fire**
PROJECT TITLE: **Maxwell Trail Hazardous Fuel Reduction Project**
GRANT AGREEMENT: **5GS14153**

PROJECT PERFORMANCE PERIOD IS from Upon Approval through November 30, 2016.
Under the terms and conditions of this Grant Agreement, the applicant agrees to complete the project as described in the project description, and the State of California, acting through the Dept. of Forestry & Fire Protection, agrees to fund the project up the total state grant amount indicated.

PROJECT DESCRIPTION: The first goals to reach are to engage a Registered Professional Forester to prepare the necessary CEQA and Timber Harvest Plan documentations. The long-term goal to accomplish with the project is to increase protection for the Idyllwild/Pine Cove area from fires.

Total State Grant not to exceed \$ 296,000.00 (or project costs, whichever is less)

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

Riverside County Fire

**STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY
AND FIRE PROTECTION**

Applicant

By

Peter Leati
Signature of Authorized Representative

By

Title

PETER LEATI, DEPUTY DIRECTOR

Title: **Tonya Hoover, State Fire Marshal**

Date

4.6.15

Date

CERTIFICATION OF FUNDING

AMOUNT OF ESTIMATE FUNDING \$ 296,000.00		GRANT AGREEMENT NUMBER 5GS14153		FUND Optional Line Item: 3540-001-3063 State Responsibility Area (SRA)	
ADJ. INCREASING ENCUMBRANCE \$ 0.00		APPROPRIATION General		Fire Prevention Fund	
ADJ. DECREASING ENCUMBRANCE \$ 0.00		FUNCTION General Fund			
UNENCUMBERED BALANCE \$ 296,000.00		LINE ITEM ALLOTMENT 3540-001-0001	CHAPTER 25	STATUTE 2014	FISCAL YEAR 14/15
T.B.A. NO.	B.R. NO. FY 14/15	INDEX 9212	OBJ. EXPEN D 418	PCA 91004	PROJECT/WORK PHASE VENDOR#

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

SIGNATURE OF CAL FIRE ACCOUNTING OFFICER

DATE

TERMS AND CONDITIONS OF GRANT AGREEMENT

I. RECITALS

1. This Grant Agreement, hereinafter "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 Riverside County Fire, hereinafter referred to as "GRANTEE".
2. The STATE hereby grants to GRANTEE a sum (hereinafter referred to as "GRANT FUNDS" not to exceed Two hundred and Ninety six thousand dollars. (\$296,000.00).
3. In addition to the terms and conditions of this Agreement, the STATE and GRANTEE agree that the terms and conditions contained in the documents set forth below are hereby incorporated and made part of this agreement.
 - a. Stakeholder Procedural Guide for CAL FIRE State Responsibility Area Fire Prevention Fund Fire Prevention Grant Program (SRAFPF Grant Program)
 - b. The submitted Application, Scope of Work, Budget Detail, and Exhibits

II. SPECIAL PROVISIONS

1. Recipients of GRANT FUNDS pursuant to California Public Resources Code Section 4214 shall abide by provisions in this Agreement, including the requirement that work shall not commence prior to the execution of this Agreement. 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 and produced with the use of public funds shall be available for public use.

III. GENERAL PROVISIONS

1. Definitions
 - a. The term "Agreement" means grant agreement number 5GS14153.

GRANT NUMBER 5GS14153
Riverside County Fire
Maxwell Trail Hazardous Fuel Reduction Project

- 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 proposed budget plan.
- h. The term "Project Scope of Work" as used herein means the individual scope of work describing in detail the proposed tasks.

2. 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 Project in this Agreement and its attachments and under the terms and conditions set forth in this Agreement.
- b. GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the Project. Any amendment to the Project as set forth in the Application on file with the STATE must be submitted to the STATE for approval in writing. No amendment is allowed until written approval is given by the STATE.
- c. GRANTEE shall complete the Project in accordance with the time of Project performance set forth in this Agreement, unless an amendment has been approved and signed by the STATE under the terms and conditions of this Agreement. Amendments may be requested in advance and will be considered in the event of circumstances beyond the control of the GRANTEE, but in no event less than 90 days from the Agreement expiration date and in no event less than 60 days before the effective date of the amendment. Approval of amendment is at the STATE's discretion.

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- d. 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.
 - e. 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 certifies that the Project Scope of Work complies with all local and State laws and regulations.
 - g. 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.
 - h. 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.
3. Project Costs and Payment Documentation
- a. The GRANT FUNDS to be provided to GRANTEE under this Agreement will be disbursed for eligible costs as follows, not to exceed in any event the amount set forth in Section I. RECITALS, Paragraph 2 of this Agreement.
 - b. Payment by the STATE shall be made after receipt of an acceptable invoice and approval by a duly authorized representative of the STATE. GRANTEE shall submit an invoice for payment to the grant officer of the STATE. A final invoice shall be submitted no later than 30 days after completion, expiration, or termination, of this Agreement.
 - c. For services satisfactorily rendered, and upon receipt and approval of invoices for payment, the STATE agrees to compensate GRANTEE for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto, as Attachment 3 – Final Project Budget, and made a part of this Agreement.

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- d. GRANTEE shall submit, in arrears, not more frequently than once a month, and no less than quarterly, an invoice to the STATE for costs paid by GRANTEE pursuant to this Agreement. Each invoice shall contain the following information: the Agreement number, the dates or time period during which the invoiced costs were incurred, expenditures for the current invoice and cumulative expenditures to date by major budget category (e.g., salaries, benefits, supplies, etc.), appropriate supporting documentation, project progress reports, and the signature of an authorized representative of GRANTEE as detailed in the Invoice Guidelines of the Procedural Guide for the CAL FIRE SRAFFP Grant Program.
- e. GRANT FUNDS in this award have a limited period in which they must be expended. All GRANTEE expenditures must occur prior to the end of the Project Performance Period of this Agreement.
- f. Except as otherwise provided herein, GRANTEE shall expend GRANT FUNDS in the manner described in the Project Budget Detail approved by the STATE. The dollar amount of an item in the Project Budget Detail may be increased or decreased by up to ten percent (10%) of the budget item through reallocation of funds from another item or items, without approval by the STATE; however, GRANTEE shall notify the STATE in writing in project progress reports when any such reallocation is made, and shall identify both the item(s) being increased and those being decreased. Any increase or decrease of an item of more than ten percent (10%) of the budget item must be approved in writing by the STATE before any such increase or decrease is made. A formal approved amendment is required to increase the total amount of GRANT FUNDS.
- g. GRANTEE shall promptly submit any and all records at intervals, and in such form, as the STATE may request.
- h. GRANTEE shall submit each invoice for payment with supporting documentation and progress reports to the grant officer of the STATE. Invoices shall be signed and dated by an authorized GRANTEE representative and include the agreement number and shall be submitted not more frequently than monthly in arrears to:

California Department of Forestry & Fire Protection
Attention: Zsolt Katay
210 W. San Jacinto Ave
Perris, CA 92570

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Maxwell Trail Hazardous Fuel Reduction Project

- i. **Advance Payment:** Notwithstanding any of the provisions stated within this Agreement, the STATE may at its discretion make advance payment to the GRANTEE, whom are Community-based private non-profit agencies, upon written request by the GRANTEE. Advance payment made by the STATE shall be subject to these provisions below.

Where hardship circumstances exist for the GRANTEE, the STATE will consider authorizing advance payments. The STATE will consider the following factors in determining whether a hardship situation exists:

- Modest reserves and potential cash flow problems of the GRANTEE including the need for advance funding in order to initiate a project. A justification for advance payment may include items such as the inability to pay for staff, supplies, administration expenses, and to secure contractors for project work.

The following guidelines will be applied to advance payments:

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

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4. Budget Contingency Clause

- a. If funding for any fiscal year is reduced or deleted for purposes of the SRAFPF 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.

5. Project Administration

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

6. Financial Records

- a. GRANTEE shall retain all records described in Section 6(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 agrees to make them available to the STATE for review during business hours. This includes the right to inspect and make copies of any books, records, or reports, of GRANTEE pertaining to this Agreement or matters related thereto.
- c. GRANTEE shall keep such records as the STATE shall prescribe, including 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 for auditing purposes at reasonable times.

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- d. **GRANTEE shall use any generally accepted accounting system.**

7. 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.**
- d. **Failure of GRANTEE to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of the STATE hereunder if in the judgment of the STATE such failure was due to no fault of GRANTEE. At the discretion of the STATE, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.**
- e. **Final payment to GRANTEE may not be made until the STATE determines the Project conforms substantially to this Agreement.**

8. Hold Harmless

- a. **GRANTEE shall defend, indemnify and hold the STATE, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of GRANTEE, its officers, agents, or employees. The duty of GRANTEE to indemnify and hold harmless includes the duty to defend as set forth in Civil Code Section 2778. This Agreement supersedes GRANTEE's right as a public entity to indemnity (see Government Code Section 895.2) and contribution (see Government Code Section 895.6) as set forth in Government Code Section 895.4.**
- b. **GRANTEE waives any and all rights to any type of express or implied indemnity or right of contribution from the STATE, its officers, agents, or**

GRANT NUMBER 5GS14153
Riverside County Fire
Maxwell Trail Hazardous Fuel Reduction Project

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.

9. Tort Claims

FEDERAL:

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

STATE:

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

10. 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.

11. 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.

12. 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.

13. 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.

14. Assignment

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