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



**ITEM** 3.21 (ID # 7977)

#### **MEETING DATE:**

Tuesday, November 6, 2018

**FROM:** FIRE DEPARTMENT:

SUBJECT: FIRE DEPARTMENT: Acceptance of CAL FIRE California Climate Investments (CCI) Fire Prevention (FP) Grant No. 5GG17196 for the Riverside County - Dead, Dying, Diseased Tree Removal Project; [District 3] [\$1,140,383 total grant] 75% State Grant Funds, 15% Private Property Owner Funds, 10% General Funds. (4/5 Vote Required)

#### **RECOMMENDED MOTION:** That the Board of Supervisors:

- Accept the CAL FIRE California Climate Investments (CCI) Fire Prevention (FP) Grant
  No. 5GG17196 in the amount of \$853,482 for the Riverside County Dead, Dying,
  Diseased Tree Removal project from the California Department of Forestry and Fire
  Protection awarded to the Riverside County Fire Department, with a property owner cost
  share of \$178,500 and an in-kind department match of \$108,401; and,
- 2. Chairman sign in blue ink four (4) sets of the grant agreement signature page; and,
- 3. Authorize the Fire Chief or his designee to sign and administer all actions necessary and to sign any related grant documents; and,
- 4. Approve and Direct the Auditor-Controller to make the budget adjustment for FY 18/19 as outlined in Schedule A.

**ACTION: 4/5 Vote Required** 

Shawn Newman, Chief Cal Fire Riverside County 10/15/2018

#### MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Perez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes:

Jeffries, Tavaglione, Washington, Perez and Ashley

Nays:

None

Absent:

None

Date:

November 6, 2018

XC:

Fire, Auditor

Kecia Harper-Ihem

3.21

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

FINANCIAL DATA	Curre	ent Fiscal Year:	Nex	t Fiscal Year:		Total Cost:	Ongoi	ng Cost
COST	\$	380,128	\$	380,128	\$	1,140,383	\$	0
NET COUNTY COST	\$	36,134	\$	36,134	\$	108,401	\$	0
SOURCE OF FUND Property Owner Fun					rivate	Budget Adju	ıstment:	Yes

C.E.O. RECOMMENDATION: Approve

#### **BACKGROUND:**

#### <u>Summary</u>

The California Climate Investments and the Department of Forestry and Fire Protection (CAL FIRE) budgeted up to \$195 million to CAL FIRE's Forest Health and Fire Prevention Programs. Together, these programs improve resiliency of forested and forest-adjacent communities and upper watershed forests while achieving climate goals. The grant funding is available for projects that focus on supporting local efforts to remove hazards that pose a threat to public health and safety and for projects that reduce the wildfire threat to habitable structures within State Responsibility Areas (SRA). Funded activities include hazardous fuel reduction, fire planning, and fire prevention education with an emphasis on improving public health and safety while reducing greenhouse gas emissions.

The department was awarded funding in the amount of \$853,482 for the Riverside County -Dead, Dying, Diseased Tree Removal project. This project will remove up to 350 dead, dying, and diseased (DDD) trees in the San Jacinto Mountains range of the San Bernardino National Forest in Riverside County. The area has experienced significant drought conditions which has caused non-native insects to ravage trees. The California Board of Forestry and Fire Protection has declared the area as a Zone of Infestation (ZOI) for both the pine bark beetle and gold spotted oak borer (GSOB). The project will focus on trees that are greater than 100 feet from structures and will focus on increasing carbon sequestration, increasing carbon storage, and reducing GHG during wildfires. Treatment prescriptions are aimed at reducing fire hazard, improving tree growth, and increasing forest resilience. Treatments will eliminate the vertical and horizontal continuity of tree fuels in an effort to reduce the rate of fire spread, duration and intensity, fuel ignitability, or ignition of tree crowns. This treatment will help protect 4,517 structures that are located in "Very High" Fire Hazard Severity Zone. The primary goals and objectives of this project are eliminating wildfire starts, catching wildfires before they blow into wildland or urban areas, and facilitating firefighting efforts and general public safety. All of these will contribute to reduced Greenhouse Gas emissions resulting from wildfire and increased carbon storage and carbon sequestration over time.

To accomplish the project goals, the department will procure a Project Manager (PM) to prepare the treatment prescriptions and site plans and will ensure environmental compliance is met.

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

Once these documents are prepared, the PM will begin to manage the sites and flag/mark the DDD trees and the prescribed treatment method. The department will concurrently procure a Licensed Timber Operator (LTO) to execute the prescribed vegetation treatment plan. The LTO licensed under the Forest Practice Act law is the authorized agent that will conduct forest tree cutting and conduct the fuel removal and treatment operations and will comply with all laws and regulations relating to such tree cutting or removal. Once the PM has marked out parts of the site, the LTO will begin to execute the treatment plan prescribed to each tree as marked. The anticipated timeline for the project will take three years to complete. This considers the seasonality restrictions that make the area unworkable due to the steep terrain and dangerous conditions during the winter.

#### **Impact on Residents and Businesses**

These funds are dedicated to protecting the health and safety of the public and firefighting personnel against fire and fire related hazards in the unincorporated area.

#### Additional Fiscal Information

The department was authorized to apply for this grant on June 5, 2018 (3-21). The project period of performance is from the date of final approval from the grantor through March 15, 2022, and the department is requesting a budget adjustment for one-third of the grant allocation for the current fiscal year. The Fire Prevention Grant Program does not require cost share match however the department will provide in-kind match through grant administration services totaling \$108,401 through currently approved budgeted departmental functions.

The "15% Private Property Owner Funds" indicated in the Sources of Funds is for a cost-share agreement between the LTO and the private property owner. The forest tree cutting treatment operations will be on a cost-share basis with the property owner agreeing to be responsible for paying the LTO contractor 25% of the operational costs, and the grant will cover 75% of the cost. There will be a need-based component where the grant may have to pay for 100% of the cost for low-income property owners, which is factored into the Source of Funds calculations.

#### **Contract History and Price Reasonableness**

The Fire Prevention Grant Program replaces the State Responsibility Area Fire Prevention Fund (SRAFPF) and Tree Mortality (TM) Grant Program previously funded by CAL FIRE. On April 2, 2015, the department was awarded \$296,000 in SRAFPF funding to reduce hazardous fuels in the Idyllwild/Pine Coves areas. The Board of Supervisors action on May 12, 2015 (3-57) authorized the acceptance of the grant and the terms of the grant were satisfied.

SCHEDULE A. <u>BUDGET ADJUSTMENT</u>

Increase Appropriations
10000-2700200000-527780 Special Program Expense \$380,128

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

Total

\$380,128

**Increase Estimated Revenue:** 

10000-2700200000-767220 Fed-Other Operating Grants \$380,128

Total

\$380,128

Sandy Armijo
Sandy Armijo

10/30/2018

Ran Catter, Principal Management Analyst

10/30/2018

Gregory . Priapios, Director County Counsel

10/30/201



#### **DEPARTMENT OF FORESTRY AND FIRE PROTECTION**

P.O. Box 944246 SACRAMENTO, CA 94244-2460 (916) 653-7772 Website: www.fire.ca.gov



October 3, 2018

Jeremy Murphy County of Riverside 210 W. San Jacinto Ave. Riverside, CA 92570

5GG17196; Riverside County - Dead, Dying, Diseased Tree Removal

This agreement cannot be considered binding on either party until approved by appropriate authorized CAL FIRE designee. No services should be provided prior to approval, as the State is not obligated to make any payments on any Agreement prior to final approval. FAILURE TO RETURN ALL DOCUMENTS BY DATE BELOW MAY RESULT IN LOSS OF FUNDING.

Please contact Gregg Bratcher at (951) 659-3335 if you have questions concerning services to be performed. Please contact Bobby Nguyen at (916) 651-6620 if you have any administrative questions or concerns.

- 1. Full grant agreement including terms and conditions, addendum, grant application form, scope of work, budget, and map enclosed. Print (single sided) and return three (3) sets of agreements with original signatures in blue ink. In addition, please return the attachment(s) below, as applicable to your organization, to be received by CAL FIRE no later than November 30, 2018.
  - Attachment 5 Std. 204 Payee Data Record <a href="http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf">http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf</a>
  - Attachment 7 Board Resolution or Attesting Document granting authority to sign (non-profit and local entity applicants)

Return all originals and requested documents for further processing to:

Department of Forestry and Fire Protection

Attention: GMU/CCI FP

P.O. Box 944246

Sacramento, CA 94244-2460

2. Enclosed for your record is one fully executed copy of the agreement referenced above. When billing for services performed under this agreement, your invoices must reference the agreement number above and be submitted to the contract manager.

Thank you.

Bobby Nguyen Grants Analyst

Grants Management Unit

**Enclosures** 

CC: Virginia Hernandez Gregg Bratcher Stella Chan

# WHEN\_DOCUMENT IS FULLY EXECUTED RETURN CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010 Post Office Box 1147, Riverside, Ca 92502-1147

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

**APPLICANT:** 

FORM APPROVED COUNTY COUNSEL

**County of Riverside** 

**PROJECT TITLE:** 

Riverside County - Dead, Dying, Diseased Tree Removal

**GRANT AGREEMENT:** 

5GG17196

PROJECT PERFORMANCE PERIOD IS from Upon Approval through March 15, 2022.

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: Project will remove up to 350 dead, dying, and diseased (DDD) trees in the San Jacinto Mountains range of the San Bernardino National Forest in Riverside County.

**Total State Grant not to exceed \$** 

853,482.00

(or project costs, whichever is less)

County of Riverside	STATE OF CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION
Applicant  By Signature of Authorized Representative	Ву
Title: Chairman of the Board of Supervisors	Title: Dennis Mathisen, State Fire Marshal
NOV <b>0 6 2018</b>	Date

AMOUNT OF ESTI	MATE	GRANT AG	REEMENT N	UMBER	FUND		
\$853,482.00		5GG1719	6		Green	house Gas Re	duction Fund
ADJ. INCREASING ENCUMBRANCE \$ 0.00	•	APPROPRI Greenho		eduction Fund			
ADJ. DECREASING ENCUMBRANCE \$ 0.00	3	FUNCTION Greenh		s Reduction F	und		- A
UNENCUMBERED	BALANCE	LINE ITEM ALLOTMEN	ıT	CHAPTER		STATUTE	FISCAL YEAR
\$853,482.00		3540-00	1-3228	14, 249		2017	17/18
T.B.A. NO.	B.R. NO. FY 17/18	9212	OBJ. EXPEN D 418	PCA 91015		PROJECT/WO VENDOR#	RK PHASE

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 Agreement, is entered into between the State of California, by and through the California Department of Forestry and Fire Protection (CAL FIRE), hereinafter referred to as "STATE" and County of Riverside, hereinafter referred to as "GRANTEE".
- 2. The STATE herby grants to GRANTEE a sum (hereinafter referred to as "GRANT FUNDS") not to exceed Eight Hundred Fifty Three Thousand Four Hundred Eighty Two Dollars (\$853,482.00).
- 3. In addition to the terms and conditions of this Agreement, the STATE and GRANTEE agree that the terms and conditions contained in the documents set forth below are hereby incorporated and made part of this agreement.
  - a. Department of Forestry and Fire Protection (CAL FIRE) Fire Prevention Grant Program Procedural Guide 2017-2018
  - b. The submitted Application, Scope of Work, Budget Detail, GHG Emissions Reduction Methodology and Exhibits
  - c. Addendum for Greenhouse Gas Reduction Fund (GGRF) Grant Projects

#### II. SPECIAL PROVISIONS

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

#### III. GENERAL PROVISIONS

#### 1. Definitions

- a. The term "Agreement" means grant agreement number 5GG17196.
- b. The term "GRANT FUNDS" means the money provided by the STATE to the GRANTEE in this Agreement.
- c. The term "GRANTEE" means an applicant who has a signed Agreement for the award for GRANT FUNDS.
- d. The term "Other Sources of Funds" means all matching fund sources that are required or used to complete the Project beyond the GRANT FUNDS provided by this Agreement.
- e. The term "STATE" means the State of California, Department of Forestry and Fire Protection (CAL FIRE).
- f. The term "Project" means the development or other activity described in the "Project Scope of Work".
- g. The term "Project Budget Detail" as used herein defines the approved budget plan.
- h. The term "Project Scope of Work" as used herein means the individual scope of work describing in detail the approved tasks.

# 2. Project Representatives

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

STATE: CAL FIRE	GRANTEE: County of Riverside
Section/Unit: RRU - Riverside Unit	Section/Unit:
Attention: Gregg Bratcher	Attention: Jeremy Murphy
Mailing Address: 25380 Franklin Dr. Idyllwild, CA 92549	Mailing Address: 210 W. San Jacinto Ave. Riverside, CA 92570
Phone Number: (951) 659-3335	Phone Number: 951-940-6361
Email Address: Gregg.Bratcher@fire.ca.gov	Email Address: jeremy.murphy@fire.ca.gov

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

#### 3. Project Execution

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

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

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

# 4. Project Costs and Payment Documentation

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

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

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

California Department of Forestry & Fire Protection Attention: Gregg Bratcher 25380 Franklin Dr. Idyllwild, CA 92549

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

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

# 5. Budget Contingency Clause

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

# 6. Project Administration

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

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

#### 7. Financial Records

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

#### 8. Project Termination

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

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

#### 9. Hold Harmless

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

#### 10. Tort Claims

#### FEDERAL:

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

#### STATE:

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

#### 11. Nondiscrimination

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

#### 12. Incorporation

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

### 13. Severability

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

#### 14. Waiver

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

#### 15. Assignment

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

#### ADDENDUM - CALIFORNIA CLIMATE INVESTMENTS (CCI) GRANT PROJECTS

#### I. SPECIAL PROVISIONS

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

# II. MONITORING AND REPORTING REQUIREMENTS

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

https://ww2.arb.ca.gov/resources/documents/cci-quantification-benefits-and-reporting-materials.

#### III. PROGRAM ACKNOWLEDGEMENT/RECOGNITION

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

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

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

Guidance on California Climate Investments logo usage, signage guidelines, and high-resolution files are contained in a style guide available at: <a href="https://www.caclimateinvestments.ca.gov/logo-graphics-request">www.caclimateinvestments.ca.gov/logo-graphics-request</a>.

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

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



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



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

1. Project Tracking #: 17-FP-RRU-2011	CalMapper ID: 3100-2016-FP	L-003
Project Name/Title: Riverside County - Dead, Dying, Diseased	Tree Removal	
County: Riverside CAL FIRE Unit/Contract Cou	unty: RRU - Riverside Unit	Please use this 3-letter Unit identifier for file naming (see questions 6 & 17)
2. Organization Type: County	If Other, please specify:	
If Non-Profit, are you a registered 501(c)(3)?	Fire Protection Provider:	County
3. Sponsoring Organization: County of Riverside		
Project Manager Title: Administrative Services Analyst		
First Name: Jeremy	Last Name: Murphy	
Address 1: 210 W. San Jacinto Ave.	na	
Address 2:		
City: Riverside State: C	California	Zip Code: 92570
Phone Number: 951-940-6361	Secondary Phone Number: 951-	966-9184
Email Address: jeremy.murphy@fire.ca.gov	Fax Number:	951-657-2662
4. For which <u>primary</u> activity is funding being request	ted?	
Fuel Reduction		
<b>5. Grant Period:</b> Please provide the estimated start date and March 15, 2022. Note that final billing is due 30 days after proj		
Project Start Date: 03/16/2019	Project Complet	ion Date: 03/15/2022

Tracking #: 17-FP-RRU-2011

Project Name: Riverside County - Dead, Dying, Diseased Tree Removal

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

A <u>REQUIRED</u> component of the application is the usage of the Fire Prevention Grant Project/Treatment Area Mapping Program. The mapping program and directions can be found here: <a href="http://calfire.ca.gov/fire\_prevention/firepreventiongrants">http://calfire.ca.gov/fire\_prevention/firepreventiongrants</a>

Latitude N 33 44 44 Longitude W	116	42	51	
---------------------------------	-----	----	----	--

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

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

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

#### 7. Project Area Statistics:

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

	LRA	FRA	SRA
Habitable Dwellings (# of dwellings):	70	0	4,517
Project Area (acres):	1,050	0	7,000
Fuels Treatment Area (acres):	53	o	350

#### 8. SRA Fire Hazard Severity Zones (FHSZ):

What SRA Fire Hazard Severity Zones (FHSZ) are in the project area? SRA Fire Hazard Severity Zone ratings are available at: <a href="http://calfire.ca.gov/fire">http://calfire.ca.gov/fire</a> 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	7,000	85 %
High	0	0 %
Moderate	0	0 %
Non SRA (Federal or Local Area)	1,050	15 %
TOTAL	8,050	100 %

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

Percent Note: Total % must be 100%

Tracking #: 17-FP-RRU-2011

<b>9. Limiting Factors:</b> Are there any existing forest or land managrelated to zoning; use restrictions, or other	gement plans; Conservation Easer factors that can or will limit the fi	nents; Covenant, Cor re prevention propos	ditions & Restrictions (CC&R's); matters ed activity?
If checked, describe existing plan(s)	and the limitations, if any, in the a	ttached Scope of Wo	ork.
<b>10. Timber Harvest Plans:</b> For fuel reduction projects, is there a timbe Completion" has not been filed with CAL Fl		ortion of the propose	d project area for which a "Notice of
If checked, provide the THP identification	n number and describe the relationsl	nip to the project in the	attached Scope of Work document.
тн	IP ID Number:		]
<b>11. Communities at Risk:</b> Is the project See <a href="http://osfm.fire.ca.gov/fireplan/fireplan">http://osfm.fire.ca.gov/fireplan/fireplan</a>		at is listed as a Comm	
If yes, what is the name of the community(ies)? If none, enter "none".	Twin Pines, Poppet Flats, Pine Co Eslinore, City of Wildomar	ove, Idyllwild, Garner	Valley, Mountain Center, City of Lake
	Number of Community(ies) at Ri	sk: 8	
12. Disadvantaged/Low Income Com See <a href="https://www.arb.ca.gov/cc/capandtrace">https://www.arb.ca.gov/cc/capandtrace</a> If yes, select all that applies: Disadvantage D	le/auctionproceeds/communityir vantaged	vestments.htm Both	☑ Yes    No ☑ Buffer Zone
This project will remove up to 350 dead, d sequestration, increasing carbon storage,			ntains focus on increasing carbon
<b>14. Project Budget:</b> What is the proposed budget? Please inclu Project Budget workbook (.xls).	ide a discussion of the project bu	dget in the Scope of \	Nork and enter the amount from the
Project budget workbook (.xis).	<b>Budget Item</b>	Amount	
	Grant Portion of project (\$)	\$853,482.00	
	Equipment Purchases (\$)	\$0.00	
	Partners (\$)	\$286,901.00	
	Total Project Budget (\$)	1,140,383	
<b>15. Local Wildland Fire Risk Reductio</b> Is the project in, consistent with, or build or covered by this project? If so, discuss in the	n a larger plan that deals with the		pact to habitable structures in the WUI
	☐ Homeowners' Assoc	iation Plan	Fire Safe Council Action Plan
County Fire Department Strategic Fire	Plan 🔲 Local Fire Departme	nt Plan	FIREWISE Community Assessment
Other Local Plan (Identify in Scope of W	/ork) 🛛 Local Hazard Mitiga	ion Plan	Community Wildfire Protection Plan
Tracking #: 17-FP-RRU-2011			

Project Name: Riverside County - Dead, Dying, Diseased Tree Removal

	cate the Cl	QA docu	ment type: Notice of Exempt	ion For planning, education and other projects that are exempt from CEQA, select "Not Applicable".
ocument	Identificat	ion Numl	ber	
OTE TO A equested I ote: Replace	nformation XXXX in the	If you mo n, your ap ile name wi	odify the language contained i oplication <u>will</u> be rejected. ith the project's ID Number.	n any part of this document, other than to fill in the blanks, or to provide here the project is located. Unit identifiers are listed in the instructions for this application form
	S Mail	Email	Attachments	File Name
		$\boxtimes$	Application Form (.pdf)	17-FP-RRU-2011-Application.pdf
1	×	$\boxtimes$	Scope of Work	17-FP-RRU-2011-SOW.docx
.			Project Budget	17-FP-RRU-2011-Budget.xlsx
. 1	×	$\boxtimes$	Project Map (.pdf)	17-FP-RRU-2011-Map.pdf
1			Articles of Incorporation (.pdf)	Not applicable
		2-	equired: Grantee's Authorized	6/6/18
Print	ed Name	Diane	Sinclair	Title Deputy Director, Admin.
	uted on:	lun 6, 201 Dat		

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

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

Tracking #: 17-FP-RRU-2011

Project Name: Riverside County - Dead, Dying, Diseased Tree Removal



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



Project Name: Riverside County - Dead, Dying, Diseased Tree Removal

**Project Tracking Number: 17-FP-RRU-2011** 

**Project Description Summary:** Please provide a paragraph summarizing proposed project including the location, habitable structures, acres treated, etc.

This project will remove up to 350 dead, dying, and diseased (DDD) trees in the San Jacinto Mountains range of the San Bernardino National Forest in Riverside County. The area has experienced significant drought conditions which has caused non-native insects to ravage trees. The California Board of Forestry and Fire Protection has declared the area as a Zone of Infestation (ZOI) for both the pine bark beetle and gold spotted oak borer (GSOB). The project will focus on trees that are greater than 100 feet from structures and will focus on increasing carbon sequestration, increasing carbon storage, and reducing GHG during wildfires.

## A. Scope of Work

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

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

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

### **Section 2: Planning Projects**

- 1. Describe the geographic scope of the project, including the communities that will benefit, and an estimate of the number of structures within the project area.
- 2. Describe how the project will assess the risks to residents and structures in the WUI and prioritize projects to reduce this risk over time.
- 3. Does the proposed plan add or build upon previous wildfire prevention planning efforts in the general project area?

- 4. Identify a diverse group of key stakeholders, including local, state, and federal officials where appropriate, to collaborate with during the planning process. Discuss how the project proponent plans to engage with these targeted stakeholders.
- 5. Describe the pathways for community involvement that will be incorporated in the planning process.

#### **Section 3: Education**

- 1. Describe the specific message of the education program and how it relates to reducing the risk of wildfire to owners of structures in the WUI.
- 2. Describe the target audience of the education program and how information will be distributed to this audience.
- 3. Will the education program raise the awareness of homeowner responsibilities of living in a fire prone environment?
- 4. Identify specific actions being advocated in the education material that is expected to increase the preparedness of residents and structures in the WUI for wildfire.
- 5. Describe the expected outcome of the education in terms of increased or changed public awareness about wildfire.

Answer only 1 set of questions from above, depending on your project; Fuel Reduction, Planning or Education.

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

1. Describe the geographic scope of the project, including an estimate of the number of habitable structures and the names of the general communities that will benefit.

The fuel reduction treatment prescriptions focus on treating or removing 350 dead, dying, and diseased (DDD) trees in and around Idyllwild/Pine Cove in Riverside County. Treatment prescriptions are aimed at reducing fire hazard, improving tree growth, and increasing forest resilience. Treatments will eliminate the vertical and horizontal continuity of tree fuels to reducing the rate of fire spread, duration and intensity, fuel ignitability, or ignition of tree crowns. This treatment will help protect 4,517 structures that are all located in "Very High" Fire Hazard Severity Zone.

This project is within a mountain top community with a severe fire risk and fire history, with the last devastating wildland fires occurring in 2013. The SJM area has had a zone of infestation designation for the pine bark beetle since the 1970s, and a Zone of Infestation Designation for the GSOB since 2014, and the governor's proclamation remains active for the pine bark beetle issue. The SJM forestlands will receive significant benefits from this Pest Management project as the elevated levels of tree mortality and wildfire threats result in great carbon storage potential as well as opportunity for biomass use within the project area and will increase carbon sequestration and storage potential. The SJM forest area currently has an estimated

85,000 dead/dying/diseased conifer and oak trees and has an active wildfire history. The two most recent wildland fires occurred in 2013 and burned over 47,000 acres combined and destroyed 71 structures and had intense fire activity due to the number of dead/dying/diseased trees in the area. The Mountain Fire burned for 16 days, charred 27,531 acres, destroyed 23 buildings, caused the evacuation of nearly 6,000 residents, and cost over \$25 million to extinguish. The Silver Fire burned over 20,000 acres in five days, destroyed 48 structures, caused the evacuation of nearly 2,000 residents, and cost nearly \$10 million to extinguish.

There are over 50,000 acres in the conifer forest in the San Jacinto Mountains of Riverside County are affected by tree mortality. This represents approximately 71% of the total forested acres. The dead tree count is estimated at over 1.2 million trees in the 12-inch and larger diameter size class. Compared to the pre-mortality tree count figures we know that one out of every 2.3 trees are dead. While the increase in affected acres is moderating, the intensity of the mortality on the affected areas is continuing to increase.

On privately owned forested lands in Riverside County, an estimated 10,463 acres are affected by tree mortality; this represents 20% of the total affected acres in Riverside County. Approximately 3,000 different property owners own the over 6,000 privately held parcels, with over 4,000 single-family dwellings and commercial business. In the 12-inch dbh and larger size class, it is estimated that there are over 92,000 dead trees. This equates to 40% mortality of the trees in that size class.

The area has experienced extremely high tree mortality due to the recent severe drought conditions. The gold spotted oak borer (GSOB) and native bark beetles are killing oak and pine species in the southern California forested landscape. The California Board of Forestry and Fire Protection have declared the area as a Zone of Infestation (ZOI) for both the pine bark beetle and GSOB. Trees are an important component of forested ecosystems in California and removal of already infested, dead, dying, diseased trees will eliminate pests and slow the spread rate, enhancing the survival rate of existing tree populations and create a fire safe condition. Trees are located on private parcels in the mountain communities with elevations between 3000 and 6000 feet on various aspects and slopes.

2. Describe the goals, objectives, and expected outcomes of the project.

Goals: This project goal is to remove 350 DDD trees that are greater than 100 feet from a structure on private and public properties in and around the mountain communities of Idyllwild and Pine Cove in the San Jacinto Mountain range of the San Bernardino National Forest. A Project Manager will assess, mark/flag, and manage the tree work, which will be conducted by a Licensed Timber Operator (LTO). Depending on the tree species, treatment will consist of felling, limbing, debarking, bucking and chipping of infested trees assessed by the PM. Under direct supervision of a CAL FIRE crew captain, inmate camp crews and LTO contractors will fall, limb, debark, buck and chip targeted tree. For GSOB infested

trees, debarked material and parts of tree under 6"diameter will be chipped & broadcast on the ground. Debarked tree boles larger than 6" diameter will be bucked and left on site. For bark beetle infested trees, the landowner may opt to retain the generated wood if they provide tarp for coverage at the time of tree removal. No commercial operations are planned. These County removal programs will focus on the current 72,000 dead trees. Assuming a target of removing 90% of these dead trees remaining on private property, grants and private funds will be needed to treat approximately 66,000 trees along with future mortality.

Objectives: The Riverside MAST has established the following goals and objectives that are the basis for requesting the funding from this and other grants:

- Provide for Public and Employee Safety
  - o Transportation Route Protection
  - o Tree felling and removal by CDF crews and transportation agencies
  - o Tree felling and removal by County contract
- Communications Infrastructure Protection
  - o Tree felling and removal by CDF crews or County Contract
- Community Protection
  - o Tree felling and removal in MAST designated Safety Zones
  - o Tree Felling and removal in MAST designated DFPZs
  - o Tree Felling and removal in and around structures
  - o Removal of existing dead fuels (felled trees) in/around structures
  - o Develop utilization and disposal options for the fuels generated

Expected Outcomes: The project will promote stable long-term forest management goals specific to practicing uneven-age forest management and will promote a resilient forest of diverse age, size, and species class within the SJM. The project will achieve these goals by reducing the pest problem in healthy trees and by thinning dead/dying/diseased trees and other trees that compete with healthy trees for water, nutrients, and sunlight. By thinning and eliminating dead/dying/diseased and competing trees from the forest, the proposed project will increase average stem diameter of healthy trees which will sustain the improvements to the SJM forest persisting for a long-term period. The expansion of the variety of tree age classes and species will result as the project will treat trees that have been invaded by pest insects however remain in a relatively healthy state and will benefit the forest health. The project will utilize pest management practices to save trees that are showing signs of being stressed by the attack of invasive insects to restore the tree to a healthy state. Removing the dead/dying/diseased trees will also remove the carbon source of these trees in the event of an intense wildland fire that the area is prone to. This will ultimately increase the average stem diameter of the remaining healthy trees to increase their carbon sequestration ability and will reduce the number of dead trees that are no longer sequestering carbon and pose a risk of release of stored carbon through burning. These actions combined will provide a

healthier and more resilient forest that will increase stand structure of healthy trees and reduce the likelihood of the trees burning during a wildland fire, thus reducing the intensity of a wildland fire and increase the storing the carbon in the tree and reducing greenhouse gases emitted during and after a wildland fire in the area. The project will also promote improved ecological outcomes by providing a healthier wildlife habitat to native wildlife as well as improve the local watershed.

3. Provide a clear rational for how the proposed project will reduce the risks associated with wildfire to habitable structures in the WUI.

The project will have a two-fold affect. First, it will remove hazardous DDD trees that have the greatest risk of igniting and spreading wildfire. Secondly, the project will assist the forest to sustain and manage invasive insect numbers which will help the trees that remain to make better use of nutrients and water to become healthier to fight of vectors.

There are 4,517 habitable dwellings in the Idyllwild/Pine Cove project area. This project will reduce the risks associated with wildfire to these habitable structures in the WUI by removing 350 DDD trees that are located greater than 100 feet from a structure which will increase the area firefighters are able to attack a fire and attempt to save structures. The fuels treatment area will service over 400 acres and provide direct benefit for over 8,000 acres of land area.

4. Identify any additional assets at risk to wildfire that will benefit from the proposed project. These may include, but are not limited to, domestic and municipal water supplies, power lines, communication facilities and community centers.

The assets in this area that are at risk for wildfire include:

- 2 municipal water supply company's
- · dozens of power lines
- 3 of communication facilities
- 3 community centers
- Will help with ingress and egress of citizens and fire personnel
- 5. Is the scale of the project appropriate to achieve the stated goals, objectives and outcomes discussed in Item 2 above?

The scale of the project is appropriate to achieve our goals, objectives, and projected outcomes.

6. How will the project/activity utilize the left over woody biomass? Will the project/activity use a biomass facility to reduce greater greenhouse gas emissions?

Some of the left over woody biomass material will be sent to grinding facility, will be used for firewood, and chipped into mulch and soil amendment to be left on site.

# B. Relationship to Strategic Plans

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

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 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 and revised and resubmitted in 2017. 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.

# C. <u>Degree of Risk</u>

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

According to the latest Fire and Resource Assessment Program maps, the area proposed to be treated in this project is categorized as very high fire hazard severity zone. There are 3,879 structures that lie within the project location with 100% of said structures in a "Very High " Fire Hazard Severity Zone. This project is within a mountain top community with a severe fire risk and fire history.

# D. <u>Community Support</u>

- 1. Does the project include any matching funds from other funding sources or any inkind contributions that are expected to extend the impact of the proposed project?
- 2. Describe plans for external communications during the life of the project to keep the effected community informed about the goals, objectives and progress of the project. Activities such as planned press releases, project signage, community meetings, and field tours are encouraged.
- 3. Describe any plans to maintain the project after the grant period has ended.
- 4. Does the proposed project work with other organizations or agencies to address fire hazard reduction at the landscape level?
  - 1. The Riverside County Fire Department will provide in-kind support through administrative services and functions. The grant will require multiple positions to provide services such as project management, accounting, IT/communications, purchasing, and contract management. We estimate the administrative time that will be required by this grant is estimated at one-third of a full-time equivalent (FTE) employee per year dedicated to the grant for administrative functions. We estimate the one-third FTE will dedicate 2,059 hours over the three-year project at a value of \$108,401 through project oversight and administrative functions.
  - 2. The RCFD Public Information Officer (PIO) will provide press releases to the public as appropriate and needed to ensure all affected communities informed of the project goals, objectives, and progress. The PIO will also attend community meetings and provide information through the departments website and social media accounts to ensure information effectively and appropriately flows to citizens of the communities.
  - 3. On an annual basis, the department will assign hand crews to the project sites after completion of the grant period to maintain the fuel break areas.
  - 4. We will work with the Mountain Communities Fire Safe Council (MCFSC) as their mission is to educate residents about fire safety issues related to the communities in the wildland-urban interface. The MCFSC is also applying for funding for a similar project, however to remove dead, dying, and diseased trees located within 100 feet of structures. If both projects are awarded, we will work closely with them and property owners to get the DDD trees abated.

# E. <u>Project Implementation</u>

- 1. Discuss the anticipated timeline for the project. Make sure to take seasonal restrictions into account.
- 2. Verify the expected timeframes to complete the project will fall under the March 15, 2022 deadline.

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- 3. Describe the milestones that will be used to measure the progress of the project.
- 4. Describe measurable outcomes (i.e. project deliverables) that will be used to measure the project's success.
- 5. If applicable, how will the requirements of the California Environmental Quality Act (CEQA) be met?

- 1. From the point the projected is awarded, we will go through the Riverside County Purchasing process to retain a PM and an LTO. Once an PM is contracted with, they will prepare the CEQA and other required documents and prepare the treatment prescriptions and site plans. Once these documents are prepared, the PM will begin to manage the sites and flag/mark the DDD trees that and their prescribed treatment method. We anticipate this process to take three months. Once the PM has marked out parts of the site, the LTO will begin to execute the treatment plan prescribed to each tree as marked. The anticipated timeline for the project will take three years to complete. This considers the seasonality restrictions that make the area unable to work due to the steep terrain and dangerous conditions during the winter.
- 2. RCFD verifies we expect to complete the project by the March 15, 2022 deadline.
- 3. The milestones that will be used to measure the progress of the project are:
  - a. Year 1: Bid out and contract with PM and LTO; PM will prepare and submit CEQA and all other required documents; PM will prepare treatment prescriptions; PM will begin to manage the sites and mark out the treatment prescribed to each tree; LTO will begin to execute treatment prescriptions.
  - b. Year 2: LTO will treat at least 50% of the trees as prescribed by the PM.
  - c. Year 3: PM and LTO will have 100% treatment completed on prescribed treatment plan by March 22, 2022.
- 4. Measurable outcomes:
  - a. CEQA and other required documents will be prepared and submitted to appropriate agencies
  - b. PM will have completed treatment plan and site plan
  - c. PM will have documented site marking/flagging of 350 trees
  - d. PM and LTO will have documented statistics for treatments completed which will be accumulated monthly
  - e. One-third of targeted trees will be planned to be treated on an annual basis.
- 5. Costs for the preparation of the requisite CEQA documentation is a component of the budget in the grant request. A Project Manager will be contracted with to complete CEQA and all other required documents

# F. Administration

- 1. Describe any previous experience the project proponent has with similar projects. Include a list of recent past projects the proponent has successfully completed if applicable. Project proponents having no previous experience with similar projects should discuss any past experiences that may help show a capacity to successfully complete the project being proposed. This may include partnering with a more experienced organization that can provide project support.
- 2. Identify who will be responsible for tracking project expenses and maintaining project records in a manner that allows for a full audit trail of any awarded grant funds.
  - 1. 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
    - 2015- Award Amount: \$296,000 SRA Grant No. 5GS14153

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 owner's of 2564 parcels on private and nonfederal 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.

2. RCFD has a full-time analyst who is responsible for monitoring and tracking all grant related projects and expenses. The grants analyst is also responsible for developing systems to maintain project records in a manner that allows for full audit trail of any awarded grant fund.

# G. <u>Budget</u>

A detailed project budget should be provided in an Excel spreadsheet attached to this grant application. The space provided here is to allow for a narrative description to further explain the proposed budget.

1. Explain how the grant funds, if awarded, will be spent to support the goals and objectives of the project. If equipment grant funds are requested, explain how the equipment will be utilized and maintained beyond the life of the grant.

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- 2. Are the costs for each proposed activity reasonable for the geographic area where they are to be performed? Identify any costs that are higher than usual and explain any special circumstances within the project that makes these increased costs necessary to achieve the goals and objectives of the project.
- 3. Is the total project cost appropriate for the size, scope, and anticipated benefit of the project?
- 4. Identify all Indirect Costs and describe why they are necessary for a successful project implementation. Administrative expenses to be paid by the Fire Prevention Grants must be less than 12% of the total grant request (excluding equipment).
- 5. Explain each object category in detail and how that would support meeting the grant objectives.
  - 1. The three areas where expenses will be incurred for this project is for a Project Manager (PM), Licensed Timber Operators (LTO), and for administrative functions related to the grant.

The PM will design and oversee any tree removal operations as defined in Public Resource (PRC) Code §753 and 754. The PM will prescribe the treatment plan, mark/flag the project sites, and conduct site visits during active project operations to ensure tree cutting operations are being conducted according to the prescription. An PM will also ensure CEQA/NEPA compliance is met. The PM will prescribe the treatment plan for approximately 7,000 acres of land area. Based on similar projects we have completed in the past, we estimate an RFP will be needed for 1,287 hours over the three-year term of the grant at a cost of \$69 per hour, which equates to \$88,803 over the term of the grant.

The LTO licensed under the Forest Practice Act law is the authorized agent that will conduct forest tree cutting treatment operations and will comply with all laws relating to such tree cutting or removal. The LTO's that RCFD has contracted with in the past for similar services have charged \$2,500 per tree to provide treatment services, which equates to \$892,681 over the three-year term of the grant. We anticipate being able to treat 350 trees covering a 7,000-acre area. The forest tree cutting treatment operations will be on a cost-share basis with the property owner where the owner will be responsible for paying the contractor 25% of the operational costs, and the grant will cover 75% of the cost. There will be a need-based component where the grant may have to pay for 100% of the cost for low-income property owners, which is why the budget spreadsheet reflects the percentages for the LTO (80% Grant, 20% Partner).

The administrative functions include multiple positions to provide services such as project management, accounting, IT/communications, purchasing, and contract management. We estimate the administrative time that will be required by this grant is estimated at one-third of a full-time equivalent (FTE) employee per year dedicated to the grant for administrative functions. The average hourly rate of all such

administrative positions are \$36 per hour, with a 45% benefit rate (or \$16/hour), the fully burdened rate equates to \$53 per hour. We estimate the one-third FTE will dedicate 2,059 hours over the three-year project at a value of \$108,401 through project oversight and administrative functions. The administrative costs equate to 11.0% of the grant activity costs and will be the match portion paid by RCFD.

- 2. Due to the steep topography and accessibility issues that the rugged terrain presents, the costs for the proposed activity are reasonable for the geographic area where the grant activities will be performed.
- 3. The project costs are appropriate, fair-market costs for a project of this scope and magnitude.
- 4. The indirect costs for the grant are limited to the administrative expenses related to managing the grant and are under the 12% threshold.
- 5. The Salary and Wages and Employee Benefits categories are limited to grant administrative activities required to manage the grant, as further described above. The Contractual costs are for a Project Manager (PM) to manage the grant activities and project sites, and the Licensed Timber Operator will conduct the tree cutting operations.

## H. <u>California Climate Investments</u>

The space provided here is to allow for a narrative description to further explain how the project/activity will reduce Greenhouse Gas emissions.

- 1. How will the project/activity reduce Greenhouse Gas emissions?
- 2. Is the project located in a Low-Income or Disadvantaged Community? If not, does the project benefit those communities. Please explain.
- 3. What are the expected co-benefits of the project/activity (i.e. environmental, public health and safety, and climate resiliency)?
- 4. When are the Greenhouse Gas emissions and/or co-benefits expected to occur and how will they be maintained?
  - 1. This project will reduce emissions from wildfires, stabilize long-term storage of carbon in biomass, and improve carbon sequestration in the areas natural and working forests. One study suggests that a wildfire burning for a week can release up to 7.9 million metric tons of carbon dioxide. By funding the prescribed treatment presented in this proposal, the risk of a smaller fire crowning in the DDD trees will significantly be reduced, thus sequestering the carbon in the woody bio-mass. There will be emissions of GHGs that will occur during equipment operation through the burning of gas & diesel fuel in internal combustion engines. The total quantity of GHGs released during

equipment operation is estimated at 13 metric tons CO2. Cut trees and tree branches will be hauled to the nearest road and chipped. The chipper/tow vehicle, chainsaws and haul truck all meet state and federal emission requirements and will not generate significant GHG emissions that would impact the environment. Carbon contained in the vegetation that will be chipped will be sequestered in chip form and slowly released as the chips decompose versus immediate release during a large fire.

Pests and pathogens have adversely impact tree growth and mortality within the project area, reducing annual (baseline) rates of carbon sequestration. This creates a "business as usual" model with declining rates of carbon sequestration, a reduction in absolute amount of carbon held within the project in the future, and the opportunity for catastrophic release of CO2 into the atmosphere by wildfire. Given the rates of climate change and problems set in motion by past management actions, it is unrealistic to propose that this trend can be reversed in the short term, so our project is designed to stabilize and slow this loss. Selective thinning and removal of dead/dying/diseased trees, combined with integrated pest/pathogen management has proven effect in stabilizing tree morbidity and mortality, particularly along the interface between forests and human communities. Furthermore, improvements in tree growth rates and survivorship provide quantifiable measures of the carbonsequestration value of these activities. We plan to calculate BAU and carbon credit using a combination of new and existing (FAU) plots (mortality rates) with additional measurements of improvement in tree basal area (morbidity) using tree crosssections and diameter change during the project.

The project area in the SJM is over 35,000 acres in land area and has an estimated 85,000 trees (tree mortality estimated rate of 15%). This project will provide significant GHG reductions through Pest Management and Biomass Utilization. The greatest impact to GHG will come through Pest Management activities that include thinning the SJM forest of dead and significantly unhealthy trees and treating living trees that are affected by invasive insects that are causing the tree mortality. The Biomass Utilization component will enhance forest ecosystems by converting harvested trees into wood products with continued carbon-storage benefits. This two-fold effort will enhance the overall forest health to allow the trees to reduce atmospheric carbon dioxide by sequestering and carbon more efficiently and effectively and will minimize the loss for forest from large wildfires. Promoting a healthier forest in this area will increase the carbon sequestration capacity of the trees and will encourage stewardship of private forest lands, reduce unnecessary deforestation in the area, reduce the population of invasive insects, and increase the use of sustainable forest management.

- 2. Per the mapping product provided in the grant applications instructions, the project is located adjacent to multiple surrounding AB 1550 Low-income Communities.
- 3. First, removing the DDD trees will help reduce the hazard of a smaller fire quickly turning into a crowning fire. Secondly, treating any trees that can be saved will increase the health of the forest. Environmental benefits are reducing the number of bugs by targeting actively infested trees. Enhancing watershed by targeting DDD trees to leave more good stuff for healthy trees. There are several expected cobenefits of the project. Will create micro-climate zones in the community to help climate resiliency.
- 4. The collective effects of multiple years of drought along with overstocked vegetation conditions and increased tree mortality caused by the bark beetle and GSOB have increased fire hazards in many forests of California that prehistorically experienced frequent, low-severity fires. The reduced moisture content of drought-stressed trees increases flammability over a longer period of the year, resulting in an active burning period that starts earlier and lasts longer than historical patterns. Drought and insect stressed trees leave the areas wildlands with high levels of tinder-dry, dead woody material ready to ignite and burn with great intensity. Removing the DDD trees keeps the carbon sequestered in the woody bio-mass instead of releasing GHG in mass quantities when burned in an intense wildland fire, which is a benefit that will be realized for many years. Other efforts to control bug problem will have to continue to be explored.

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#### **Project Budget**

Project Name: Riverside County - Dead, Dying, Diseased Tree Removal

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