

THIRD ADDENDUM TO CONTRACT FOR SERVICES BY INDEPENDENT CONTRACTOR

THIS THIRD ADDENDUM is to that Contract for Services entered into on November 9, 2021, and as amended on July 20, 2022, and May 17, 2023 by and between the County of Siskiyou ("County") and Shasta Valley Resource Conservation District ("Contractor") and is entered into on the date when it has been both approved by the Board and signed by all other parties to it.

WHEREAS, the Contract expires on June 30, 2024 and services continued to be required after that date; and

WHEREAS, the parties desire to extend the term of the Contract;

WHEREAS, the cost of services to be provided under the Contract is expected to exceed the amount provided in the Contract; and

WHEREAS, the parties desire to increase the amount of compensation payable under the Contract; and

WHEREAS, the Cal Fire Forest Health Grant award documents have been amended, Exhibit B, and needs to be deleted and replaced in its entirety.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Paragraph 1.01 of the Contract, Term of Contract, shall be amended to extend the term of the Contract through June 30, 2025.

Paragraph 4.01 of the Contract, Compensation, shall be amended to add an additional Two Million Dollars (\$2,000,000), to increase the compensation payable under the Contract to an amount not to exceed Two Million, Five Hundred Thousand Dollars (\$2,500,000) for the term of the Contract.

Paragraph 5.21 of the Contract, Terms of Project Funding, Exhibit "B", shall be deleted and replaced in its entirety with the new Exhibit "B", Terms of Project Funding, attached hereto and hereby incorporated by reference.

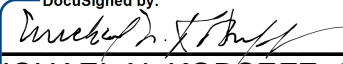
All other terms and conditions of the Contract shall remain in full force and effect.

(SIGNATURES ON FOLLOWING PAGE)

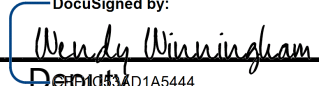
IN WITNESS WHEREOF, County and Contractor have executed this third addendum on the dates set forth below, each signatory represents that they have the authority to execute this agreement and to bind the Party on whose behalf their execution is made.

COUNTY OF SISKIYOU

Date: 5/8/2024

DocuSigned by:

MICHAEL N. KOBSEFF, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: 
Deputy

CONTRACTOR: Shasta Valley Resource
Conservation District

Date: 3/29/2024

DocuSigned by:

Rod Dowse, District Manager

License No.: _____
(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. On File

ACCOUNTING:

Fund	Organization	Account	Activity Code (if applicable)
1001	207050	723000	2215

Encumbrance number (if applicable): E2200534

If not to exceed, include amount not to exceed: \$2,500,000.00

**DEPARTMENT OF FORESTRY AND FIRE PROTECTION**

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



December 28, 2023

Elizabeth Nielsen
County of Siskiyou
1312 Fairlane Road
Yreka, CA 96097

8GG20636 Amendment 1; County of Siskiyou, "McKinley Scott Fuel Reduction Partnership"

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 Chris Poli at (707) 321-0819 if you have questions concerning services to be performed.

1. ☒ Grant amendment including updated scope of work, maps, and other exhibits enclosed. Please sign, scan, and return the amendment to Nadine Scarbrough at Nadine.Scarbrough@fire.ca.gov no later than **December 11, 2023**.

Alternatively, you may opt to print (single-sided), sign in blue ink, and return the signed amendment with original signature to:

CAL FIRE
Attn: Grants Management Unit/CCI –Forest Health
P.O. Box 944246
Sacramento, CA 94244-2460

In order to expedite your grant amendment, a scanned/electronic signature copy of the amendment is preferred.

2. ☒ Enclosed for your record is one fully executed copy of the amendment referenced above.

Thank you,

Nadine Scarbrough
Grants Analyst
Grants Management Unit

CC: Chris Poli
Tiffany Kelly

Enclosures

**SECOND ADDENDUM TO CONTRACT FOR SERVICES
BY INDEPENDENT CONTRACTOR**

THIS SECOND ADDENDUM is to that Contract for Services entered into on November 9, 2021, and as amended on July 20, 2023, by and between the County of Siskiyou ("County") and Shasta Valley Resource Conservation District ("Contractor") and is entered into on the date signed by all parties to it.

WHEREAS, the First Addendum expired on June 30, 2023 and services continued to be required after that date; and

WHEREAS, the parties desire to extend the term of the Contract;

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Paragraph 1.01 of the Contract for Services shall be amended to extend the term of the contract through June 30, 2024.

All other terms and conditions of the Contract for Services shall remain in full force and effect.

IN WITNESS WHEREOF, County and Contractor have executed this First Addendum on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

Date: 4/21/2023

CONTRACTOR: Shasta Valley Resource
Conservation District

DocuSigned by:

Rod Dowse

Rod Dowse, District Manager

License No.: N/A

(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. _____

COUNTY OF SISKIYOU

DocuSigned by:

Angela Davis

5/17/2023

Angela Davis, County Administrator (Date)

**FIRST ADDENDUM TO CONTRACT FOR SERVICES
BY INDEPENDENT CONTRACTOR**

THIS FIRST ADDENDUM is to that Contract for Services entered into on November 9, 2021 by and between the County of Siskiyou ("County") and Shasta Valley Resource Conservation District ("Contractor") and is entered into on the date signed by all parties to it.

WHEREAS, the Contract expired on June 30, 2022 and services continued to be required after that date; and

WHEREAS, the parties desire to extend the term of the Contract;

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Paragraph 1.01 of the Contract for Services shall be amended to extend the term of the contract through June 30, 2023.

All other terms and conditions of the Contract for Services shall remain in full force and effect.

IN WITNESS WHEREOF, County and Contractor have executed this First Addendum on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

Date: 7/18/2022

CONTRACTOR: Shasta Valley Resource Conservation District

Rod Dowse
53003BE466004B6...
Rod Dowse, District Manager

License No.: N/A

(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. _____

COUNTY OF SISKIYOU

Angela Davis
F2638EA8068C43D...
Angela Davis, County Administrator (Date)

7/20/2022

COUNTY OF SISKIYOU
CONTRACT FOR SERVICES

This Contract is entered into on the date when it has been both approved by the Board and signed by all other parties to it.

COUNTY: Siskiyou County Administration
1312 Fairlane Road, Suite 1
Yreka, CA 96097
(530) 842-8003

And

CONTRACTOR: Shasta Valley Resource Conservation District
215 Executive Court, Suite A
Yreka, CA 96097
(530) 572-3120

ARTICLE 1. TERM OF CONTRACT

- 1.01** Contract Term: This Contract shall become effective on November 9, 2021 and shall terminate on June 30, 2022, unless terminated in accordance with the provisions of Article 7 of this Contract or as otherwise provided herein.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

- 2.01** Independent Contractor: It is the express intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venture or partner of County. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Contract.

ARTICLE 3. SERVICES

- 3.01** Scope of Services: Contractor agrees to furnish the following services: Contractor shall provide the services described in Exhibit "A" attached hereto.

No additional services shall be performed by Contractor unless approved in advance in writing by the County stating the dollar value of the services, the method of payment, and any adjustment in contract time or other contract terms. All such services are to be coordinated with County and the results of the work shall be monitored by the County Administrator or his or her designee.

To the extent that Exhibit A contains terms in conflict with this Contract or to the extent that it seeks to supplement a provision regarding a subject already fully

addressed in this Contract, including a clause similar to this seeking to render its language superior to conflicting language in this Contract, such language is hereby expressly deemed null and void by all parties upon execution of this Contract.

- 3.02** Method of Performing Services: Contractor will determine the method, details, and means of performing the above-described services including measures to protect the safety of the traveling public and Contractor's employees. County shall not have the right to, and shall not, control the manner or determine the method of accomplishing Contractor's services.
- 3.03** Employment of Assistants: Contractor may, at the Contractor's own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this Contract. County may not control, direct, or supervise Contractor's assistants or employees in the performance of those services.

ARTICLE 4. COMPENSATION

- 4.01** Compensation: In consideration for the services to be performed by Contractor, County agrees to pay Contractor in proportion to services satisfactorily performed as specified in Exhibit A, the not to exceed amount of Five Hundred Thousand Dollars and no/100 cents (\$500,000) for the term of the contract.
- 4.02** Invoices: Contractor shall submit detailed invoices for all services being rendered.
- 4.03** Date for Payment of Compensation: County will endeavor to make payment within 30 days of receipt of invoices from the Contractor to the County, and approval and acceptance of the work by the County.
- 4.04** Expenses: Contractor shall be responsible for all costs and expenses incident to the performance of services for County, including but not limited to, all costs of materials, equipment, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor and all other of Contractor's costs of doing business. County shall not be responsible for any expense incurred by Contractor in performing services for County.

ARTICLE 5. OBLIGATIONS OF CONTRACTOR

- 5.01** Contractor Qualifications: Contractor warrants that Contractor has the necessary licenses, experience and technical skills to provide services under this Contract.
- 5.02** Contract Management: Contractor shall report to the (Department Head) or his or her designee who will review the activities and performance of the Contractor and administer this Contract.

- 5.03 Tools and Instrumentalities:** Contractor will supply all tools and instrumentalities required to perform the services under this Contract. Contractor is not required to purchase or rent any tools, equipment or services from County.
- 5.04 Workers' Compensation:** Contractor shall maintain a workers' compensation plan covering all its employees as required by California Labor Code Section 3700, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If Contractor elects to be self-insured, the certificate of insurance otherwise required by this Contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations. Proof of such insurance shall be provided before any work is commenced under this contract. No payment shall be made unless such proof of insurance is provided.
- 5.05 Indemnification:** Contractor shall indemnify and hold County harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of Contractor or Contractor's assistants, employees, or agents, including all claims relating to the injury or death of any person or damage to any property. Contractor agrees to maintain a policy of liability insurance in the minimum amount of (\$1,000,000) One Million Dollars, to cover such claims or in an amount determined appropriate by the County Risk Manager. If the amount of insurance is reduced by the County Risk Manager such reduction must be in writing. Contractor shall furnish a certificate of insurance evidencing such insurance and naming the County as an additional insured for the above-cited liability coverage prior to commencing work. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by County of insurance certificates and endorsements required under this Contract does not relieve Contractor from liability or limit Contractor's liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Contract, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.
- 5.06 General Liability and Automobile Insurance:** During the term of this Contract, Contractor shall obtain and keep in full force and effect a commercial, general liability and automobile policy or policies of at least (\$1,000,000) One Million Dollars, combined limit for bodily injury and property damage; the County, its officers, employees, volunteers and agents are to be named additional insured under the policies, and the policies shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that no other insurance effected by County or other named insured will be called on to cover a loss covered thereunder. All insurance required herein shall be provided by a company authorized to do business in the State of California and possess at least a Best A:VII rating or as may otherwise be acceptable to County. The General Liability insurance shall be provided by an ISO Commercial General Liability policy, with edition dates of 1985, 1988, or 1990 or other form satisfactory to County. The County will be named as an additional insured using

ISO form CG 2010 1185 or the same form with an edition date no later than 1990, or in other form satisfactory to County.

- 5.07 Certificate of Insurance and Endorsements:** Contractor shall obtain and file with the County prior to engaging in any operation or activity set forth in this Contract, certificates of insurance evidencing additional insured coverage as set forth in paragraphs 5.04 and 5.10 and which shall provide that no cancellation, reduction in coverage or expiration by the insurance company will be made during the term of this Contract, without thirty (30) days written notice to County prior to the effective date of such cancellation. **Naming the County as a “Certificate Holder” or other similar language is NOT sufficient satisfaction of the requirement.** Prior to commencement of performance of services by Contractor and prior to any obligations of County, contractor shall file certificates of insurance with County showing that Contractor has in effect the insurance required by this Contract. Contractor shall file a new or amended certificate on the certificate then on file. **If changes are made during the term of this Contract, no work shall be performed under this agreement, and no payment may be made until such certificate of insurance evidencing the coverage in paragraphs, 5.05, the general liability policy set forth in 5.06 and 5.10 are provided to County.**
- 5.08 Public Employees Retirement System (CalPERS):** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Contract is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions of CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County. Contractor understands and agrees that his personnel are not, and will not be, eligible for memberships in, or any benefits from, any County group plan for hospital, surgical or medical insurance, or for membership in any County retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a County employee.
- 5.09 IRS/FTB Indemnity Assignment:** Contractor shall defend, indemnify, and hold harmless the County, its officers, agents, and employees, from and against any adverse determination made by the Internal Revenue Service of the State Franchise Tax Board with respect to Contractor’s “independent contractor” status that would establish a liability for failure to make social security and income tax withholding payments.
- 5.10 Professional Liability:** If Contractor or any of its officers, agents, employees, volunteers, contractors or subcontractors are required to be professionally licensed or certified by any agency of the State of California in order to perform any of the work or services identified herein, Contractor shall procure and maintain in force throughout the duration of the Contract a professional liability

insurance policy with a minimum coverage level of (\$1,000,000) One Million Dollars, or as determined in writing by County's Risk Management Department.

5.11 State and Federal Taxes: As Contractor is not County's employee, Contractor is responsible for paying all required state and federal taxes. In particular:

- a. County will not withhold FICA (Social Security) from Contractor's payments;
- b. County will not make state or federal unemployment insurance contributions on behalf of Contractor.
- c. County will not withhold state or federal income tax from payment to Contractor.
- d. County will not make disability insurance contributions on behalf of Contractor.
- e. County will not obtain workers' compensation insurance on behalf of Contractor.

5.12 Records: All reports and other materials collected or produced by the Contractor or any subcontractor of Contractor shall, after completion and acceptance of the Contract, become the property of County, and shall not be subject to any copyright claimed by the Contractor, subcontractor, or their agents or employees. Contractor may retain copies of all such materials exclusively for administration purposes. Any use of completed or uncompleted documents for other projects by Contractor, any subcontractor, or any of their agents or employees, without the prior written consent of County is prohibited. It is further understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Contractor relating to the matters covered by this Contract shall be the property of the County, and Contractor hereby agrees to deliver the same to the County upon request. It is also understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Contract are prepared specifically for the County and are not necessarily suitable for any future or other use.

5.13 Contractor's Books and Records: Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the County for a minimum of five (5) years, or for any longer period required by law, from the date of final payment to the Contractor under this Contract. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the County.

5.14 Assignability of Contract: It is understood and agreed that this Contract contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or

obligations of the Contractor under this Contract will be permitted only with the express written consent of the County.

- 5.15** Warranty of Contractor: Contractor warrants that it, and each of its personnel, where necessary, are properly certified and licensed under the laws and regulations of the State of California to provide the special services agreed to.
- 5.16** Withholding for Non-Resident Contractor: Pursuant to California Revenue and Taxation Code Section 18662, payments made to nonresident independent contractors, including corporations and partnerships that do not have a permanent place of business in this state, are subject to 7 percent state income tax withholding.

Withholding is required if the total yearly payments made under this contract exceed \$1,500.00.

Unless the Franchise Tax Board has authorized a reduced rate or waiver of withholding and County is provided evidence of such reduction/waiver, all nonresident contractors will be subject to the withholding. It is the responsibility of the Contractor to submit the Waiver Request (Form 588) to the Franchise Tax Board as soon as possible in order to allow time for the Franchise Tax Board to review the request.

- 5.17** Compliance with Child, Family and Spousal Support Reporting Obligations: Contractor's failure to comply with state and federal child, family and spousal support reporting requirements regarding contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Contract. Contractor's failure to cure such default within ninety (90) days of notice by County shall be grounds for termination of this Contract.
- 5.18** Conflict of Interest: Contractor covenants that it presently has no interest and shall not acquire an interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this Contract, no subcontractor or person having such an interest shall be used or employed. Contractor certifies that no one who has or will have any financial interest under this contract is an officer or employee of County.
- 5.19** Compliance with Applicable Laws: Contractor shall comply with all applicable federal, state and local laws now or hereafter in force, and with any applicable regulations, in performing the work and providing the services specified in this Contract. This obligation includes, without limitations, the acquisition and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this Contract.
- 5.20** Bankruptcy: Contractor shall immediately notify County in the event that Contractor ceases conducting business in the normal manner, becomes

insolvent, makes a general assignment for the benefit of creditors, suffer or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

- 5.21** Terms of Project Funding: Contractor agrees to, and shall, comply with all applicable terms of the County's grant funding agreement entered into to finance the project and services, which terms are attached hereto as Exhibit "B" (Grant Agreement Between the State of California (CAL FIRE) and the County of Siskiyou, McKinley Scott Fuel Reduction Project, Grant Agreement No. 8GG20636) and "C" (Grant Guidelines 2020-2021), which are incorporated herein by reference. Contractor shall give all notices and comply with all protocols, laws, ordinances, rules, regulations and lawful orders bearing on the performance of the project as required therein.

ARTICLE 6. OBLIGATIONS OF COUNTY

- 6.01** Cooperation of County: County agrees to comply with all reasonable requests of Contractor (to provide reasonable access to documents and information as permitted by law) necessary to the performance of Contractor's duties under this Contract.

ARTICLE 7. TERMINATION

- 7.01** Termination on Occurrence of State Events: This Contract shall terminate automatically on the occurrence of any of the following events:
1. Bankruptcy or insolvency of Contractor
 2. Death of Contractor
- 7.02** Termination by County for Default of Contractor: Should Contractor default in the performance of this Contract or materially breach any of its provisions, County, at County's option, may terminate this Contract by giving written notification to Contractor.
- 7.03** Termination for Convenience of County: County may terminate this Contract at any time by providing a notice in writing to Contractor that the Contract is terminated. Said Contract shall then be deemed terminated and no further work shall be performed by Contractor. If the Contract is so terminated, the Contractor shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time of notice of termination is received.
- 7.04** Termination of Funding: County may terminate this Contract in any fiscal year in that it is determined there is not sufficient funding. California Constitution Article XVI Section 18.

ARTICLE 8. GENERAL PROVISIONS

- 8.01** Notices: Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid or return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Contract, but each party may change the address by written notice in accordance with the paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.
- 8.02** Entire Agreement of the Parties: This contract supersedes any and all contracts, either oral or written, between the Parties hereto with respect to the rendering of services by Contractor for County and contains all the covenants and contracts between the parties with respect to the enduring of such services in any manner whatsoever. Each Party to this Contract acknowledges that no representations, inducements, promises, or contract, orally or otherwise, have been made by any party, or anyone acting on behalf of any Party, which are not embodied herein, and that no other contract, statement, or promise not contained in this Contract shall be valid or binding. Any modification of this Contract will be effective only if it is in writing signed by the Party to be charged and approved by the County as provided herein or as otherwise required by law.
- 8.03** Partial Invalidity: If any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provision will nevertheless continue in full force without being impaired or invalidated in any way.
- 8.04** Attorney's Fees: If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Contract, the prevailing Party will be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.
- 8.05** Conformance to Applicable Laws: Contractor shall comply with the standard of care regarding all applicable federal, state and county laws, rules and ordinances. Contractor shall not discriminate in the employment of persons who work under this contract because of race, the color, national origin, ancestry, disability, sex or religion of such person.
- 8.06** Waiver: In the event that either County or Contractor shall at any time or times waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Contract, whether of the same or any other covenant, condition or obligation.
- 8.07** Governing Law: This Contract and all matters relating to it shall be governed by the laws of the State of California and the County of Siskiyou and any action brought relating to this Contract shall be brought exclusively in a state court in the County of Siskiyou.

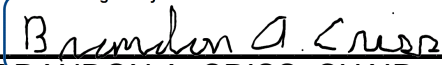
- 8.08** Reduction of Consideration: Contractor agrees that County shall have the right to deduct from any payments contracted for under this Contract any amount owed to County by Contractor as a result of any obligation arising prior or subsequent to the execution of this contract. For purposes of this paragraph, obligations arising prior to the execution of this contract may include, but are not limited to any property tax, secured or unsecured, which tax is in arrears. If County exercises the right to reduce the consideration specified in this Contract, County shall give Contractor notice of the amount of any off-set and the reason for the deduction.
- 8.09** Negotiated Contract: This Contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Contract within the meaning of California Civil Code Section 1654. Each party hereby represents and warrants that in executing this Contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this Contract and the rights and duties arising out of this Contract, or that such party willingly foregoes any such consultation.
- 8.10** Time is of the Essence: Time is of the essence in the performance of this Contract.
- 8.11** Materiality: The parties consider each and every term, covenant, and provision of this Contract to be material and reasonable.
- 8.12** Authority and Capacity: Contractor and Contractor's signatory each warrant and represent that each has full authority and capacity to enter into this Contract.
- 8.13** Binding on Successors: All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of Contractor. Contractor and all of Contractor's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under the Contract.
- 8.14** Cumulation of Remedies: All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.
- 8.15** No Reliance On Representations: Each party hereby represents and warrants that it is not relying, and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties.

Each party understands and agrees that the facts relevant, or believed to be relevant to this Contract, may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this Contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

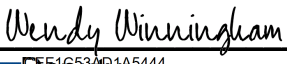
IN WITNESS WHEREOF, County and Contractor have executed this agreement on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SISKIYOU

Date: 2/17/2022

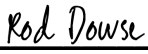
DocuSigned by:

 BRANDON A. CRISS, CHAIR
 Board of Supervisors
 County of Siskiyou
 State of California

ATTEST:
 LAURA BYNUM
 Clerk, Board of Supervisors

By: 
 Deputy

CONTRACTOR: Shasta Valley
 Resource Conservation District

Date: 2/8/2022

DocuSigned by:

 Rod Dowse, District Manager

License No.: _____
 (Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. _____

ACCOUNTING:

Fund	Organization	Account	Activity Code (if applicable)
1001	207050	723000	TBD

Encumbrance number (if applicable)

If not to exceed, include amount not to exceed: \$500,000

If needed for multi-year contracts, please include separate sheet with financial information for each fiscal year.

Exhibit A

DETAILED SCOPE OF WORK

1. Shasta Valley Resource Conservation District (SVRCD) shall provide professional services in association with managing the McKinley Scott Fuel Reduction Project. Professional services support will be provided by SVRCD or designated contractors which includes, but is not limited to Registered Professional Foresters, biologists, archaeologists, or experts in preparing legally required environmental documents as required by law. SVRCD shall be responsible for hiring qualified professional services as needed to supplement SVRCD staff in the preparation and execution of required environmental documentation and permits.
2. Work shall be completed within the timeline of grant and work product deliverables shall include CEQA filings, reports, and contracts.
3. SVRCD professional services personnel may perform all or portions of Siskiyou County's tasks associated with the environmental compliance, project implementation, and effectiveness monitoring as follows:
 - a. Environmental Compliance: Complete or review environmental surveys and archaeological reports per CEQA compliance, The SVRCD will act as Lead Agency and approve and file records with Siskiyou County.
 - b. Project Implementation: Act as Project Manager on behalf of Siskiyou County, provide project oversight, provide operational direction to contractors or resources completing forest management and reforestation activities. Monitor project activities, collect data, and develop final reports on implementation and effectiveness. The SVRCD will draft all contracts and agreements necessary to complete the project and process invoices and payments to all subcontractors.
 - c. Effectiveness Monitoring: Collect data before and after treatments to evaluate and report effectiveness.
 - d. Project Reporting: Will write all interim and final reports and submit them on behalf of the County.

**DEPARTMENT OF FORESTRY AND FIRE PROTECTION**

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



November 18, 2021

Elizabeth Nielsen
County of Siskiyou
1312 Fairlane Road
Yreka, CA 96097

8GG20636; County of Siskiyou, "McKinley Scott Fuel Reduction Partnership"

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 Nochella Ozard at (916) 531-7402 if you have questions concerning services to be performed.

1. ☒ Full grant agreement including terms and conditions, project grant application form, scope of work, budget, map, and other exhibits enclosed. Print (single sided) and return two (2) sets of agreements with original signatures in blue ink. Please return to CAL FIRE no later than **November 2, 2021**.

Return all originals and requested documents for further processing to:

Please send the originals to the following address:
CAL FIRE
Attn: Grants Management Unit/CCI –Forest Health
P.O. Box 944246
Sacramento, CA 94244-2460

Alternatively, you may opt to sign and scan the agreement back to your grant analyst in lieu of mailing it in. Additionally, the use of an electronic signature will be considered acceptable at this time.

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,

Nadine Scarbrough
Grants Analyst
Grants Management Unit

CC: Nochella Ozard
Julie Howard
Stella Chan

Enclosures

**DEPARTMENT OF FORESTRY AND FIRE PROTECTION**

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Thank you,

Nadine Scarbrough
Grants Analyst
Grants Management Unit

CC: Nochella Ozard
Julie Howard
Stella Chan

Enclosures

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

APPLICANT: County of Siskiyou
PROJECT TITLE: McKinley Scott Fuel Reduction Project
GRANT AGREEMENT: 8GG20636

PROJECT PERFORMANCE PERIOD is from Date Upon Approval through March 31, 2025.

Under the terms and conditions of this Grant Agreement, the applicant agrees to complete the project as described in the project description, and the State of California, acting through the Department of Forestry & Fire Protection, agrees to fund the project up the total state grant amount indicated.

PROJECT DESCRIPTION: The McKinley Scott Fuel Reduction project occurs in central Siskiyou County on Scott Bar Mtn. and adjoining ridges above the Mill Creek watershed, between the Scott and Klamath Rivers approximately 10 miles west of Yreka, CA. It will use understory burning, herbicides, mastication, thinning and chipping to create fuel breaks joining the existing Craggy project along strategic ridges. The project goals include community protection, forest health and resilience, and wildlife habitat maintenance

Total State Grant not to exceed \$ 4,997,427.00 (or project costs, whichever is less).

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

County of Siskiyou

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

Applicant


DocuSigned by:
By Ray Haupt
Signature of Authorized Representative
Title Ray A. Haupt, Board of Supervisors Chair
Date 11/9/2021

By Matthew Reischman
Title: **Matthew Reischman
Deputy Director, Resource Management**
Date 11/9/2021

CERTIFICATION OF FUNDING

GRANT AGREEMENT NUMBER 8GG20636	PO ID	SUPPLIER ID 0000004249
FUND 0001	FUND NAME General Fund	
PROJECT ID F&HHEALTHGGRF	ACTIVITY ID 01	AMOUNT OF ESTIMATE FUNDING \$ 4,997,427.00
GL UNIT 3540	BUD REF 101	ADJ. INCREASING ENCUMBRANCE \$ 4,997,427.00
PROGRAM NUMBER 2470010	ENY 2020	ADJ. DECREASING ENCUMBRANCE \$ 0.00
ACCOUNT 5340580	ALT ACCOUNT 5340580000	UNENCUMBERED BALANCE \$ 4,997,427.00
REPORTING STRUCTURE 35409503	SERVICE LOCATION 96146	

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


Signature of CAL FIRE Accounting Officer

11/18/2021

Date

GRANT NUMBER 8GG20636

County of Siskiyou

McKinley Scott Fuel Reduction Project

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 Siskiyou, hereinafter referred to as "GRANTEE".
2. The STATE hereby grants to GRANTEE a sum (hereinafter referred to as "GRANT FUNDS") not to exceed four million, nine hundred ninety-seven thousand, four hundred twenty-seven dollars. (\$4,997,427.00).
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. California Climate Investments Department of Forestry and Fire Protection Forest Health Program Grant Guidelines 2020-2021.
 - b. The submitted Application, Scope of Work, Project Budget Workbook, GHG Emissions Workbook and Exhibits
 - c. ADDENDUM – FOREST HEALTH GRANT PROJECTS

II. SPECIAL PROVISIONS

1. Recipients of GRANT FUNDS pursuant to California Public Resources Code Section 4799.05 shall abide by the provisions in this Agreement. This includes the requirement that work shall not commence prior to the execution of this Agreement by both parties. Any work started prior to the execution of this Agreement will not be eligible for funding under the terms of this Agreement.
2. As precedent to the State's obligation to provide funding, GRANTEE shall provide to the STATE for review and approval a detailed budget, specifications, and project description. Approval by the STATE of such plans and specifications, or any other approvals provided for in this Agreement, shall be for scope and quality of work, and shall not relieve GRANTEE of the obligation to carry out any other obligations required by this Agreement, in accordance with applicable law or any other standards ordinarily applied to such work or activity.
3. All informational products (e.g., data, studies, findings, management plans, manuals, photos, etc.) relating to California's natural environment produced with the use of GRANT FUNDS shall be available for public use.

GRANT NUMBER 8GG20636
County of Siskiyou
McKinley Scott Fuel Reduction Project

III. GENERAL PROVISIONS

1. Definitions

- a. The term "Agreement" means grant agreement number 8GG20636.
- 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.

GRANT NUMBER 8GG20636
County of Siskiyou
McKinley Scott Fuel Reduction Project

2. Project Representatives

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

STATE: CAL FIRE	GRANTEE: County of Siskiyou
Section/Unit: HQ Resource Management/Climate and Energy Program	Section/Unit: N/A
Attention: Nochella Ozard	Attention: Elizabeth Nielsen
Mailing Address: P.O. Box 944246 Sacramento, CA 94244-2460	Mailing Address: 1312 Fairlane Rd. Yreka, CA 96097
Phone Number: (916) 531-7402	Phone Number: (530) 842-8012 Secondary: (530) 842-8005
Email Address: Nochella.ozard@fire.ca.gov	Email Address: enielsen@co.siskiyou.ca.us

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.

GRANT NUMBER 8GG20636

County of Siskiyou

McKinley Scott Fuel Reduction Project

- 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 one (1) year from start date of the Agreement. The start date is considered the date the last party signs the Agreement. GRANT FUNDS will be made available in advance of CEQA compliance for project activities that do not have the potential to cause a direct environmental impact (e.g. project planning, locating and marking property or project boundaries, contacting and signing up landowners, etc.).
- f. GRANTEE shall permit periodic site visits by representative(s) of the STATE to ensure program compliance and that work is in accordance with the approved Project Scope of Work, including a final inspection upon Project completion.
- g. GRANTEE, and the agents and employees of GRANTEE, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents, of the STATE. No person who, as an officer, employee, or agent of the state participated in the preparation or creation of or determination to award this Grant Agreement shall serve as an agent or employee of GRANTEE including but not limited to those acts prohibited by Government Code Sections 1090, and 87100.

4. Project Costs and Payment Documentation

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

GRANT NUMBER 8GG20636

County of Siskiyou

McKinley Scott Fuel Reduction Project

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

- b. For services satisfactorily rendered, and upon receipt and approval of invoices for payment, the STATE agrees to compensate GRANTEE for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto, as Final Project Budget Detail, and made a part of this Agreement.
- c. Equipment purchased using GRANT FUNDS, wholly or in part, must be used by the GRANTEE for the project which it was acquired. STATE retains a vested interest in the equipment for the useful life of the equipment, even after completion of the grant. GRANTEE shall provide written disposition of the equipment upon completion of the grant and upon any changes to the disposition of the equipment. Such disposition must be approved in advance by STATE. Equipment purchased using GRANT FUNDS cannot be used as collateral, financed, or sold without prior written approval from the STATE.
- d. GRANTEE shall submit, in arrears, not more frequently than once a month, and no less than quarterly, an invoice to the STATE for costs paid by GRANTEE pursuant to this Agreement. Each invoice shall contain the following information: the Agreement number, the dates or time period during which the invoiced costs were incurred, expenditures for the current invoice and cumulative expenditures to date by major budget category (e.g., salaries, benefits, supplies, etc.), appropriate supporting documentation, project progress reports, and the signature of an authorized representative of GRANTEE as detailed in the Invoice Guidelines of the California Climate Investments Department of Forestry and Fire Protection Forest Health Program Grant Guidelines 2020-2021.
- 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

GRANT NUMBER 8GG20636

County of Siskiyou

McKinley Scott Fuel Reduction Project

increase or decrease is made. A formal approved amendment is required to increase the total amount of GRANT FUNDS.

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

GRANT NUMBER 8GG20636
County of Siskiyou
McKinley Scott Fuel Reduction Project

5. Budget Contingency Clause

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

6. Project Administration

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

7. Financial Records

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

GRANT NUMBER 8GG20636

County of Siskiyou

McKinley Scott Fuel Reduction Project

agency, or other entity as determined by the State of California for auditing purposes at reasonable times.

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

8. Research

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

GRANT NUMBER 8GG20636

County of Siskiyou

McKinley Scott Fuel Reduction Project

federal copyright law described in Section 101 of Title 17 of the United States Code and following.

- e. Use of GRANT FUNDS for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution are allowable costs but must be within the GRANT FUNDS and item 4 of the agreement.
- f. GRANTEE may request a waiver to the publication requirement if GRANTEE has an existing publication requirement that meets or exceeds the requirements of the research provision. Waiver shall include information on GRANTEE's existing requirements. Approval of the waiver is at STATE's discretion.

9. Project Termination

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

10. Hold Harmless

- a. GRANTEE shall defend, indemnify and hold the STATE, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in

GRANT NUMBER 8GG20636

County of Siskiyou

McKinley Scott Fuel Reduction Project

proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of GRANTEE, its officers, agents, or employees. The duty of GRANTEE to indemnify and hold harmless includes the duty to defend as set forth in Civil Code Section 2778. This Agreement supersedes GRANTEE's right as a public entity to indemnity (see Government Code Section 895.2) and contribution (see Government Code Section 895.6) as set forth in Government Code Section 895.4.

- b. GRANTEE waives any and all rights to any type of express or implied indemnity or right of contribution from the STATE, its officers, agents, or employees for any liability resulting from, growing out of, or in any way connected with or incident to this Agreement.
- c. Nothing in this Agreement is intended to create in the public or in any member of it rights as a third-party beneficiary under this Agreement.

11. Tort Claims

FEDERAL:

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

STATE:

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

12. Nondiscrimination

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

GRANT NUMBER 8GG20636
County of Siskiyou
McKinley Scott Fuel Reduction Project

13. Conflict of Interest

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

14. Incorporation

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

15. Severability

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

16. Waiver

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

17. Assignment

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

GRANT NUMBER 8GG20636
County of Siskiyou
McKinley Scott Fuel Reduction Project

ADDENDUM – FOREST HEALTH 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. 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.
3. Grantee shall maintain accurate and detailed records documenting project description, project location, and schedule, state dollars allocated, and leveraged funds throughout the duration of the project.
4. 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 Forest Health Grant projects 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 GHG emissions quantification methodology requirements.

III. PROGRAM ACKNOWLEDGEMENT/RECOGNITION

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

"Funding for this project provided by the California Department of Forestry and Fire Protection's Forest Health 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.



Forest Health Program 2021 Direct Award Application

**Project ID****20-FH-SKU-010****Applying Organization****County of Siskiyou****Project Title****McKinley Scott Fuel Reduction Project**

Brief Project Description

The McKinley Scott Fuel Reduction project occurs in central Siskiyou County on Scott Bar Mtn. and adjoining ridges above the Mill Creek watershed, between the Scott and Klamath Rivers approximately 10 miles west of Yreka, CA. It will use understory burning, herbicides, mastication, thinning and chipping to create fuel breaks joining the existing Craggy project along strategic ridges. The project goals include community protection, forest health and resilience, and wildlife habitat maintenance.

County

Siskiyou

Project Latitude and Longitude

41.7332, -122.9193

Project Start Date (MM/DD/YYYY)

10/18/2021

Project End Date (MM/DD/YYYY)

03/31/2026

Grant Funding Requested

4996502

Total Project Cost

\$5,915,247

Organization Type

Local Government

If other, please specify

If Non-Profit, is the organization a registered 501 (c)(3)?

Title

First Name

Elizabeth

Last Name

Nielsen

Address 1

1312 Fairlane Rd.

Address 2

City

Yreka

State

California

Zip Code

96097

Phone Number

530-842-8012

Secondary Phone Number

530-842-8005

Email Address

enielsen@co.siskiyou.ca.us

Fuels Reduction

Yes

Acres of fuels reduction

3260

Prescribed Fire

Yes

Acres of prescribed fire

619



Forest Health Program 2021 Direct Award Application



Project ID	20-FH-SKU-010
Applying Organization	County of Siskiyou
Project Title	McKinley Scott Fuel Reduction Project

Pest Management	No
Acres of pest management	
Biomass Utilization	Yes
Acres of biomass utilization	224
Tons of biomass utilized	1675
Reforestation	No
Acres to be reforested	

Trees planted	
How many acres of project area are under federal ownership?	669
How many acres of the project area are under state ownership?	0
How many acres of the project area are privately owned?	1827

Number of acres under other ownership	0
Specify "other" ownership	
Uneven-aged Management	Yes
Management Plan	No

Specify Management Plan	
Existing Carbon Offset	No



**Forest Health Program
2021 Direct Award Application**



Project ID	20-FH-SKU-010
Applying Organization	County of Siskiyou
Project Title	McKinley Scott Fuel Reduction Project

Describe Offset Project

Matching Source of Funding #1	N/A
Amount of Funding #1	

Matching Source of Funding #2	
Amount of Funding #2	

Matching Source of Funding #3	
Amount of Funding #3	



Forest Health Program 2021 Direct Award Application



Project ID	20-FH-SKU-010
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Project Title	McKinley Scott Fuel Reduction Project

Reducing Wildfire Risks to Ecosystem Services	TRUE
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Action #1: Reducing Wildfire Risks to Ecosystem Services	All treatment areas are within priority 3 or 4 landscapes.
Restoring Fire Damaged Areas	False

Action #2: Restoring Fire Damaged Areas	
Restoring Pest Damaged Areas	TRUE

Action #3: Restoring Pest Damaged Areas	All treatment areas are within Tier 1 and 2 HHZ landscapes.
Reducing Wildfire Threat to Communities	False



Forest Health Program 2021 Direct Award Application



Project ID

20-FH-SKU-010

Applying Organization

County of Siskiyou

Project Title

McKinley Scott Fuel Reduction Project

Action #4: Reducing Wildfire Threat to
Communities

The project does not overlap a priority
area

False



**Forest Health Program
2021 Direct Award Application**



Project ID	20-FH-SKU-010
Applying Organization	County of Siskiyou
Project Title	McKinley Scott Fuel Reduction Project

Climate Refugia	N/A
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Forest Health Program 2021 Direct Award Application



Project ID

20-FH-SKU-010

Applying Organization

County of Siskiyou

Project Title

McKinley Scott Fuel Reduction Project

Co-benefits	Co-benefits for this project include reduced fire risk and facilitated fire suppression, biomass diverted from landfill, bioenergy, benefits to local economy, and jobs supported. Social and economic benefits include revenue and jobs provided for Siskiyou County.
Jobs Supported	Yes
Total Full-time Jobs Supported by Project Budget	80.1
Total Full-time Jobs Supported by Project CCI Funds	67.7
Full-time Jobs DIRECTLY Supported	33.5
Full-time Jobs INDIRECTLY Supported	14.4
Full-time INDUCED Jobs	19.7
CARB's Job Co-benefit Modeling Tool	
Determined project serves a priority population	
These will be ground-truthed via GIS & do not need to be scored	TRUE
Step 2: Address a Need	2D. Alternative Approach - Refer to list in CARB's Funding Guidelines



Forest Health Program 2021 Direct Award Application



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20-FH-SKU-010

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McKinley Scott Fuel Reduction Project

Describe identified community or household need(s) identified using the approach above.

This project will provide much needed community benefits by enhancing forest resiliency across a large landscape. Our forests provide valuable ecosystem services and drive the local economy. This project will reduce stand densities and hazardous fuels to protect them from wildfire, drought, and disease. It will also reduce public health issues related to wildfire smoke. Focusing our treatments on ridgetops will provide important anchor points for both prescribed fire and suppression operations.

Step 3: Provide a Benefit

3C. Significantly reduces fire risk to households within one or more disadvantaged/low-income communities

Describe the Benefit

The project is designed to improve defensibility to wildfire to the nearby communities of Yreka, Fort Jones, Scott Bar, Klamath River, and Hawkinsville, while improving fire resiliency on approximately 2,477 acres. The vast majority of our project area is located in low-income communities, as defined by CARB and AB 1550. The project supports the Yreka and County-wide CWPPs. The fuels treatment aims to protect communities while providing fire resiliency across the landscape to protect resources.

Identify specific plans that the project supports



Forest Health Program 2021 Direct Award Application



Project ID

20-FH-SKU-010

Applying Organization

County of Siskiyou

Project Title

McKinley Scott Fuel Reduction Project

Identify the contact(s) at the local CAL FIRE Unit(s) that has/have been briefed on this proposed project.

Is this project an identified regional priority?

Phillip Anzo, SKU Unit Chief, Phillip.Anzo@fire.ca.gov;
Steve Wilson, SKU Unit Forester, Steve.Wilson@fire.ca.gov;
Damon Denman, SKU Forest Practice Inspector,
Damon.Denman@fire.ca.gov;
Bill Stirton, SKU Scott Valley Battalion Chief, 530-598-2611;
Jake Burgess, SKU Pre-Fire Engineer, jake.burgess@fire.ca.gov

No



**Forest Health Program
2021 Direct Award Application**



Project ID	20-FH-SKU-010
Applying Organization	County of Siskiyou
Project Title	McKinley Scott Fuel Reduction Project

Discuss relationship to these regional groups.	
Community Engagement	Low



Forest Health Program 2021 Direct Award Application



Project ID

20-FH-SKU-010

Applying Organization

County of Siskiyou

Project Title

McKinley Scott Fuel Reduction Project

Primary project partner #1

Dan Blessing, Project Manager, Scott Valley Resource
Conservation District

Role in project
Email

Manage grant, solicit bids and award contracts, submit
invoices, prepare reports.
db.blessing@gmail.com

Primary project partner #2

Sam Wheeler, Forester II, RPF #3104, Michigan-California
Timber Co.

Role in project #2

Prepare CEQA docs, field layout, contract approval, inspect
work for regulatory and environmental compliance, monitor
results, represent landowner.

Email #2

swheeler@timberproducts.com

Primary project partner #3

Clint Isbell, Fire Ecologist, USDA Forest Service Klamath NF



Forest Health Program 2021 Direct Award Application

**Project ID****20-FH-SKU-010****Applying Organization****County of Siskiyou****Project Title****McKinley Scott Fuel Reduction Project**

Role in project #3

Field layout of burn projects, fuel reduction prescription development, manage burning operations, monitor results, represent the Forest.

Email #3

Clinton.Isbell@usda.gov

Primary project partner #4

John Kessler, Forester 2, RPF #2494, FWS Forestry Services, LLC. Prepare CEQA docs, field layout, contract approval, inspect work for regulatory and environmental compliance, monitor results, represent landowner (Acer Klamath Forests, LLC) .

Role in project #4

Email #4

John.kessler@fwsforestry.com

Annual operating budget

\$124,434,222

Full Name

Executed on (MM/DD/YYYY)

John

Kessler

Submitter Email

05/18/2021

Member

jkforestry@gmail.com

State

Created

Approved

Updated

44334.94512

44334.94512

Introduction

Over the past decade, wildfire size, intensity and severity have increased throughout the western United States, including in the Klamath Mountains region of Northern California (Miller et al. 2012). While wildfire is a natural and fundamental ecological process that has shaped the forested landscapes of this region for millennia, climate change and excessive fuel loading is contributing to a higher rate of ecologically destructive wildfires (California State Board of Forestry and Fire Protection, 2018). Beyond the ecological toll that present-day wildfires commonly take on the environment, there is a tragic cost to our communities. Since 2014, in California, hundreds of lives were lost to wildfire and over 50,000 structures were damaged or destroyed (CAL FIRE, 2021). We are in a devastating pattern of wildfire across our State.

The proposed 2,477-acre McKinley Scott Fuel Reduction Project will contribute to shifting this paradigm. It is located along the prominent Scott Bar Ridge in the vicinity of the communities of Scott Bar, Klamath River, Horse Creek, Fort Jones and adjacent rural residences and is an extension of the Craggy Project. The Craggy and McKinley Scott Projects, combined with future partnership planning for additional phases, will implement strategically located, cross-ownership, landscape-level fuels and stand density reduction work using pre-commercial and commercial thinning from below, mastication, prescribed fire, and directed herbicide application. The project will also monitor treatment effectiveness and effects on the local Pacific fisher (*Pekania pennanti*) population.

The negative effects of increasingly severe wildfires paired with the motivation to be proactive about preventing more losses inspired this public-private partnership. Siskiyou County (SisCo), the grant applicant and funding manager will work closely with the Shasta Valley Resource Conservation District (SVRCD) to manage the grant. SVRCD will also act as lead agency and contracting organization. Klamath National Forest (KNF) will implement the prescribed fire treatments and monitoring on their lands and will also lead the NEPA compliance. Acer Klamath Forests, LLC (AKF) through FWS Forestry Services-California, LLC (FWS) and Michigan-California Timber Company (MCTC) will implement the thinning, mastication, and herbicide treatments and post-treatment monitoring on their lands. They will also assist in the CEQA preparation and compliance. Oregon State University (OSU) will lead the wildlife monitoring. Furthermore, despite not being a partner, the U.S. Fish and Wildlife Service (FWS) Yreka Office has been an integral collaborator, working in-step with the project partners to develop this proposal.

Project Description

The project partners designed the treatments to 1) improve forest health and resilience to severe wildfire, drought, disease, and pests, 2) reduce wildfire risk for nearby communities and infrastructure, 3) facilitate fire suppression operations, 4) increase long-term Carbon capture and storage to ensure treated and adjacent forested areas remain net sinks of Carbon and continue to provide an abundance of ecosystem and societal benefits. These are primary goals of the 2018 Strategic Fire Plan for California and the last is a primary goal of the California Forest Carbon Plan, California Natural and Working Lands Implementation Plan and Global Warming Solutions Act of 2006. Siskiyou County recently signed a Master Stewardship agreement with the Klamath National Forest with the joint objectives of creating a more resilient landscape and protecting communities from wildfire. This project meets both objects by providing the KNF with resources to implement critical prescribed burning.

While the current proposal includes 2,477-acres of treatment, in its entirety, the McKinley Scott Fuel Reduction Project will involve multiple phases within a 114,921-acre project area. It is continuing the fuels treatments of the 12,000-acre Craggy Project to expand critical fuel breaks and build sustainable fuel conditions west of the community of Yreka. Much of the Craggy Project, which was partially funded by a 2017 CAL FIRE CCI Forest Health grant, has been completed. Although the McKinley Scott Fuel Reduction Project is approximately 10 miles west of Yreka, which has a population of nearly 8,000, it could protect this City from the threat of wildfire, considering that the Carr Fire's point of origin was approximately 10 miles west of Redding. Subsequent phases of this project will extend into Wildland-Urban Interface areas designated by FRAP as mid- to high-priority for reducing wildfire threats to these communities. Future activities will also focus on extending fuel treatments west along Scott Bar Ridge, and down secondary ridges toward the Klamath and Scott Rivers.

The proposed fuels management activities are designed to promote resilient forest conditions and reduce the risk of stand-replacing wildfires. Our work will also offer land managers a unique opportunity to gain and share insights about how the local fisher population responds to fuels reduction work relative to

how it responded to the nearby 2014 Beaver Fire that burned 32,493 acres of public and private forests. Adjacent to the McKinley Scott Fuel Reduction Project area, in the period 2014–2020 large wildfires including the 2019 Lime, 2018 Klamathon, 2017 Abney, 2016, Gap, 2014 Frying Pan, and 2014 Beaver, burned nearly 300,000 acres of forests and communities, including numerous structures and critical infrastructure. Listed species including but not limited to the northern spotted owl, Siskiyou Mountain salamander, and Scott Bar salamander suffered significant habitat impacts.

This Project will treat the flanks and headwaters of the Mill Creek watershed, a tributary to Scott River, which is designated by FRAP as 4 out of 5 on the Priority Landscape risk scale for focusing work that reduces wildfire risk to forest resources and ecosystem services. A majority of our 114,921-acre project influence zone is within areas designated by FRAP as 3 and 4 on the Priority Landscape risk scale for reducing wildfire risk to ecosystem services. The entirety of the project footprint and the vast majority of the entire project area are within the Tier 2 High Hazard Zones for restoring pest and drought damaged areas. The project also encompasses several areas designated by FRAP as Tier 1 High Hazard Zones. This project will reduce or maintain stand densities, building resiliency to drought and insect attack to the forests within and adjacent to our project footprint. This project is consistent with the fuel treatment priorities in the Siskiyou County CWPP. It reduces hazardous fuels in order to protect life safety, property and resources by combining efforts and resources to promote more effective treatments.

The McKinley Scott Fuel Reduction Project is located within both CAL FIRE SKU State Responsibility Area and Federal Responsibility Areas that are designated as a Very High Fire Hazard Severity Zone. It is also included in the CAL FIRE Siskiyou Unit Fire Plan. Future phases of the McKinley Scott Fuel Reduction Project have the potential to connect with the Etna Fuel Break that is in progress on EcoTrust Forests II, LLC property west of Scott Valley (funded by CAL FIRE's Forest Health Program).

The majority of our project area is adjacent to low-income communities, as defined by the California Air Resources Board and Assembly Bill 1550. By reducing fire risk to the aforementioned communities, our project will provide direct, meaningful and assured benefits to disadvantaged populations of our county. Additionally, almost all of the project partners live and work in these communities. We will prioritize local contractors to implement this work, stimulating the local economy.

Treatment Prescriptions

McKinley Scott Fuel Reduction Project treatments include prescribed fire, mastication, pre-commercial and commercial biomass thinning, pruning, pile burning and directed herbicide application. The treatment prescriptions will reduce hazardous fuel loads and horizontal and vertical fuel connectivity within the project footprint and facilitate future maintenance of these treatments. Fuel treatment width and prescriptions are designed to promote surface fire, limiting crown fires and spotting. Treatments will reduce fire behavior along strategic ridgetops to support future wildfire defense and prescribed fire opportunities. The treatments are designed to last at least 10 years and up to 20 years with maintenance understory treatments. They are designed to be used to locate control lines during suppression activities with minimal time and effort, therefore precluding the need to construct alternative high impact lines in more sensitive locations.

Understory surface and ladder fuels will be treated with the objective to limit surface fire with flame lengths of four-feet or less in order to facilitate direct suppression operations and reduce the risk of crown fire initiation. This will be done by reducing fuels to less than five tons per acre in the treatment areas. The intensity of these treatments will vary widely and depend on site specific conditions across the project area. Generally, treatments will be focused on reducing slash and dead branch accumulations, and removing low lying shrubs that may mature into ladder fuels in the foreseeable future. The objective of ladder fuel treatments is to increase canopy base heights, creating a separation between surface fuels and canopy fuels of no less than six-feet and up ten-feet, dependent on site specific conditions. We expect this separation will limit the potential of crown fire initiation (Agee, 1996). Treatments will focus on the removal of young and/or suppressed advanced regeneration tree species less than 10-inch diameter at breast height, removing slash and jackpot accumulations, removing medium and large shrubs where they contribute to vertical and horizontal fuel continuity and removing lower branches from residual trees.

The objective of our canopy and mid-canopy fuel treatments is to increase horizontal spacing between the outer extents of live crowns (i.e. drip line) of residual trees to a distance of ten- to thirty-feet. This treatment is expected to favorably alter fire behavior in a way that will reduce the likelihood of a running or active crown fire and limit aerial fuel ignitions to isolated torching (Agee et al. 2005).

In selectively managed forest stands on private timberlands, directed herbicide application, rather than broadcast application, will be used to prolong the efficacy of the proposed fuels reduction work, and to help restore native forest species composition. Directed herbicide application will also be used in established mixed-conifer plantations on private timberlands to reduce competition between on-site conifers and brush species in order to accelerate the development of canopy base heights and reduce ladder fuels that limit the potential of crown fire initiation. Broadcast herbicide application is not proposed in this project.

Maintenance of treatments will rely on the utilization of prescribed fire, mechanical or chemical treatments at regular intervals into the future. Partners will work across all lands to maintain a regular interval of prescribed fire where feasible.

Monitoring

We will use a combination of plot-based, quantitative monitoring protocols as well as pre- and post-treatment photo points to evaluate and report treatment effectiveness. We will collect post-treatment stand measurements from established plot locations measuring basal area stocking, quadric mean diameter of the residual stands, and approximate spacing of fuels (horizontal and vertical separation) and surface fuel loading. The measurements are designed to assess whether the treatments meet the fuels specific prescriptions of reducing surface fuel loading, ladder fuels, and canopy spacing. The data will also be useful if a fire occurs to evaluate the effectiveness of the treatments to actual wildfire conditions. KNF will monitor prescribed fire underburn areas for 5 or more years post-treatment to determine initial and delayed mortality effects and if burn prescriptions targets were met.

Additionally, we will monitor the short-term impact of fuels-management activities on the density of fisher on the KNF and MCTC and AKF timberlands. We will monitor fisher densities pre- and post-treatment using non-invasive, genetic-based survey techniques and spatial-capture recapture analyses (Green et al. 2018) that have been implemented annually between September and December since 2006. Fishers are a forest carnivore of conservation concern and a cultural resource for Tribal communities and the effects of landscape-level fuels reduction treatments on fishers are largely unknown (California Department of Fish and Wildlife [CDFW] 2015b). An assessment of the population-level effects of fuels management on fishers in Northern California is needed to assist in project planning and the development of decision-support tools and will be imperative for the conservation of the species (CDFW 2015b, FWS 2020). The monitoring history also offers an opportunity to investigate differences among the effects of the mixed-severity 2014 Beaver Fire and short-term impacts of fuels treatments on the same population of fishers. Ultimately, our goal is to better understand and provide decision-support tools for managers to consider the potential short-term tradeoffs between fuels-management activities, wildfire severity, and fisher persistence.

Post-treatment monitoring of species of conservation concern is consistent with the goals of the Forest Health Program and California's climate goals as outlined in California Forest Carbon Plan (pages 6, 119-120) that calls for working forests be managed to maintain forest health and biodiversity, California's Natural and Working Lands Implementation Plan (pages 4, 6, 31, Appendix A) that calls for an integrated multi-benefit approach that considers ecosystem services and biodiversity, the Global Warming Solutions Act of 2006 (sections 38501.h, 38561.d, 38562.b6) that calls for reductions in greenhouse gas emissions in a way that improves the environment and natural resources, and in Governor Brown's Executive Order B-54-18 (entire) that calls for actions to protect California's biodiversity from climate change.

Regulatory Mechanisms

All of the environmental compliance documentation is complete for the work proposed on Federal lands. The environmental compliance on the private timberlands is in process and will be completed within one year of the execution of the grant agreement.

Proposed treatments on KNF lands have already undergone and passed the rigorous review process defined in the National Environmental Policy Act, and are ready to implement from a regulatory standpoint. A majority of treatments on AKF and MCTC lands, because they are non-commercial, will rely on a Notice of Exemption (NOE) document to satisfy California Environmental Quality Act requirements. Two separate Environmental Review Report Forms (ERRF) for an Exempt Project have been prepared by FWS Forester John Kessler, RPF #2494, and MCTC Forester Sam Wheeler, RPF #3104 for approval outlining the proposed measures and ensuring the project avoids adverse impacts to soil health, water quality, biological and botanical resources, Native American cultural sites, historical sites, recreation and

other resource values. SVRCD will act as lead agency and will review, approve and submit the NOE documents to SisCo for filing.

FWS and MCTC will utilize these and subsequent NOE documents to satisfy CEQA, but may also utilize other CEQA-equivalent documents to do so (e.g. Timber Harvest Plan, Notice of Emergency Timber Operations, 1038 Exemption). For example, MCTC will file a Forest Fire Prevention Exemption for 223 acres of commercial thinning from below treatments. This document satisfies CEQA and is for the purpose of cutting and removing of trees to eliminate the vertical continuity of vegetative fuels and the horizontal continuity of tree crowns; further outlined in 14 CCR§ 1038.3 of the California Forest Practice Rules.

Conclusion

The Klamath Mountains are a notoriously fire-prone landscape. Each year we see large swaths of this richly diverse land lost to devastating fire events. We all feel the urgency and duty to work proactively to buffer the McKinley Scott region of the Forest from the same fate that so many areas of the Klamath have succumbed to. The fuels reduction work from this Project will build upon the success of the CAL FIRE CCI-supported Craggy Project. It will help protect important headwaters of many tributaries to the Klamath River, the lifeblood of our region. It will maintain and enhance wildlife habitat for keystone species of conservation concern that are not only vital to healthy ecosystems but have indispensable cultural values to local Tribes. At the same time, it will buffer our rural communities from impending wildfire threats as well as promote healthy forests that are resilient to the onslaught of disturbances they face such as drought, pathogens, and wildfire, while sequestering and storing Carbon.

The diverse partnership that has formed around these goals exemplifies the importance of this project as it is supported across boundaries, agencies, and companies. We are dedicated to work collaboratively with CAL FIRE to benefit the local forests, disadvantaged rural communities, and forest resource-based economies. These days, more than ever, we need to work together to prevent catastrophic events that cause irreparable damage and rather and responsibly manage our lands for the health and prosperity of our landscapes and communities.

Citations

Agee, J.K. 1996. The Influence of Forest Structure on Fire Behavior. Proceedings of the 17th annual forest vegetation management conference, 52-68.

Agee, J.K., Skinner, C.N. 2005. Basic Principles of forest fuel reduction treatments. Forest Ecology and Management 211: 83-96.

CAL FIRE. 2014-2020 Historical Wildfire Activity Statistics. Accessed: April 15, 2021. California Department of Forestry and Fire Protection. Sacramento, California, USA.

California State Board of Forestry and Fire Protection. 2018 Strategic Fire Plan for California, State Board of Forestry and Fire Protection. Sacramento, California, USA.

California Department of Fish and Wildlife. 2015b. Report to the Fish and Game Commission a status review of the fisher (*Pekania* [formerly *Martes*] *pennanti*) in California. California Department of Fish and Wildlife, Sacramento, California, USA

Green, D. S., S. M. Matthews, R. C. Swiers, R. L. Callas, J. Scott Yaeger, S. L. Farber, M. K. Schwartz, and R. A. Powell. 2018. Dynamic occupancy modelling reveals a hierarchy of competition among fishers, grey foxes and ringtails. Journal of Animal Ecology 87:813–824.

Miller, J. D., C. N. Skinner, H. D. Safford, and E. E. Knapp. 2012. Trends and causes of severity, size, and number of fires in northwestern California, USA. Ecological Applications 22:184–203

CAL FIRE Tracking # 20-FH-SKU-010
Project Title: McKinley Scott Fuel Reduction

CAL FIRE Forest Health Program
California Climate Investments

Siskiyou County

(Required from all applicants.

For Research Program applicants with two-phase projects, use this sheet for Phase 1 budget only.)

Worksheet 1A: Grant Info

Budget Item	Description	Units (if applicable)	Rate (if applicable)	CAL FIRE Grant Share	Program Income	Grantee Match	Total
A. Salaries and Wages							
(Job title/Classification/Role)		(# hours)	(\$/hour)	60,000.00	-	-	60,000.00
Siskiyou County Natural Resource Manager	Manage grant submissions and payments	1200	\$50/hour	60,000.00			60,000.00
B. Employee Benefits							
(Job title/Classification/Role)		(# hours)	(\$/hour)	-	-	-	-
C. Contractual							
(Role in project)		(e.g., # hours, # acres, # BDT)	(e.g., \$/hour, \$/acre, \$/BDT)	\$4,093,910.00	\$75,375.00	\$755,777.00	\$4,925,062.00
RPF - FWS	Prepare CEQA documents; supervise contractors & company staff as appropriate; produce invoices, quarterly reports, and grant closeout report for AKF owned timberlands	1,000 hours	\$90/hr	\$0.00	\$0.00	\$90,000.00	\$90,000.00
RPF - MCTC	Prepare CEQA documents; supervise contractors & company staff as appropriate; produce invoices, quarterly reports, and grant closeout report for MCTC owned timberlands	1,000 hours	\$90/hr	\$0.00	\$0.00	\$90,000.00	\$90,000.00
Forestry technician FWS	Field Layout on AKF owned timberlands	120 hours	\$60/hr	\$0.00	\$0.00	\$7,200.00	\$7,200.00

Forestry technician - MCTC	Field Layout on MCTC owned timberlands	120 hours	\$60/hr	\$0.00	\$0.00	\$7,200.00	\$7,200.00
Biologist	Sensitive species surveys and reports	150 hours	\$75/hr	\$0.00	\$0.00	\$11,250.00	\$11,250.00
Biology technician (2)	Species surveys	300 hours	\$60/hr	\$0.00	\$0.00	\$18,000.00	\$18,000.00
FGS Heavy Equipment Operator	Operates FGS masticator on AKF owned timberlands	500 hours	86.99	\$0.00	\$0.00	\$43,495.00	\$43,495.00
FGS Heavy Equipment Assistant	Operate service truck, fire watch on AKF owned timberlands	500 hours	76.56	\$0.00	\$0.00	\$38,280.00	\$38,280.00
Reforestation Forester FWS	Supervise herbicide contractor on AKF owned timberlands	80 hours	\$90/hr	\$0.00	\$0.00	\$7,200.00	\$7,200.00
Reforestation Forester MCTC	Supervise herbicide contractor on MCTC owned timberlands	80 hours	\$90/hr	\$0.00	\$0.00	\$7,200.00	\$7,200.00
Mastication	2 to 3 contractors/year will be hired to masticate brush, dead trees, and small green trees. Anticipated employment is 5-9 personnel.	533	\$1600/ac	\$852,800.00			\$852,800.00
Herbicide application	1 contractor will be hired to hand spray the selected brush stands. Anticipated employment is 6 personnel.	1,512	\$150/acre	\$226,800.00			\$226,800.00
Pre-commercial thinning	1 to 2 contractors/year will be hired to cut brush, dead trees and small green trees. Anticipated employment is 6-15 personnel.	240	\$1000/acre	\$240,000.00			\$240,000.00
Rx burn assistance	Hire a contractor to assist in burn preparation activities and implementation of Rx burn (KNF will provide all resources to burn additional 800 acres)	250	\$600/acre	\$150,000.00		\$400,000.00	\$550,000.00

Thinning-Chipping with partial biomass removal	1 to 2 contractors/year will be hired to chip smaller downed material from thinning. Anticipated employment is 6-12 personnel.	1,097	\$2200/acre	\$2,413,400.00	\$75,375.00	\$2,488,775.00
Lowbed	Transport excavator as necessary	16 Haul trips in/ 16 trips out	\$160/hour	\$	40,960	\$40,960.00
Shasta Valley RCD	Project management including Lead Agency for CEQA, report writing, contracts, inspection, invoicing, and monitoring		\$56,650/year	\$169,950		
FGS Excavator operation on AKF owned timberlands		40	\$898.80/day		\$35,952.00	\$35,952.00
D. Travel	<i>(e.g., # miles)</i>	<i>(e.g., \$/miles)</i>	<i>5,600.00</i>	<i>-</i>	<i>33,600.00</i>	<i>39,200.00</i>
Project Manager	10,000 miles	\$0.56/mile	\$5,600.00			\$5,600.00
RPF - FWS	12,000 miles	\$0.56/mile			\$6,720.00	\$6,720.00
RPF - MCTC	12,000 miles	\$0.56/mile			\$6,720.00	\$6,720.00
Forestry technicians FWS	6,000 miles	\$0.56/mile			\$3,360.00	\$3,360.00
Forestry technicians MCTC	6,000 miles	\$0.56/mile			\$3,360.00	\$3,360.00
Biologist	5,000 miles	\$0.56/mile			\$2,800.00	\$2,800.00
Biology technicians	10,000 miles	\$0.56/mile			\$5,600.00	\$5,600.00
Heavy Equipment Operator & Assistant	6,000 miles	\$0.56/mile			\$3,360.00	\$3,360.00
Reforestation Forester FWS	1,500 miles	\$0.56/mile			\$840.00	\$840.00
Reforestation Forester MCTC	1,500 miles	\$0.56/mile			\$840.00	\$840.00
E. Supplies			<i>975.00</i>	<i>-</i>	<i>1,875.00</i>	<i>2,850.00</i>
Boundary Flagging	720 rolls	\$1.75/roll			\$1,260.00	\$1,260.00
Watercourse & STZ Flagging	60 rolls	\$2.50/roll			\$150.00	\$150.00
Sample Marking Paint	100 cans	\$4.65/can			\$465.00	\$465.00
CEQA filing fees	15 Documents	\$65/document	975.00			975.00
F. Equipment			<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>

						-
G. Other			716,942.00	-	52,118.00	769,060.00
Wildlife Monitoring	Monitoring of impacts on sensitive species (i.e. fisher)		\$416,942.00		\$52,118.00	\$469,060.00
	Monitoring effectiveness of fuel treatments regarding vertical and horizontal spacing of residual fuel					
Effectiveness Monitoring	components		\$300,000.00			\$300,000.00
						-
TOTAL DIRECT COSTS			4,877,427.00	75,375.00	843,370.00	5,796,172.00
		(12% max for CAL FIRE Grant Share and Program Income, excluding equipment)				
INDIRECT COSTS			\$120,000			120,000.00
County Administrative costs		\$40,000/year	\$120,000			
TOTAL GRANT PROPOSED COSTS			4,997,427.00	75,375.00	843,370.00	5,840,797.00

CAL FIRE Tracking # 20-FH-SKU-010
Project Title: McKinley Scott Fuel Reduction

CAL FIRE Forest Health Program
California Climate Investments

Siskiyou County

(Forest Health: Required for all applicants.
Research and Forest Legacy: Complete this worksheet only if field
treatments will be implemented using grant funds.)

Worksheet 2: Treatment Areas

Applicant:

Application ID:

List only one ownership type and only one treatment type per row. You may need to list each area more than once.

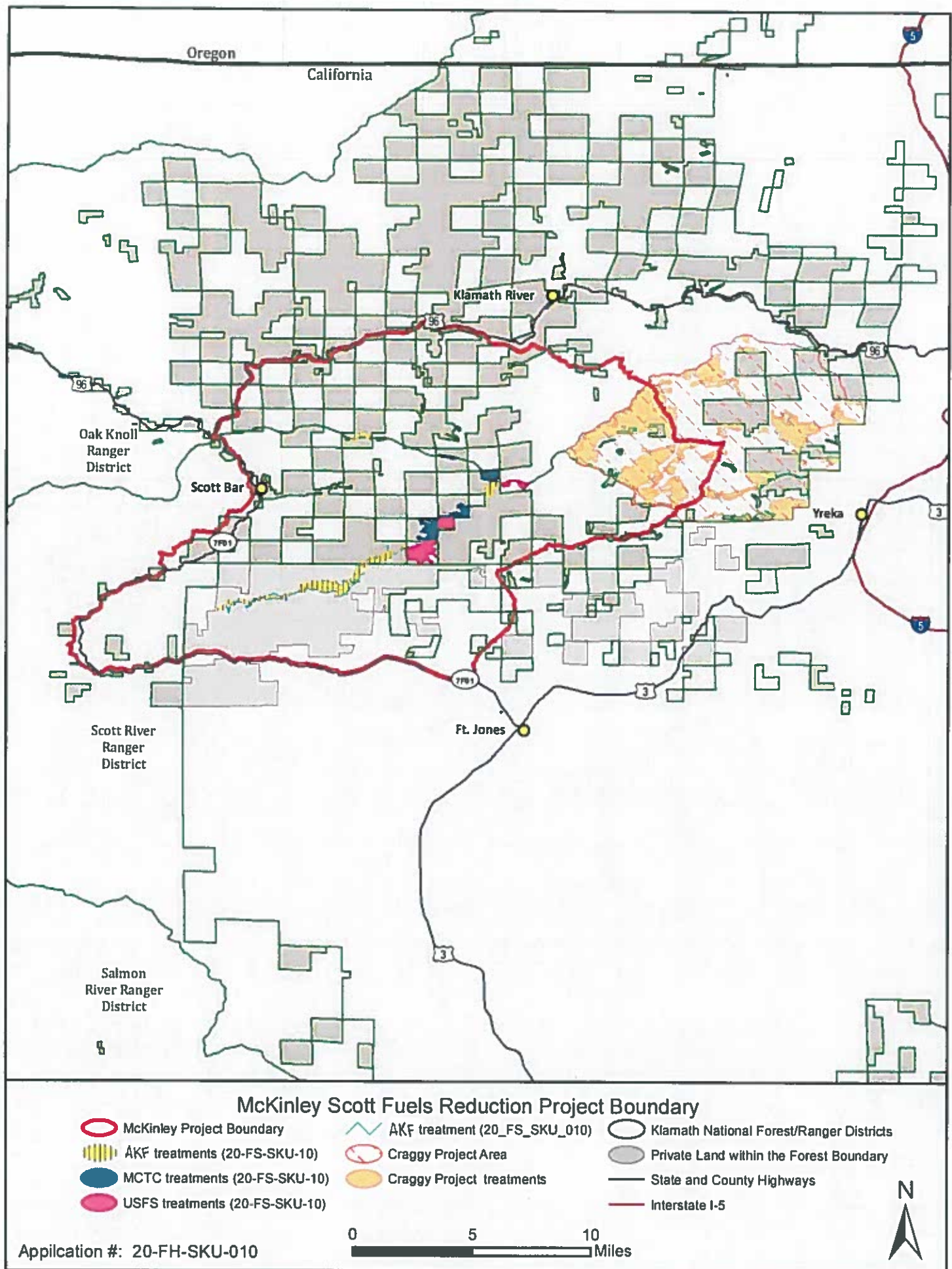
Add more rows if needed. All treatment areas must be included.

See Reference Tables for input options -->

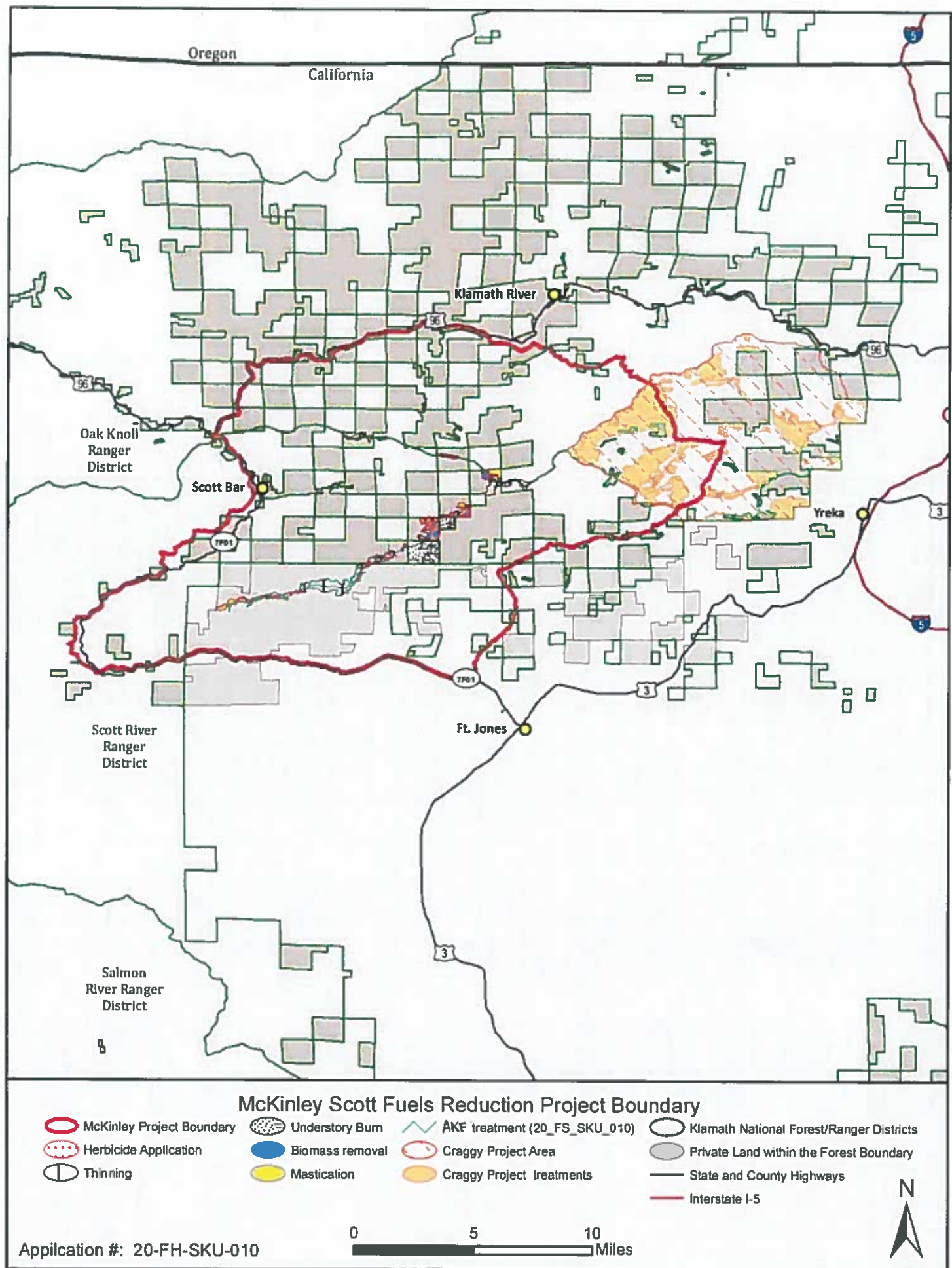
TreatmentNumber	TreatmentArea	OwnershipType	Acreage	Treatment Objective	Treatment Activity	StatusNEPA	StatusCEQA	LeadAgency	GrantFunds	MatchingFunds
1	Scott Bar Ridge 1	Private (industrial forestry)	119	Fuels reduction	Herbicide application	N/A	In progress	Shasta Valley RCD	\$ 17,850.00	\$ -
2	Scott Bar Ridge 1	Private (industrial forestry)	19	Fuels reduction	Thinning	N/A	In progress	Shasta Valley RCD	\$ 41,800.00	\$ -
3	Scott Bar Ridge 1	Private (industrial forestry)	116	Fuels reduction	Mastication	N/A	In progress	Shasta Valley RCD	\$ 185,600.00	\$ -
4	Scott Bar Ridge 2	Private (industrial forestry)	241	Fuels reduction	Herbicide application	N/A	Not started	Shasta Valley RCD	\$ 36,150.00	\$ -
5	Scott Bar Ridge 2	Private (industrial forestry)	854	Fuels reduction	Thinning	N/A	Not started	Shasta Valley RCD	\$ 1,878,800.00	\$ -
6	Scott Bar Ridge 2	Private (industrial forestry)	95	Fuels reduction	Mastication	N/A	Not started	Shasta Valley RCD	\$ 152,000.00	\$ -
7	FGS Roadside Clearance	Private (industrial forestry)	82	Land protection	Mastication	N/A	N/A	Shasta Valley RCD	\$ -	\$ 121,087.00
8	MCTC Mill Creek 1	Private (industrial forestry)	900	Fuels reduction	Herbicide application	N/A	In Progress	Shasta Valley RCD	\$ 135,000.00	\$ -
9	MCTC Mill Creek 1	Private (industrial forestry)	76	Fuels reduction	Biomass removal	N/A	Complete	Shasta Valley RCD	\$ 167,200.00	\$ -
10	MCTC Mill Creek 1	Private (industrial forestry)	277	Fuels reduction	Mastication	N/A	In progress	Shasta Valley RCD	\$ 443,200.00	\$ -
11	MCTC Mill Creek 1	Private (industrial forestry)	160	Fuels reduction	Thinning	N/A	In progress	Shasta Valley RCD	\$ 160,000.00	\$ -
12	MCTC Mill Creek 2	Private (industrial forestry)	252	Fuels reduction	Herbicide application	N/A	In progress	Shasta Valley RCD	\$ 37,800.00	\$ -
13	MCTC Mill Creek 2	Private (industrial forestry)	148	Fuels reduction	Biomass removal	N/A	In progress	Shasta Valley RCD	\$ 325,600.00	\$ -
14	MCTC Mill Creek 2	Private (industrial forestry)	45	Fuels reduction	Mastication	N/A	In progress	Shasta Valley RCD	\$ 72,000.00	\$ -
15	MCTC Mill Creek 2	Private (industrial forestry)	80	Fuels reduction	Thinning	N/A	In progress	Shasta Valley RCD	\$ 80,000.00	\$ -
16	KNF Fuel Reduction	USFS	650	Prescribed fire	Understory burn	Complete	N/A	Forest Service	\$ 150,000.00	\$ 400,000.00
17	All treated lands	Private (industrial forestry)	2477	Research	Research	N/A	N/A		\$ 416,942.00	\$ 52,118.00
18	All treated lands	Private (industrial forestry)	2477	Other	Other	N/A	N/A		\$ 300,000.00	
Sums	--	--	9068	--	--	--	--	--	\$ 4,599,942.00	\$ 573,205.00

Total acres treated in grant project: **2477**

Count each acre only once even if it has multiple treatment activities applied.



Map 1



Map 2

Exhibit C

California Climate Investments

Department of Forestry and Fire Protection

Forest Health Program Grant Guidelines

FY 2020-2021

FY 2021-2022



March 10, 2021
Proposals Due: 3 p.m., May 19, 2021

TABLE OF CONTENTS

FOREST HEALTH PROGRAM SUMMARY	1
ELIGIBLE ACTIVITIES	1
FUNDING AVAILABILITY – FISCAL YEARS 2020/2021 and 2021/2022	4
PROJECT ELIGIBILITY – FOREST HEALTH.....	5
Eligible Organizations and Partners	5
Greenhouse Gas Emissions Reductions.....	5
Project Scale	6
Funding Limits	6
Project Readiness.....	6
Equal Opportunity	6
APPLICATION SCORING – FOREST HEALTH	6
Grant Selection Criteria – Forest Health.....	7
1. Scope of Work – 15 points.....	7
2. Project Work Plan – 5 points.....	8
3. Budget – 10 points	8
4. Long Term Forest Management Goals – 5 points.....	9
5. Net Greenhouse Gas (GHG) Benefit – 10 points.....	9
6. Priority Landscapes – 5 points.....	9
7. Co-Benefits – 5 points.....	9
8. Jobs – 5 points.....	10
9. Disadvantaged and/or Low-Income Community Benefit – 10 points.....	10
10. Local Fire Plan & Other State Plan Compatibility – 5 points	11
11. Collaboration, Community Engagement and Local Support – 10 points	11

12. Grantee’s Administrative Capacity and Past Forest Management History – 10 points	12
13. Readiness and Legal Requirements – 5 points.....	12
APPLICATION PROCESS	13
Application Review and Awards.....	19
GENERAL GRANT CONDITIONS and PROJECT ADMINISTRATION	19
Project Performance Period.....	19
Project Reporting.....	20
Changes to an Approved Project	21
Project Amendments and Termination	21
Accounting Requirements	21
Loss of Funding.....	22
Eligible Costs	23
Ineligible Costs	26
Payment of Grant Funds	26
Advances.....	27
Prevailing Wage Requirements	27
State Audit.....	27
Research Sites, Data and Publications.....	28
APPENDIX A – Forest Legacy Program	1
Forest Legacy Applicant Eligibility	1
Conveyances.....	2
Conservation Easement and Carbon Project Eligibility	3
Funding Options	3
Required Field Visit	3
Forest Legacy Scoring Criteria.....	3

Statement of Applicability to Criteria.....	4
1. Importance – 30 points	4
2. Threat – 20 points	6
3. Strategic Value – 30 points	7
4. Readiness – 6 points	8
6. Matching Funds – 7 points	9
Forest Legacy Application Process	10
Forest Legacy Contacts	10
Project Funding Process	10
APPENDIX B – Forest Health Research Program.....	1
Program Overview	1
Priority Research Topics	1
Funding Availability.....	2
Project Eligibility.....	4
Project Merit.....	7
Application Submission Process	10
Application Review and Selection Process.....	12
General Grant Conditions and Project Administration	13
Forest Health Research Program Contacts.....	15
APPENDIX C – Explanation of Terms	1
APPENDIX D – Project Budget, Treatment Areas, Work Plan, Environmental compliance	1
Worksheet #1: Budget.....	1
Worksheet #1B: Phase 2 Budget.....	2
Worksheet #3: Work Plan.....	4
Worksheet #4: Environmental Worksheet	5

APPENDIX E – Environmental Compliance	1
NEPA Compliance	1
California Environmental Quality Act (CEQA).....	1
Limited Suspension of Requirements of the California Environmental Quality Act.....	3
CEQA Compliance	3
APPENDIX F – Priority Populations.....	1
APPENDIX G – Sample Resolution	1
APPENDIX H – Sample Invoice	1

FOREST HEALTH PROGRAM SUMMARY

CAL FIRE's Forest Health Program awards funding to landscape-scale land management projects that achieve the following objectives:

- Restore forest health and disaster resilience to California's forests.
- Protect upper watersheds where California's water supply originates.
- Promote long-term storage of carbon in forest trees and soils.
- Minimize the loss of forest carbon from unnaturally large high severity wildfires.
- Further the goals of the [California Forest Carbon Plan](#), [California's Natural and Working Lands Implementation Plan](#) and [AB 32 Climate Change Scoping Plan](#)

CAL FIRE seeks to significantly increase fuels management, fire reintroduction, reforestation, and conservation of forests degraded by overcrowding, drought, pest infestation, and catastrophic fire. All Forest Health projects must have climate benefits from 1) treatment activities, 2) avoided future wildfire and fossil fuel use, and/or 3) reforestation and/or growth and yield of remaining vegetation. Applicants are required to submit supporting documentation to enable CAL FIRE staff to validate benefits using the [Forest Health Quantification Methodology and Calculator Tool](#) developed by CAL FIRE and the California Air Resources Board (CARB).

The Forest Health Program is part of [California Climate Investments](#) (CCI), a statewide program that puts billions of Cap-and-Trade dollars to work reducing GHG emissions, strengthening the economy, and improving public health and the environment – particularly in disadvantaged communities. The CCI program also creates financial incentives for industries to invest in clean technologies and develop innovative ways to reduce pollution. CCI projects include affordable housing, renewable energy, public transportation, zero-emission vehicles, environmental restoration, more sustainable agriculture, recycling, and much more. As required by AB 1550, at least 35 percent of these investments are to be located within and benefit residents of disadvantaged communities, low-income communities, and low-income households across California.

ELIGIBLE ACTIVITIES

Fostering healthy forests calls for a balanced approach using a variety of activities including fuel reduction, fire reintroduction, pest management, reforestation, research, conservation, and use of biomass in wood products and energy. Activities must be applied across large landscapes to achieve regional resilience. Projects that implement a mix of activities with multiple, experienced partners will be given priority.

Projects may include planning, organizational and business capacity-building, and workforce and infrastructure development as components of proposed projects.

All revenues collected as a result of activities paid for, in full or in part, with Forest Health Program grant funds must be tracked and re-invested into the project to further grant objectives.

The following activities are eligible for funding through the Forest Health Program:

- a. **Forest Fuels Reduction** – Eligible activities must focus on treating understory trees and brush with the goals of reducing fire hazards, improving tree growth, stabilizing carbon in retained trees, and increasing forest resilience. Forest thinning activities can be manual or mechanical and must be designed to change stand structure to: 1) concentrate carbon storage in widely-spaced and larger trees that are more resilient to wildfire, drought, and pest outbreaks; and 2) reduce the likelihood of wildfire transitioning into the forest canopy. Commercial harvesting activities should focus on promoting carbon storage in remaining trees and must be compatible with achieving resilient forests with stable carbon storage that provide co-benefits such as fish and wildlife habitat, increased biodiversity, and wildlife adaptation to climate change. Pre-commercial and brush removal activities are also eligible.
- b. **Prescribed Fire** – Eligible activities must focus on the need to reintroduce fires to fire-adapted forest ecosystems. Applying fire to the landscape may serve multiple purposes including, reducing fuel loads, creating heterogenous and diverse vegetation, maintaining cultural practices of indigenous communities, and/or promoting healthy ecosystem processes such as water storage and pest control. Prescribed burns may be completed with private or public burn crews.
- c. **Pest Management** – Eligible activities must address pest control and related forest health improvement, while reducing pest-related mortality, improving tree growth, stabilizing carbon retained in trees, and increasing forest resilience. Activities may include forest thinning and/or brush removal. Forest thinning activities (manual or mechanical) should change stand structure to increase carbon storage in more widely spaced trees that are more resistant to wildfire, drought, and insect attacks. Harvesting activities should focus on removing dead, diseased, suppressed, or slow-growing trees for the purpose of promoting carbon storage in remaining trees and must be compatible with achieving resilient forests with stable carbon storage that provide co-benefits such as fish and wildlife habitat, increased biodiversity, and wildlife adaptation to climate change.
- d. **Reforestation** – Eligible activities should establish a diverse, native forest, which will result in stable carbon sequestration and storage, improved watershed and habitat functions, and forest resilience. Species selection must be appropriate for the site and may be used to address climate adaptation.

Climate appropriate seed lots may be identified using the [U.S. Forest Service's Seedlot Selection Tool](#).

Reforestation of recently burned areas is also eligible for funding, including planning, site preparation and planting; fire suppression repair costs are not eligible.

The Forest Health program does not fund afforestation or the establishment of forests in historically non-forested areas.

- e. **Biomass Utilization** – Eligible activities must: 1) utilize woody biomass for wood products such as post and pole, firewood, dimensional lumber, plywood, or other products which allows for continued carbon storage; 2) generate energy through combustion or gasification, which displaces carbon-intensive fossil fuel-based energy; or 3) utilize woody biomass to help develop markets for beneficial uses of the material. Beneficial uses include, but are not limited to, dimensional lumber, animal bedding, biochar, artistic and cultural products, cross-laminated timber, mulch, oriented strandboard, pulp, post, shredding, and veneer products.
- f. **Forest Legacy** – Eligible activities include the purchase or donation of conservation easements or fee title of productive forest lands threatened with conversion to non-forest uses, such as subdivision for residential or commercial development. As with Forest Health Program grants, all conservation projects must also demonstrate GHG emission reduction benefits.

Forest Legacy project applications have different selection criteria and application requirements than Forest Health projects. Forest Legacy applicants that wish to complete fuels reduction, pest management, reforestation, etc. on the property with grant funds will need to define those proposed treatments in the Forest Legacy application, scope of work, budget, and work plan. Please refer to **Appendix A** for Forest Legacy requirements and application instructions.

- g. **Research** – Research activities are no longer eligible as a component of Forest Health implementation projects. Research activities are still eligible for award as stand-alone projects through the Forest Health Research Program and have separate application requirements and processes (see **Appendix B**).

The Forest Health Research Program funds projects that seek to improve the scientific understanding of issues related to the objectives of the Forest Health Program, CCI Investment Plan, and the California Forest Carbon Plan. All proposed projects must address one or more priority topics. Research Program applications have different selection criteria, timeframes for agreements, and other requirements than Forest Health projects. Please refer to **Appendix B** for Research Program requirements and application instructions.

FUNDING AVAILABILITY – FISCAL YEARS 2020/2021 AND 2021/2022

Up to \$170 million will be awarded to Forest Health projects that fit the eligibility criteria and score competitively against the selection criteria. Up to \$40 million of the total funding will be reserved for post-fire recovery. Funds will be available following appropriation in signed budget bills for fiscal years 2020-21 and 2021-22 and following generation in the Cap-and-Trade auction. Forest Health and Fire Prevention are one of three state programs for which auction proceeds will be prioritized according to (insert bill).

Funding expiration date will vary based on fiscal year and fund source. Funds awarded earlier will be prioritized for high scoring projects that are able to begin ground-disturbing activities in Summer 2021.

Wildfire and Forest Resilience budget proposal – Forest Health

Fiscal Year	Fund	Amount (in millions)	Expiration date
2020-21	General Fund	\$5	March 31, 2024
2020-21	GHG Reduction Fund	\$65	March 31, 2025
2021-22	General Fund	\$20	March 31, 2026
2021-22	GHG Reduction Fund	\$80	March 31, 2026

Additionally, up to \$14 million will be awarded to Forest Legacy applicants and at least \$3.8 million will be awarded to Forest Health Research applicants.

PROJECT ELIGIBILITY – FOREST HEALTH

All applications will be screened for eligibility. Applications must be complete and submitted by an eligible applicant. Projects should be designed to achieve GHG emissions benefits, must be within size and funding limits, and be able to be completed within the statutory time limits. Applications that do not meet these criteria will not be scored against the selection criteria and will not be eligible for award.

Eligible Organizations and Partners

CAL FIRE will enter into grant agreements with local, state, and federal public agencies; Native American tribes; universities; special districts; industrial and non-industrial private forest landowners; and non-profit organizations.

Applicants should work cooperatively with local partners to implement projects in a coordinated and expedited manner. Collaboration and support can be demonstrated by private and public involvement in the planning, funding, and implementation of the project. Collaboration should leverage resources to achieve an outcome that is larger than the sum of the individual projects that may have been undertaken by each partnering organization independently. Applicants should take care to clearly indicate what work will be completed with funds from this solicitation.

Greenhouse Gas Emissions Reductions

Forest Health projects must further the regulatory purposes of Division 25.5 commencing with Section 38500 of the Health and Safety Code. In its statutory role, the California Air Resources Board (CARB), has worked cooperatively with CAL FIRE and other experts to develop and approve the Forest Health Quantification Methodology for forest treatment activities, and an accounting strategy for combining the effects of treatment activities and their synergistic effects.

Applicants are not required to calculate the GHG benefits of proposed projects; however, they are required to submit GHG workbook that CAL FIRE staff may complete a quantitative estimate of the net GHG benefit of the project in terms of metric tonnes of carbon dioxide equivalent (CO₂e). Calculations will be completed using [the most current version Forest Health Quantification Methodology \(QM\) and Calculator Tool](#). GHG benefit per Forest Health Program funds requested will ultimately be recorded as MTCO₂e/\$. Applications that do not include the required documentation may be disqualified.

Some activities, such as planning, outreach or education, may not have a measurable GHG emissions benefit. Applicants must provide a qualitative description of how these proposed activities will result in emissions reductions, further quantitative assessment of GHG impacts, or improve management actions or policy.

Project Scale

Forest Health projects must focus on large, landscape-scale forestlands composed of one or more landowners, which may cover multiple jurisdictions. Large landscapes will usually include watersheds, fireheds, or larger logical management units. The total project area should aim to be no less than 800 acres in size; landscape units do not have to be contiguous.

Funding Limits

Eligible Forest Health projects must be large, landscape-scale, with multiple benefits. The minimum grant amount requested should be no less than \$750,000. The maximum allowable amount is \$5 million.

Project Readiness

Eligible projects must complete grant-related activities no later than March 31, 2026. However, due to the varying funding expiration dates included in this grant solicitation, CAL FIRE may request earlier project completion date of March 31, 2024 or March 31, 2025 when awarding projects. CAL FIRE may also choose to fund a portion of a project based on funding availability.

Preference will be given to projects that have environmental compliance such as CEQA and/or NEPA completed before the project application is submitted (**See Appendix C**). Applicants must agree to complete all needed environmental compliance work within one year of award and must demonstrate progress toward completing the work within six months of award. CAL FIRE will begin to review all awarded projects within 12 months of the grant award or by January 2022 and may reallocate awarded funds to a different grantee by July 2023 if environmental compliance is not complete or reasonable progress cannot be demonstrated.

Equal Opportunity

CAL FIRE Forest Health Program is committed to supporting disadvantaged and marginalized communities. This commitment furthers the mission of CAL FIRE to serve and safeguard the people of California, as well as the [CCI legislative mandates](#) to invest in under-resourced communities and communities particularly vulnerable to climate change. Applicants are invited to describe how implementation of grant funds may elevate historically marginalized populations.

APPLICATION SCORING – FOREST HEALTH

Applicants are required to submit a complete project application including a detailed scope of work, project workplan and timeline, detailed budget and budget justification, project maps and digital spatial data, supporting documents allowing for a calculation of GHG emission reductions by CAL FIRE staff, and additional supporting documents as listed in the Project Application package described below.

Upon close of the application period, applications will be reviewed to determine if the project meets eligibility requirements. Eligible projects will be scored against selection criteria to determine how well the project fits the purpose and objectives of the Forest Health Program using the following Grant Selection Criteria.

Grant Selection Criteria – Forest Health

These criteria are specific to Forest Health grant applications.

See Appendix A for grant selection criteria specific to the Forest Legacy Program and Appendix B for selection criteria specific to the Forest Health Research Program.

Grant applications will be scored as to how well the project fits the purpose and objectives of the Forest Health Program, using the following criteria.

1. Scope of Work – 15 points

The project is appropriate for the program and the Scope of Work includes a clear, complete articulation of the work to be completed.

The Scope of Work must address the following:

- Project background and statement of need, including ecosystem and community benefits.
- How the project is consistent with the goals of the Forest Health Program and California's climate goals as outlined in the California Forest Carbon Plan, California's Natural and Working Lands Implementation Plan, and Global Warming Solutions Act of 2006.
- Proposed project activities as outlined in project Work Plan, expected project deliverables/milestones, and any permits or regulatory approvals needed to complete the project.
- A description of how the project will utilize a diverse mix of management actions that follow industry standards, are appropriate activities for the project landscape, and how they combine or connect to promote forest health at a landscape scale.
- If the project includes planning, outreach or education, an explanation of how those proposed activities will result in GHG emissions reductions or improve management actions or policy.
- An explanation of how multiple, experienced partners representing all key stakeholders will collaborate throughout the project, including: planning, funding, implementation, and monitoring.

- The extent to which the project will deliver enduring, sustainable benefits. Considerations may include co-benefits such as habitat value and invasive species control. Plans for long-term maintenance of these benefits including the responsible parties, funding, and partner assistance.
- Proposed measures to avoid adverse impacts to soil health and fish, wildlife and native plant resources in project design and development. Within 6 months of executing the grant agreement, the Grantee will be required to submit a plan for identifying and mitigating the risk of introducing exotic and/or invasive species. This includes identifying potential issues in the project area, prevention practices to be implemented, monitoring and mitigation. Activities to mitigate existing invasive species may be specified in the budget.

2. Project Work Plan – 5 points

The Work Plan worksheet is complete with appropriate detail describing the phases of work necessary to successfully implement the project. It is feasible for all phases of work to be completed before the end of the project performance period.

If the proposed project is a continuation of, or related to, a current CAL FIRE Forest Health Grant, the Work Plan should show the transition of currently funded activities to proposed activities.

3. Budget – 10 points

Both budget worksheets have been completed, with the “Project Budget” worksheet clearly depicting how grant funds will be spent by spending type, and the “Treatment Areas” worksheet specifying the treatment areas, ownership type, and funds to be spent by treatment area. Requested funds shall be no less than \$750,000 and no more than \$5 million.

The budget and budget justification depict how costs are reasonable for the proposed treatments, deliverables, and Scope of Work. The budget specifies the number of salaried employees and contractors to be funded under the grant and the cost basis for each. Consideration should be given to including costs for environmental compliance, adequate and thorough reporting to CAL FIRE, and GIS support to provide digital spatial treatment data to CAL FIRE. The budget must identify anticipated income received from the sale of forest products or other income generated from the project and how those funds will be reinvested in the project.

4. Long Term Forest Management Goals – 5 points

Project activities should be conducted pursuant to an approved timber harvest plan, nonindustrial timber management plan, working forest management plan, or appropriate exemptions. CAL FIRE will give funding priority to landowners with a plan or demonstrated interest to develop or maintain a resilient forest of diverse age, size, and species class within the boundaries of the project. A long-term maintenance plan for the project should identify responsible parties, funding, and partner assistance.

5. Net Greenhouse Gas (GHG) Benefit – 10 points

While applicants are not required to calculate the GHG benefits of proposed projects; the application must include a completed GHG workbook that CAL FIRE Forest Health staff will use to make a quantitative estimate of the net GHG benefit of the project in terms of metric tonnes of carbon dioxide equivalent (CO₂e). Applications that do not include the required documentation may be disqualified.

Forest Health will perform a thorough assessment of project activities as related to past calculations of those activities on similar lands. Preference will be given to projects that are estimated to have significant GHG benefits.

6. Priority Landscapes – 5 points

The project addresses forestlands where there is a demonstrated need for treatment and where projects will have significant benefit.

CAL FIRE's Fire and Resource Assessment Program (FRAP) has developed a [Priority Landscape web map viewer](#) that can be used to assess whether proposed project is located in a high priority landscape in which specific actions can be taken to reduce risk to a forest asset. Those actions include: 1) Reducing Wildfire Risks to Ecosystem Services, 2) Restoring Fire Damaged Areas, 3) Restoring Pest Damaged Areas, and 4) Reducing Wildfire Threat to Communities. Applicants should briefly describe which priority area(s) they will be working in and describe how work will reduce risk to the asset in that area.

Climate refugia may also be considered as a priority landscape. Applicants must describe the source of climate refugia identification and how proposed treatments will enhance refugia characteristics.

7. Co-Benefits – 5 points

California Climate Investments support socio-economic, environmental, and public health co-benefits.

The application must include a brief description of the project's co-benefits. Potential co-benefits include, but are not limited to, reduced fire risk and/or facilitated fire suppression; bioenergy and/or wood products produced; biomass diverted from landfill; improved air and/or water quality; improved watershed health; protected water supplies; improved wildlife, fish, or native plant habitat; reduced invasive species; increased recreation, education, or outreach opportunities; workforce development of populations historically marginalized in forestry; improved scenic resources; protected cultural resources; traditional ecological knowledge engaged; improved soil health; benefits to local economy; benefits to local culture; agricultural benefits; climate adaptation; jobs created and/or supported; and/or pursuit of environmental justice.

8. Jobs – 5 points

Applicant has completed and attached [CARB's Job Co-benefit Modeling Tool](#) and included in the application the number of jobs that are to be supported and/or the number of jobs that are to be created with project and CCI funding. Projects that are awarded funding will be required to provide regular updates of workers employed by, and job training provided with, CCI funding.

All Forest Health grantees will be required to maintain records and report bi-annually to CAL FIRE on all jobs directly associated with the implementation of the grant activities, including jobs provided by contractors and sub-contractors.

Job creation or workforce development in disadvantaged communities may be highlighted in the application. (If workforce development is the primary project activity, contact Forest Health staff for directions on choosing the most appropriate Job Co-benefit Modeling Tool.)

9. Disadvantaged and/or Low-Income Community Benefit – 10 points

Forest Health prioritizes projects that include and benefit residents of disadvantaged communities, low-income communities, and low-income households; these are collectively referred to as "priority populations."

Applicants must refer to CCI-CAL FIRE's [Priority Populations Evaluation Criteria](#) document (Appendix F) to determine if the project 1) is located within a census tract identified as a disadvantaged community or low-income community, or directly benefits residents of a low-income household; 2) meaningfully addresses an important community need; and 3) provides direct, meaningful, and assured benefits to priority populations.

Leadership and partnership from, and outreach to, Priority Populations or organizations may be described in the application. Benefits to communities should be described in terms of the community need and the direct impact of the project.

Number of points awarded will be proportional to amount of budget spent within a priority population and inclusion of priority populations in leadership, partnership, and outreach.

10. Local Fire Plan & Other State Plan Compatibility – 5 points

The project is part of other wildfire planning processes including the 2018 Strategic Fire Plan for California, local CAL FIRE Unit fire plans, or Community Wildfire Protection Plans. Projects should demonstrate how their activities are consistent with or in support of other statewide climate initiatives, landscape conservation efforts and other state actions plans such as the California Forest Carbon Plan, Safeguarding California Plan, Natural and Working Lands Climate Change Implementation Plan, California's Wildfire and Forest Resilience Action Plan, CA Wildlife Action Plan, CA Water Action Plan, Habitat Conservation Plans, Natural Community Conservation Plans.

11. Collaboration, Community Engagement and Local Support – 10 points

The project includes broad community engagement, partnerships, or collaborative efforts.

Collaboration and support are demonstrated by private and public partnerships in the planning, funding, and implementation of the project. CAL FIRE will favor those projects that provide a direct benefit to a community and meaningfully address an important community need. Leadership, partnership, or support from communities historically under-represented in forestry may be recognized in the application.

Preference will be given to projects that are identified as priorities by regional groups such as the Regional Prioritization Groups of the Forest Management Task Force (FMTF), the Regional Forest and Fire Capacity Program (RFFCP), and Collaborative Forest Landscape Restoration Program (CFLRP). These groups were established to promote and support collaborative planning and implementation of forest health management and restoration efforts at a landscape scale.

Inclusion in a prioritization document, letter of recommendation, or other demonstration of participation in and support of a regional group will be considered.

Applicants must refer to CCI's [Co-benefit Assessment Methodology for Community Engagement](#) and complete the Community Engagement Questionnaire to determine how the project demonstrates public participation in planning, design, and implementation occurs in ways that foster community access, deliberation, and leadership.

12. Grantee's Administrative Capacity and Past Forest Management History – 10 points

Provide proof of capacity to administer sizable grant with numerous partners. Provide proof of ability to complete land management activities. The Applicant has demonstrated forest management experience with similar landscape level projects and demonstrates a high potential for completing the project. Greater consideration will be given to organizations with the ability to administratively manage large grants and a proven record of success in delivering projects like that proposed in the application.

If the Applicant is a prior CAL FIRE Forest Health grantee (or major contributing partner), the Applicant must be up to date on all grant reporting and have demonstrated substantial progress towards accomplishing the existing grant activities and objectives. If the proposed project is a continuation of, or related to, a current CAL FIRE Forest Health Grant, a minimum of 50% of the previously awarded Forest Health grant funds must have been expended at time of this application, and the applicant must include a plan to demonstrate that at least 70% of the previously awarded grant funds will be expended by December 31, 2021. Maintenance on past Forest Health grant funded activities shall have a maintenance plan described clearly within the SOW as well as the Work Plan and Project Budget worksheets.

13. Readiness and Legal Requirements – 5 points

The Applicant has completed the "Environmental Compliance" worksheet. "Readiness" is the ability to implement the project and the capability to begin ground disturbing activities on the project within 12 months of the grant award. The project is ready to implement, because all required documents and legal requirements such as, CEQA, NEPA, landowner access agreements, permits, ancillary contracts, and agreements are in place. All environmental permitting must be completed within one year of the grant agreement (See Appendix D). A Registered Professional Forester or NASP-Certified Silviculturist must oversee vegetation treatments and removal.

APPLICATION PROCESS

These processes are applicable to all programs.

Applicants to the Forest Health, Forest Legacy and Research programs, must follow the three-step application process described below. This process includes 1) requesting a Project ID and access to CAL FIRE's SharePoint content management platform; 2) submitting all required supporting documents and data via the assigned SharePoint folder; 3) submitting an online application form. Any project that does not submit both supporting documents AND an online application form will be disqualified.

The **Project Application deadline is 3 p.m. PDT on May 19, 2021**. After this time, access to the online application and any documents modified in SharePoint may be rejected.

Step 1 – Request Project ID and link to CAL FIRE Grants SharePoint platform:

Prior to applying, interested entities need to request a Project Tracking ID number and be assigned access to CAL FIRE Grants' SharePoint folder. **Additional instructions on how to use SharePoint can be found on the [CAL FIRE Grants webpage](#).**

Send email to CALFIRE.Grants@fire.ca.gov, including:

- Name of the grant program (Forest Health, Forest Legacy, Research)
- Name of organization applying
- Name of the [CAL FIRE Unit](#) in which the project or activity will be located
- Name of the project
- Names and emails of individuals that will need access to SharePoint folder

The Project Tracking ID will be in the form of:

20-FH-UUU-XXX for Forest Health

20-FL-UUU-XXX for Forest Legacy

20-RP-UUU-XXX for Research Program

Where UUU is the 3-letter identifier for the CAL FIRE Unit where the project is located and XXX is a sequentially assigned tracking number.

Applicants should request this information at the beginning of the grant application process. Please allow up to one business day to receive a link to your SharePoint folder. Requests that are made less than one week prior to the due date may not be considered.

Step 2 – Submit Items in Folders to CAL FIRE's SharePoint platform:

Using the link for SharePoint received from CAL FIRE Grants in Step 1, create folders using the naming conventions for each folder described below and upload the required documents into the folders. Submit your documents as early as

possible as additional time will not be allowed for technical or Internet uploading issues. *Do not submit any other supporting materials as they will not be reviewed.*

Folder 1: PROJECT DOCUMENTS: Use the following naming protocol:

Folder 1 Contents	Electronic File Name
A: Scope of Work	20-FH/FL/RP-UUU-XXX-SOW.doc or .pdf
B: Statement of Qualifications	20-FH/FL/RP-UUU-XXX-SOQ.doc or .pdf
C: Budget, Treatment Areas, Work Plan, and Environmental Compliance Forest Health Project workbook	20-FH/FL/RP-UUU-XXX-FHProjectWorkbook.xlsx
D: Maps / .shp files	20-FH/FL/RP-UUU-XXX-Map.zip
E: Letters of Participation	20-FH/FL/RP-UUU-XXX-Partners.pdf or .zip
F: Letters of Support	20-FH/FL/RP-UUU-XXX-Support.pdf or .zip
G: CCI Jobs Calculator	20-FH/FL/RP-UUU-XXX-Jobs.pdf

A. Scope of Work –

- Forest Health – See Page 7 for required elements in a Scope of Work for Forest Health applications. MS Word or PDF document limited to 4 pages using 11-point or greater, Arial font.
- Forest Legacy – See Appendix A. The Statement of Applicability must be limited to one page, for each of the four criteria. MS Word or PDF document, using 11-point or greater, Arial font.
- Research Program – See Appendix B for required elements in a Scope of Work for stand-alone research projects. MS Word or PDF document, limited to 10 pages using 11-point or greater, Arial font.

B. Statement of Qualifications –

- Forest Health and Forest Legacy – Detail the applicant's ability to complete the project as proposed, identify the resources (staff, partners, contractors) intended to complete the tasks described in the Work Plan, and explain applicant's expertise or experience completing similar forest management projects and managing projects of similar fiscal size. (MS Word or PDF document limited to one page using 11-point or greater, Arial font.)
- Research Program – See Appendix B for required elements in a Statement of Qualifications for stand-alone research projects. (MS Word or PDF document limited to two pages using 11-point or greater Arial font.)

- C. Forest Health Workbook (Budget, Treatment Areas, Work Plan, and Environmental Compliance worksheets) –Submitted as one [Excel workbook](#), using template provided.
- Forest Legacy and Research Program applicants need not complete Environmental Compliance worksheets unless forest treatments or other ground-disturbing activities are proposed using grant funds.
 - Research Program applicants whose projects are longer than two years should identify two distinct phases in timeline worksheet and provide separate budgets for phases. See Appendix B for additional information.
- D. Maps of Project Area (Sized to 8 ½” x 11”). Limited to one PDF file for maps or multiple PDF’s in one .ZIP file.
- E. Signed letters of participation from primary project partners listed in under “Collaboration/Partnerships” of the Project Application, and from any landowners or managers where research is being performed. Letters should be addressed to: Chief Helge Eng, Deputy Director, Resources Management, California Department of Forestry and Fire Protection. Submit as a single PDF file or as a .ZIP file with multiple letters.
- F. Signed letters of support from individuals and entities other than primary project partners. This includes letters of support from the leadership of the FMTF, RFFCP, or other collaborative forest restoration group, if applicable. Graduate student applicants to the Research Program should include a letter of support from their major professor. Submit letters as a single PDF file or as a .ZIP file with multiple letters.
- G. [Job Co-benefit Modeling Tool](#) completed according to the methods to prospectively estimate the number of jobs supported by California Climate Investments projects as specified in the [User Guide. User Guide.](#)

Folder 2: ORGANIZATION DOCUMENTS: Use the following naming protocol:

Folder 2 Contents	Electronic File Name
A: Articles of Incorporation	20-FH/FL/RP-UUU-XXX-AOI.pdf
B: Governing Resolution	20-FH/FL/RP-UUU-XXX-Resolution.pdf
C: Non-Discrimination Compliance	20-FH/FL/RP-UUU-XXX-STD20.pdf
D: Drug-Free Workplace Certification	20-FH/FL/RP-UUU-XXX-STD21.pdf
E: Payee Data Record form STD 204	20-FH/FL/RP-UUU-XXX-STD204.pdf
F: UC/CSU Model Agreement Template	20-FH/FL/RP-UUU-XXX-UTC.doc

- Articles of Incorporation including the Seal from the Secretary of State. *Only required from non-profit Applicants.*

- A signed Resolution by the Applicant's governing body, which allows the grantee to sign agreements and amendments for a specific project (See Appendix F). The Resolution is not required to be notarized. *Resolutions are required only from non-profit and local agency Applicants.*
- State of California [Non-Discrimination Compliance Statement](#) (STD 19) – Not required from state agencies
- State of California [Drug-Free Workplace Certification](#) (STD 21) – Not required from state agencies
- State of California [Payee Data Record](#) (STD 204) – A W-9 can be substituted for tribal and governmental agencies
- University of California and California State Universities are also required to submit their application using the [Model Agreement Template](#) on the Department of General Services' website. Documents must be submitted in MS Word.

Folder 3: GIS DOCUMENTS:

Folder 3 Contents	Electronic File Name
A: Project Boundary	20-FH/FL/RP-UUU-XXX-Boundary.zip
B: Treatment and Impact Areas	20-FH/FL/RP-UUU-XXX-TreatmentAreas.zip

- A. Project area boundary: Include all areas considered for inclusion in the project.
- B. Proposed treatment areas within the project boundary: Include a polygon or layer for each treatment and treatment area described in Worksheet 3: Treatment Areas. Clearly label spatial files such that each line in Worksheet 3: Treatment areas can be identified in the spatial files. If optional impact areas are used in GHG quantification, include with treatment areas.

Spatial data formatting requirements:

- Shapefile (including all associated file extensions), KMZ, or GDB
- Polygon vector files
- Coordinate reference system: NAD_1983_California_Teale_Albers (EPSG: 3310)
- Metadata must be provided for any naming convention, coding, etc.
- Include source information and methodology in a note file in each zipped GIS package
- File names:
 - ApplicationNumber_Boundary_YYYYMMDD.xxx
 - For example: 20-FH-HUU-XXX_Boundary_20201001.shp
 - ApplicationNumber_Treatment##_YYYYMMDD.xxx.

- 20- FH-HUU-XXX-HUU_Treatment01_20201001.prj
- If the project area boundary is not contiguous, format so that all tracts or treatment areas are polygons in one single layer with the tract/treatment area names in the attribute table.
- Optional, but recommended: include the information in Worksheet 3: Treatment Areas in the attribute table for the proposed treatment areas layer(s). [A sample shape file is provided here as an Excel document](#) and on the [Forest Health Grantee Resources web page](#).
- Compile all spatial data into two .zip files, one for Project Boundary and one for Treatment Areas (see Folder 3: Contents chart above).

Folder 4: GHG EMISSIONS WORKBOOK: *Not required for Research Program applicants.* Use the following naming protocol:

Folder 4 Contents	Electronic File Name
A: GHG Emissions Workbook	20-FH/FL/RP-UUU-XXX-GHGWorkbook.xlsx

- A. Access the [GHG Emissions Workbook](#) and follow the instructions on the “Read Me” tab to complete the tabbed worksheet for each planned project activity.
- B. Contact Forest Health Emissions Specialist, Kevin Welch, with questions: Kevin.Welch@fire.ca.gov.

Folder 5: ENVIRONMENTAL DOCUMENTS: NEPA/CEQA documents – See Appendix D. *Not required for Forest Legacy or Research Program applicants, unless forest treatments or other ground-disturbing activities are proposed using CAL FIRE-CCI grant funds.*

Attachments should be named using the following protocol: 20-FH/-UUU-XXX—Environment.pdf or.zip

Folder 6: FOREST LEGACY DOCUMENTS: *Only required for Forest Legacy applicants.* Use the following naming protocol:

Folder 6 Contents	Electronic File Name
A: Conservation Easement	20-FL-UUU-XXX-Easement.xlsx
B: Preliminary Title Report	20-FL-UUU-XXX-TitleReport.zip

Step 3 – Submit Online Application:

All applications will now be submitted through an online form. No hard copy or emailed applications will be accepted.

Each program has a specific application; *only complete the application that is specific to the program for which you are applying:*

- [Forest Health](#)
- [Forest Legacy](#)
- [Forest Health Research Program](#)

Review the application early in the process and prepare to fill out and submit the form in a single session. It is highly recommended that applicants compile information for the application before filling out the online form. The application can be copied from the browser and pasted into MS Word or similar word processing application to prepare the responses in advance.

The application form consists of several sections:

- 1) Project Information
- 2) Organization Information
- 3) Forest Health Treatment Types & Treatment Acreage
- 4) Land Ownership
- 5) Scope of Work, Project Timeline & Budget
- 6) Matching Sources of Funding
- 7) Priority Landscapes
- 8) Co-benefits
- 9) Disadvantaged and/or Low-Income Community Benefit
- 10) Local & State Compatibility
- 11) Collaboration/Partnerships
- 12) Administrative Capacity and Past Forest Management History
- 13) Attestation

An asterisk (*) in the application form indicates a required response. Prior to submission, ensure all required (*) fields are filled with data in the appropriate format.

Upon successful submission, a confirmation page will be displayed, and the submitter will receive an email confirming receipt of the application and an email with the submitted responses. If the confirmation email is not received, contact CALFIRE.Grants@fire.ca.gov with the Project Tracking ID.

Application Review and Awards

A list of applications received will be posted on the Forest Health grants webpage at least 10 business days prior to award.

CAL FIRE will review completed applications that meet the Program Eligibility Criteria. Eligible applications will be scored by CAL FIRE staff and an inter-agency panel against the Grant Selection Criteria. Final awards will be determined based on project scores, program need, and relative fit of the awarded projects to each other both geographically and with respect to proposed activities.

CAL FIRE reserves the right to fund projects in total or in part, whichever best serves the objectives of the Forest Health Program. Project applicants that are selected to receive partial funding will be provided additional information on their revised funding amount, project performance period, and any other changes to their application as needed.

Project applicants will be notified by email if they have, or have not been, selected to receive funding.

Successful applications will be summarized and posted to CAL FIRE's [Forest Health grants webpage](#) within two weeks of the decision to fund. Applications will be treated in accordance with the Public Records Act requirements, and certain information, subject to those requirements, may be publicly disclosed.

GENERAL GRANT CONDITIONS AND PROJECT ADMINISTRATION

Project Performance Period

- The Project Performance Period is from the time the Grant Agreement is fully signed by the CAL FIRE Deputy Director or designee to the Agreement termination date. Only eligible costs incurred during the Project Performance Period will be paid by the State.
- CAL FIRE will execute all Grant Agreements as soon as feasible and no later than December 31, 2021, for Forest Health and Forest Legacy projects. Research Program projects must have grant Agreements executed by December 31, 2021. CAL FIRE may require agreements to be executed sooner based on funding availability.
- **Project work related to Forest Health and Forest Legacy must be completed no later than March 31, 2026. Project work related to Research grants must be completed no later than March 31, 2025.** CAL FIRE has the discretion to specify an earlier project completion date at the time of award based on the funds associated with the grant award. CAL FIRE

will work with the awardees to ensure projects will still be achievable within the earlier timeframe.

- Final invoices for all grant-related work must be submitted to CAL FIRE no later than 30 days after the Project Performance Period.

Project Reporting

Grantees are required to report on progress toward completion of the Scope of Work included in the Grant Agreement with every invoice, or quarterly, whichever is more frequent, using the Forest Health Progress Report template, or the Research Program Progress Report template.

Report contents are determined by CAL FIRE and are consistent with the required project type-specific reporting requirements in CARB's Funding Guidelines. Information to be submitted includes, but is not limited to:

- Project accomplishments
- Challenges and obstacles
- CCI dollars allocated and matching funds contributed
- Acres of land treated, activities completed and GIS files that map those treatments
- Number of trees and acres planted
- Bone dry tons of biomass delivered to a renewable energy facility, tons of biomass delivered to a sawmill, renewable energy produced,
- Before and after photographs
- Jobs created and supported (both by grantee and contractors) and job training provided (this will be required to be in June and December)
- Benefits to disadvantaged and/or low-income communities, and other co-benefits.

Grantees will also be required to provide project information to CAL FIRE for entry into CalMAPPER, CAL FIRE's geospatial database that facilitates mapping and monitoring of CCI and other CAL FIRE vegetation treatment projects. Information from grantees will include shapefiles or feature class of project boundary (use Esri Arc GIS, Esri ArcView geodatabase, or Google Earth KMZ file types), project type, grantee contact information, project activities and costs, and other information. CAL MAPPER information from grantees will be required at specific times throughout the effective period of the grant, including at initial grant award and at periodic invoice billing submissions. Some reported project information will be publicly available on the CARB website and/or CAL FIRE website.

All grantees are required to submit a final project report to CAL FIRE with the final invoice. Final report will include final summary of all metrics reported in prior periodic progress reports, as well as narrative summary of project outcomes and photographic documentation of project activities and outcomes. See Appendix B for additional Research Program requirements for final reports.

A subset of randomly selected funded projects will be required to report results of the project and permanence conditions for ten years after project completion in accordance with the CARB Funding Guidelines. CAL FIRE will collect monitoring data on these projects during that period.

Changes to an Approved Project

A grantee wishing to change the scope of work, budget, or project performance period of an approved project must submit the proposed change in writing to CAL FIRE for review and approval. Any change must be consistent with the statutes, regulations, and guidance governing the program. Requested budget changes may not increase the amount of funds awarded by CAL FIRE, unless such changes are initiated by CAL FIRE. The following scope of work revisions may require the project Grant Agreement to be amended: change in project end date (as allowed by legislation only); modifications in any budget categories by more than 10%; change in physical project location; any changes to project area or treatment type that result in a difference of more than 10% of expected GHG sequestration. CAL FIRE reserves the right to reject proposed changes to an approved project and/or budget. Specific amendment guidance is provided on [Forest Health Grantee Resources webpage](#).

Project Amendments and Termination

Once signed, a Grant Agreement may only be amended with advanced written consent of CAL FIRE and the grantee. A Grant Agreement may only be terminated by CAL FIRE or the grantee upon 30 days advanced written notice to the other party. Further details on this process will be provided in the Grant Agreement.

Accounting Requirements

The grantee must maintain an accounting system that accurately reflects fiscal transactions. The accounting system must provide an adequate audit trail, including original source documents, such as receipts, progress payments, invoices, purchase orders, timecards, cancelled checks, etc. The accounting system must document the total cost of the project. The grantee must maintain accounting records for one year following the duration of the Project Performance Period or after final disposition of any disputed audit findings. Grantees are required to keep source documents for all expenditures related to each grant for at least three years following Project completion and one year following an audit.

Loss of Funding

CAL FIRE reserves the right to withdraw funding award if stated requirements are not met. The following are examples of actions that may result in a grantee's loss of funding. This is not a complete list and is intended only to show examples.

1. Grantee fails to obtain an executed Grant Agreement by December 31, 2021.
2. Grantee has not satisfied all legal requirements (e.g., CEQA, NEPA, ancillary contracts, agreements, MOUs, etc.) necessary to initiate ground disturbing project work within 1 year of grant agreement execution.
3. Grantee fails to use all the grant funds.
4. Grantee withdraws from the grant program.
5. Grantee fails to complete the funded project described in the Grant Agreement Scope of Work.
6. Grantee fails to submit all documentation within the time periods specified in the Grant Agreement.
7. Grantee changes the Project Scope of Work or project implementation without CAL FIRE's prior written approval.
8. Grantee or CAL FIRE terminates the Agreement.
9. Any activity that results in significant change to the expected GHG impacts of the project.
10. Grantee does not reinvest project income into the project.

Eligible Costs

Project costs must be consistent with the approved Project Application and incurred during the Project Performance Period as specified in the Grant Agreement. With the exception of stand-alone research, project elements that do not produce a direct GHG benefit (e.g., education, planning, etc.) must be linked with on the ground activities that do, or they will not be eligible costs.

Budget Item	Eligible Cost	Required Documentation
Salaries and Wages	Salaries and wages of employees employed by the grantee who are DIRECTLY engaged in the execution of the grant project. Limited to actual time spent on the grant project. Examples of expenditures include time related to site visits and project monitoring, and completion of reporting related to the grant project. Staff time related to accounting, business services, etc. are allowed only if those functions are not included in the grantee's overhead cost.	Timesheets or similar documentation detailing days and hours worked on the project. Payroll documentation should show a nexus between time worked on the project and wages paid to the employee after the fact.
Benefits	Employer contribution share of fringe benefits associated with employees (paid from salaries and wages Budget Item) who are directly engaged in the execution of the grant project. This will include Social Security, Medicare, Health Insurance, Pension Plan costs, etc. as applicable for the specific employee.	Same documentation as Salaries and Wages. Payroll documentation showing wages and hours paid to the employee and associated fringe benefits.
Contractual	Direct consultant and contractual services necessary to achieve the objectives of the grant. Examples of contractual costs will be RPF supervision/certification, professional/consultant services (the costs of consultant services necessary for project planning and implementation), fire prevention contractor, etc. Procurement of contractual services should be documented to ensure selection on a competitive basis and documentation of price analysis.	Invoices from Consultant/Contractor identifying expenditure, services performed and period of services. Documents related to consultant/contractor selection analysis shall be kept by the grantee but available for audit purposes.

Supplies	Supplies that are used in the direct support of the project are allowable. Supplies exceeding \$500 per unit cost shall be documented to ensure procurement of supplies on a competitive basis and documentation of price analysis.	Receipts identifying items purchased, cost and date of purchase. Documentation related to cost analysis of procurement of supplies exceeding \$500 shall be kept by the grantee but available for audit purposes.
Travel	Travel cost associated with travel to and from project sites, meetings, etc. directly related to the grant project and must be considered reasonable and necessary for the completion of the project. Reimbursement rates shall be consistent with the grantee's written travel policy. Absent a written policy, per diem shall not exceed the California Standard Per Diem Rate allowable by the U.S. General Services Administration . Mileage rates shall not exceed the rates allowable by IRS .	Receipts identifying travel cost (i.e. lodging, rental cars). Mileage must be documented by either employee travel claims that are signed by the employee or vehicle mileage logs for vehicles owned by the grantee. Per Diem must be documented by employee travel claims.
Equipment	Equipment is an item exceeding \$5,000 or more per unit cost and has a tangible useful life of more than one year. Cost to lease equipment to use in the grant project may be charged to the grant. Use of equipment owned by the grantee may be charged to the grant at a rate set by the California Department of Transportation "Labor Surcharge and Equipment Rental Rate" guide . A cost-benefit analysis to justify the cost of purchasing equipment versus leasing must be provided. Procurement of equipment must be done on a competitive basis and include documentation of price analysis. Grantee must include in the application package the proposed use and maintenance plans for equipment after the performance period of the grant. Disposition of equipment beyond the project performance period is subject to CAL FIRE approval.	Cost of leased equipment charged to the grant must be substantiated with receipts identifying equipment leased, dates equipment was leased, lease rate and total cost. Usage of grantee equipment must be substantiated with an equipment usage log, equipment used, rate and total rental cost. Cost of equipment purchased shall be substantiated by purchase receipt. Documentation related to price analysis of procurement of equipment shall be kept by the grantee but available for audit purposes. Disposition of the equipment must be approved by CAL FIRE in writing at the end of the grant term.

Fee Title or Conservation Easement Costs	Applicable to Forest Legacy grant program only. Purchase of conservation easement or fee title of productive forestlands.	Written request to provide funds payable to the title company handling escrow along with a Std. 204 for the title company prior to escrow closing. Provide a copy of the filed Notice of Unrecorded Grant Agreement (NOUGA) or deed after escrow has closed.
Other	Other costs that do not fit in any of the above categories. Cost must be directly related to the grant project. A cost (such as rent, utilities, phones, general office supplies, etc.) that must be apportioned to the grant is considered indirect cost unless written justification is submitted and approved by CAL FIRE.	Invoices or receipts identifying the item and cost charged to the grant.
Indirect Costs	Indirect Costs are costs associated with doing business that are of a general nature and are incurred to benefit two or more functions within the grantee organization. These costs are not usually identified specifically within the grant agreement, project, or activity, but are necessary for the general operation of the organization. Examples include salaries and benefits of employees not directly assigned to a project; functions such as personnel, accounting, budgeting, audits, business services, information technology, janitorial, and salaries of supervisors and managers; and rent, utilities, supplies, etc. Functions included as direct versus indirect costs must be applied consistently for all activities within the grantee organization, regardless of fund source. The maximum allowable indirect charge for this grant program is 12%.	Applied on a percentage (%) basis on direct costs <u>except for equipment</u> . Documentation related to the determination of the grantee's indirect cost rate must be retained by the grantee for audit purposes.

Ineligible Costs

The following are ineligible for reimbursement under the grant:

1. Costs incurred before or after the Project Performance Period.
2. Cost of preparing the Project Application or other grant proposals.
3. Overtime, sick time, paid time off or vacation pay for employees and/or contractors. Overtime hours will be reimbursed at the straight time rate.
4. Projects or activities utilizing CAL FIRE staff without corresponding reimbursements or requests seeking funding for services already provided by CAL FIRE.
5. Late fees, penalties and bank fees.
6. Any activity that would lead to the project not achieving a GHG reduction.
7. Any practice or activity that, in CAL FIRE's judgment, is not a best management practice or that is, or could be, harmful to the forested landscape.
8. Any indirect costs based on percentage of equipment costs (see above).

Payment of Grant Funds

Funds will be disbursed only once there is a fully executed Grant Agreement between CAL FIRE and the grantee. **Payments will be made on a reimbursement basis** (i.e., the grantee pays for services, products or supplies; invoices CAL FIRE for the same; and the State reimburses the grantee upon approval of the invoice). No work prior to or after the grant period will be reimbursable. Advance funds may be provided (see Advances below) in lieu of reimbursement.

The grantee will submit to CAL FIRE an invoice form consistent with invoice guidance in Appendix H when requesting payment of any type and to include appropriate documentation to support the costs (e.g., paid vendor receipts, payroll documents, other back-up documentation of expenses). An invoice template is available on the [Forest Health Grantee Resources webpage](#).

A Forest Health Grant Project Progress Report or Final Report shall accompany all invoices. CAL FIRE may conduct a site inspection to verify that work invoiced has been satisfactorily completed. The invoice will then be forwarded to Sacramento Headquarters for review and subsequent approval of payment. **Expect payment to be issued 45 to 60 calendar days from the time an acceptable invoice is received.** If an invoice is incomplete or non-reimbursable, it will be returned to the grantee.

Advances

Advance payments may be considered for nonprofit organizations, local agencies, special districts (including RCDs), private forest landowners, and Native American Tribes. Advance payments are solely at CAL FIRE's discretion and eligibility expires January 1, 2024.

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

Prevailing Wage Requirements

CAL FIRE provides no opinion as to whether projects may be subject to prevailing wages. For determination for prevailing wages, please contact the [Department of Industrial Relations](#). It is the applicant's responsibility to budget for prevailing wages in their project cost when applicable.

State Audit

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

If your project is selected for audit, you will be contacted at least 30 days in advance to the audit commencing. The audit should include all books, papers, accounts, documents, or other records of the grantee, as they relate to the project for which State funds were granted. Projects may be subject to an audit at any time over the Project Performance Period and three years following Project completion.

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

All project records must be retained by the grantee for a period of not less than one year after the State audit or after final disposition of any disputed audit findings. Grantees are required to keep source documents for all expenditures related to each grant for at least

three years following Project completion and one year following an audit unless the grantee has a longer retention policy.

Research Sites, Data and Publications

Site Access

During the grant period, access to research field sites is at the discretion of the Project Manager (Principal Investigator) and shall be coordinated with the owner or manager of the land where the research occurs. Following the conclusion of the grant period, access to field sites is at the discretion of the owner or manager of the land where the research occurs.

Data Management and Use

Scientific findings from publicly funded research should be broadly disseminated and shared with both the funding entity and the general public. Grantees are required to provide CAL FIRE with paper or electronic copies of: datasets; study/plot locations; GPS/GIS information; progress reports; final reports; theses; dissertations; and publications. Grantees must provide for long-term storage and access to these data and records. Interim or preliminary datasets can be shared after quality checking and at the discretion of the Project Manager or Principal Investigator. Final reports, publications and final authoritative datasets may be made publicly available upon the completion of the grant period. All datasets, whether interim or final, should include: metadata; version information, descriptions of sample design and data collection methods; point of contact; and credit to research team and funding sources.

Publications

Pursuant to [California Assembly Bill No. 2192](#) ("The California Taxpayer Access to Publicly Funded Research Act"), a grantee that receives funding, in whole or in part, in the form of a research grant from a state agency shall provide for free public access to any publication of a peer-reviewed manuscript describing state-agency-funded knowledge, a state-agency-funded invention, or state-agency-funded technology. Forest Health Program grantees must ensure that an electronic version of peer-reviewed manuscripts is available to CAL FIRE and on an appropriate publicly accessible repository approved by CAL FIRE including, but not limited to, the University of California's eScholarship Repository at the California Digital Library, or the California State University's ScholarWorks at the Systemwide Digital Library. Grantees must report to CAL FIRE the final disposition of any peer-reviewed manuscripts arising from the grant work, including, but not limited to, if it was published, date of publication, where it was published, and, after a 12-month time period from official date of publication, where the peer-reviewed manuscript will be available for open access. For other types of publications, including scientific meeting abstracts, the grantee shall comply by providing the manuscript to the CAL FIRE not later than 12 months after the official date of publication.

Scientific Integrity

Scientific integrity is vital to all CAL FIRE activities under which scientific research, data,

summaries, syntheses, interpretations, presentations, and/or publications are developed and used. Failure to uphold the highest degree of scientific integrity will result not only in potentially flawed scientific results, interpretations, and applications but will damage CAL FIRE's reputation and ability to uphold the public's trust. All work performed must conform to the highest standards of scientific integrity, as well as all Federal, State and municipal laws. Suspected violations of scientific integrity will be investigated by CAL FIRE staff and may result in cancellation of grant agreement.

APPENDIX A – FOREST LEGACY PROGRAM

This content in Appendix A is specific to the Forest Legacy Program

The purpose of the Forest Legacy Program is to protect environmentally important forest land threatened with conversion to non-forest uses. Protection of California's forests through this program ensures they continue to provide such benefits as sustainable timber production, wildlife habitat, recreation opportunities, watershed protection and open space. Intact forests also contribute significantly to the storage and sequestration of carbon. All projects funded by this program must demonstrate the potential for GHG emission reduction benefits.

Under this competitive grant program, CAL FIRE will provide funding for purchases of conservation easements or fee title of productive forest lands to encourage their long-term conservation. Organizations must find an eligible entity that is willing to hold the conservation easement and perform the monitoring and protection of the easement. Eligible entities include land trusts, other state agencies or conservation organizations. This eligible entity shall be identified as the applicant on the application and is subject to scrutiny based on the entity's ability to hold and protect the easement. Any partnering entities facilitating the purchase of the conservation easement must work through the eligible entity for reimbursement of costs and may be included in the proposed budget. Indirect costs may be applied to the due diligence costs but not the acquisition cost.

Eligible properties include those with working forest and rangelands, where the property is managed for the production of forest products and traditional forest uses are maintained and where the land contains at least 75% forest cover. Landowners who wish to participate may sell or transfer certain rights, such as the right to develop the property or to allow public access, while retaining ownership of the property and the right to use it in any way consistent with the terms of the conservation easement and management plan.

Forest Legacy Applicant Eligibility

Below is a partial list of applicant eligibility. A complete list of eligibility and conditions are found in the Public Resource Code §12200-12276 and the California Code of Regulations (CCR), Title 14, Division 1.5, Chapter 9.9, §1570-76.

Eligible participants are "landowners" as defined in 14 CCR §1571 meaning an individual; partnership; private, public, or municipal corporation; Native American Tribe; state, county, or local government agency; educational institution, or association of individuals that own private forest lands or woodlands. The area eligible for funding is non-federal forest lands as defined in 14 CCR §1571.

1. To be eligible for funding under this program, a project must further the goals of AB 32 and include a quantitative estimate of the net GHG benefit in terms of

metric tonnes of carbon dioxide equivalent per the quantification methodology approved by CARB.

The quantification methodology will compare outcomes of a business-as-usual baseline scenario with that of project implementation over the quantification period. The baseline for a project will be the normal land management activities that could be expected to occur in the absence of the project. Project applicants must demonstrate that activities funded by the GGRF are activities that would not otherwise occur in the baseline scenario. Forest health projects most often will consist of a collection of individual activities spread over a large landscape. Each activity, however, must be part of a logical plan to reduce GHG emissions at the project level.

2. California Forest Legacy projects funded through this solicitation will have to comply with Civil Code §815.11:

For any conservation easement purchased with state funds on or after January 1, 2019, wherein land subject to the easement includes some forest lands, or consists completely of forest lands, to the extent not in conflict with federal law, the terms of any applicable bond, or the requirements of any other funding source, the landowner shall agree, as part of the easement management plan, to maintain and improve forest health through promotion of a more natural tree density, species composition, structure, and habitat function, to make improvements that increase the land's ability to provide resilient, long-term carbon sequestration and net carbon stores as well as watershed functions, to provide for the retention of larger trees and a natural range of age classes, and to ensure the growth and retention of these larger trees over time.

3. **All project work related must be completed by March 31, 2026 unless an earlier date is specified by CAL FIRE.**

Conveyances

There are two options to convey lands or interests in lands with grants from the Forest Legacy Program:

- **Facilitated Donation:** The Forest Legacy Program will pay for the due diligence incurred by the landowner in making the donation. This could include cost of developing the easement, cost of developing the management plan, legal costs, surveys, title work, etc.
- **Purchase:** The Forest Legacy Program will provide funding for a land trust or public municipality to purchase and own the land or conservation easement with any combination of federal, state and

private funding, including partial donation by the landowner.

Conservation Easement and Carbon Project Eligibility

1. If the conservation easement project area does not have a registered project (defined as credits issued having a serial number and transferred to account designed by Offset Project Operator per CARB regulation §95982) or for a non-CARB carbon project having no credits have been issued, the terms of the easement must be included in the baseline for any future carbon projects except for reforestation (to allow reforestation after a wildfire or other natural disturbance). Easement projects applying for CCI funding are not eligible for the one-year exemption under the CARB forest offset protocols (§3.b.a.2.C.2 of the 2015 CARB protocol), or other similar term in another carbon program.
2. If the conservation easement is in the process of developing a carbon project but has not yet been registered or issued credits (as defined above), then the project is eligible for potential funding.

The terms of the easement must be included in the baseline for the carbon project, or any restrictions in the easement above the California Forest Practice Act and associated regulations will not be paid for as part of the conservation easement valuation.

Funding Options

There are a variety of State funding sources that may also be available. All other funding sources have their own application process. Please discuss the various options with your Land Trust Representative or the State Forest Legacy Program (FLP) Director or Coordinator.

Required Field Visit

A field visit will be scheduled with the landowner if one has not already been done prior to the submittal of an application. It is the responsibility of the applicant to schedule a field visit prior to submitting an application. The field visit gives the FLP Coordinator an opportunity to ask additional questions and further explain the program to the landowner. It also provides the landowner with a chance to get to know the FLP Coordinator and ask questions about the program. This is also a good time for the landowner to discuss the legal aspects if s/he has not discussed this with an attorney. The FLP Coordinator will advise the landowner to seek legal counsel if s/he has not already done so and wishes to proceed with the application.

Forest Legacy Scoring Criteria

Forest Legacy applications are scored separately from the Forest Health applications and ranked out of 100 and on how well the project meets the criteria: Importance, Threat, Strategic Value, Readiness, Location, and Matching Funds

More points will be given to projects that demonstrate multiple public benefits of significance. Significance of attributes is demonstrated by the quality and scope of the attributes. More points will be given to projects that exemplify a particular attribute or combination of attributes.

Statement of Applicability to Criteria

Forest Legacy applicants must submit a statement of the proposed project's applicability to four of the Forest Legacy Scoring Criteria: 1) Importance, 2) Threat, 3) Strategic Value, and 4) Readiness. The final two criteria, Location and Matching Funds, will be scored based on information provided in the online application. The Statement of Applicability must be limited to one page, for each of the four criteria (MS Word document, 11- to 12- point Arial font.)

1. Importance – 30 points

This criterion focuses on the attributes of the property and the environmental, social, and economic public benefits gained from the protection and management of the property and its resources. This criterion reflects the ecological assets as well as the economic and social values conserved by the project and its level of significance.

A project that solidly represents most of the attributes outlined is viewed as significant because of its strong alignment with the purposes and value to the Forest Legacy Program. A project need not have all the attributes listed to receive maximum points for this category, but projects that contain more attributes will receive a higher score. A project brief that discusses the majority or all the attributes, but demonstrates only limited importance for each attribute, will not receive High or perhaps even Medium ranking.

- High importance (21-30 points) - The project contains most of the attributes and those attributes are very significant and of high-quality.
- Medium (11-20 points) - The project contains most attributes, several of which are very significant and of high-quality.
- Low (0-10 points) - The project contains only a few attributes, or it could contain all of them, but does so in a limited, marginal, or tertiary way.

Please note: Discussion about how the project fits within a landscape conservation initiative can also be included under the "strategic" category.

Attributes to consider: The descriptions listed below represent the ideal project for each attribute. Note that the attributes are not listed in priority order.

- A. Economic Benefits from Timber and Potential Forest Productivity - This category includes two independent components: (1) Landowner demonstrates sustainable forest management in accordance with a management plan. Additional points should be given to land that is third party certified (such as Sustainable Forestry Initiative, Forest Stewardship Council, and American Tree Farm System). (2) Forestry activities contribute to the resource-based economy for a community or region.
- B. The property contains characteristics (such as highly productive soils) to sustain a productive forest.
- C. Economic Benefits from Non-Timber Products - Provides non-timber revenue to the local or regional economy through activities such as hunting leases, ranching, non-timber forest products, guided tours (fishing, hunting, birdwatching, etc.), and recreation and tourism (lodging, rentals, bikes, boats, outdoor gear, etc.).
- D. Threatened or Endangered Species Habitat - The site has documented threatened or endangered plants and animals or designated habitat. Documented occurrence and use of the property will be given more consideration in point allocation than if it is habitat without documented occurrence or use. Federal or State listed species occurrences should provide more consideration when evaluating the significance of this attribute.
- E. Fish, Wildlife, Plants, and Unique Forest Communities - The site contains unique forest communities and/or important fish or wildlife habitat as documented by a formal assessment or wildlife conservation plan or strategy developed by a government or a non-governmental organization. The importance of habitat to an international initiative to support and sustain migratory species can be viewed as important if conserving the property will make a significant contribution. The mere occasional use of the property or a modest contribution to an international initiative does not raise the property to a high level of importance.
- F. Water Supply, Aquatic Habitat, and Watershed Protection - (1) Property has a direct relationship with protecting the water supply or watershed, such as providing a buffer to public drinking water supply, containing an aquifer recharge area, or protecting an ecologically important aquatic or marine area, and/or (2) the property contains important riparian area, wetlands, shorelines, river systems, salmonid habitat or sensitive watershed lands. When allocating points consider the importance of the resource, the scope and scale of the property, and the magnitude and intensity of the benefits that will result from protection of the property. Merely being located within an aquifer recharge area or in a water supply area should not be given the

same consideration as a property that makes a significant conservation contribution to water, riparian, and aquatic resources and habitats.

- G. Public Access - Protection of the property will maintain or establish access by the public for recreation; however, restrictions on specific use and location of recreational activities may exist.
- H. Scenic - The site is located within a viewshed of a government designated scenic feature or area (such as a trail, river, or highway). Federal and State designation will be given more consideration when evaluating the significance of this attribute.
- I. Historic/Cultural/Tribal - The site contains features of historical, cultural, and/or tribal significance, formally documented by a government or a non-governmental organization.

2. Threat – 20 points

This criterion estimates the likelihood for conversion. More points will be given to projects that demonstrate multiple conditions; however, a project need not have all the conditions listed to receive maximum points for this category.

During the evaluation of a threat, a landowner interested in conserving their land will not be penalized because they are not marketing their land, have not subdivided their land, or sought approval for a subdivision plan. Also, a property with an approved subdivision plan will not, without question, receive a high score in the Threatened section. The attributes outlined below must be considered to determine if the conditions exist to make conversion of a property likely and points will be allocated accordingly.

If the property has been acquired by a third party with the support of the State, threatened will be evaluated based on the situation prior to the third-party acquisition.

- Likely (11-20 points) - Multiple conditions exist that make conversion to non-forest uses likely.
- Possible (1-10 points) - A few conditions exist that make conversion to non-forest uses possible.
- Unlikely (0 points) - Current conditions exist that make conversion to non-forest uses unlikely.

Please note: Discussion about what project attributes will be threatened if the project is converted can also be included under the "importance" category.

Attributes to consider: The descriptions listed below represent the ideal project for each attribute. Note that the attributes are not listed in priority order.

- A. Lack of Protection - The lack of temporary or permanent protections (e.g. current zoning, temporary or permanent easements, moratoriums, and encumbrances that limit subdivision or conversion) that currently exists on the property and the likelihood of the threat of conversion.
- B. Land and Landowners Circumstances - Land and landowner circumstances such as property held in an estate, aging landowner, future property by heirs is uncertain, property is for sale or has a sale pending, landowner anticipates owning property for a short duration, landowner has received purchase offers, land has an approved subdivision plan, landowner has sold subdivisions of the property, etc.
- C. Adjacent Land Use - Adjacent land use characteristics such as existing land status, rate of development growth and conversion, rate of population growth (percent change), rate of change in ownership, etc.
- D. Ability to Develop – Physical attributes of the property that will facilitate conversion, such as access, buildable ground, zoning, slope, water/sewer, electricity, etc.

3. Strategic Value – 30 points

This criterion reflects the project's relevance or relationship to conservation efforts on a broader perspective. When evaluating strategic, four considerations should be made: 1) the scale of a conservation initiative, strategy, or plan; 2) the scale of the project's contribution to that initiative, strategy, or plan; 3) the placement of the parcel within the area of the initiative, strategy, or plan; and 4) how the project complements protected lands.

- High (21-30 points) - The property significantly advances a conservation initiative, strategy, or plan and complements protected lands.
- Average (11-20 points) - The property makes a modest contribution to a conservation initiative, strategy, or plan and is near already protected lands.
- Low (0-10 points) - The property is not part of a conservation initiative, strategy, or plan or near already protected lands, but will lead to locally focused conservation effort.

Please note: The submitted project map should support this category and it is important to make sure the application text and map are consistent.

Attributes to consider: The descriptions listed represent the ideal project for each attribute. Note that the attributes are not listed in priority order.

- A. Conservation Initiative, Strategy, or Plan - How the project fits within a larger conservation plan, strategy, or initiative as designated by either a government or non-governmental entity.
- B. Complement Protected Lands - How the project is strategically linked to enhance already protected lands including past FLP projects, already protected Federal, State, or non-governmental organization lands, or other Federal land protection programs (NRCS, NOAA, etc.).
- C. Anchor point for future initiatives - Does the land represent a potential for a future initiative for protection or is in a region that represents a unique landscape type?

4. Readiness – 6 points

This criterion is defined as the degree of due diligence completed. To demonstrate project readiness, completed items need to be specified (including completion date) in the application and credit will only be given to those items completed (one point for each completed item, with a maximum of 6 points. Projects with multiple tracts will need to have the majority of their tracts have the task completed before a point is given.):

- Documented support for the cost estimate, such as completed market analysis or preliminary appraisal.
- Cost Share commitment has been obtained from a specified source.
- A signed option or purchase and sales agreement is Title search is completed, including identifying any temporary or permanent protections.
- Minerals determination is completed.
- For conservation easement properties, a stewardship plan or multi-resource management plan is completed.

5. Active Forest Management/Public Access – 7 points

- 4 additional points are available for those applicants demonstrating current active forest management, on the property of which the Conservation Easement would cover. This shall be demonstrated with an existing, approved NTMP (Non-Industrial Timber Management Plan), THP (Timber Harvest Plan, CFIP or EQIP management plan, or other comparable forest management guidance document. This plan must have been written or updated within the

last 5 years. The requirement may also be met with the application for forest restoration projects on the same acres as the Forest Legacy project application as part as the total application package in this grant request. In short, the landowner must demonstrate a history and/or willingness to conduct forest and fuels management in the immediate past or show demonstrated intent to manage the property in the immediate future.

- 3 additional points will be awarded to projects that are designed to allow public access for educational and recreational purposes. The Forest Legacy Program values public education aimed at teaching California's residents about the nature and benefits of active forest management and restoration. Public access opportunities must be allowed in a controlled manner that facilitate education and experiences that enable the public to directly experience an active working forest. Private hunting leases do not count for this additional score.

6. Matching Funds – 7 points

The Forest Legacy Program seeks to encourage projects to increase the level of matching funding by offering a scoring criterion for increased matching funding. To receive these points, **the matching funds must be secured, and applications must include the award letters from other funding agencies/entities.** Donated easement value also constitutes a match donation and must include a signed letter from the landowner stating the amount of donation. A total of 7 points if available to projects that meet this requirement.

Note: The landowner may *increase* a donation percentage without consequence however, if the landowner chooses to *decrease* the proposed donation after the application is submitted, the project may be terminated. Donations may constitute a charitable income tax contribution, depending on applicable IRS guidelines and regulations.

- 3 points - Projects that include a match of at least 25% of the value of the easement. This can include secured funding from outside entities, and/or landowner donation.
- 4 points - Projects that include a match of at least 50% of the value of the easement. This can include secured funding from outside entities, and/or landowner donation. If a project meets this criterion, it will also be awarded the 3 points for the 25% match, for a total of 7 points.

Forest Legacy Application Process

For a Forest Legacy application to be considered complete, applicants must submit the following:

1. Online application specific to the Forest Legacy Program
2. Statement of Applicability to Forest Legacy Criteria (See pages A-4 to A-8). Saved and submitted to SharePoint as -FH/FL/RP-UUU-XXX-SOW.doc or .pdf.
3. Required Forest Health attachments (See page 12, “Application Processes”)
4. Draft conservation easement, if applying for funding for a conservation easement
5. Preliminary title report

Forest Legacy Contacts

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Project Funding Process

1. For a project to close, the project must go through a number of additional steps to ensure that the monies have been spent wisely and to comply with State laws and regulations.
 - A current **appraisal** must be conducted by an approved appraiser to State standards.
 - The **appraisal must be reviewed** and approved by the Department of General Services review appraisers.
 - If applicable, a **final conservation easement must be** approved.
(Note: a draft conservation easement must accompany the Project Application for it to be considered complete).
 - Preliminary **Title Report**- if the title report shows exceptions that would not allow the State to take title (such as surface mineral rights owned by a third

party) those exceptions must be removed from title before the purchase of the property interest. This may add years to project completion. (Note: a preliminary title report is required for all Project Applications).

- A **Baseline**, documenting the current property conditions must be completed and approved by the state before closing the project.
 - A current **Forest Stewardship/Management Plan** or equivalent (e.g., Non-Industrial Timber Management Plan or Ranch Management Plan) must be completed and approved by the state before closing the project. A Timber Harvest Plan is not an acceptable document.
 - Any conservation easement must address requirements in Section 815.11 of the California Civil Code.
 - A **Monitoring Plan** must be developed to State Standards.
 - A **Property Acquisition Agreement** is signed.
 - **Escrow instructions must be** given to the title company.
2. Once all the above have been satisfied, an escrow account is opened at a title company and all documents and funds are transferred there.
 3. If due diligence costs are awarded as part of the grant budget, an invoice with supporting documentation must be submitted to CAL FIRE to be reimbursed.
 4. A Notice of Unrecorded Grant Agreement (NOUGA) may need to be submitted to CAL FIRE after escrow has closed.

APPENDIX B – FOREST HEALTH RESEARCH PROGRAM

This content in Appendix B is specific to the Forest Health Research Program

Program Overview

The Forest Health Research Program (hereafter “Research Program”) was established as part of CAL FIRE’s plan for implementing the California Forest Carbon Plan. It is one of several CAL FIRE programs funded through the California Climate Investments (CCI) program, Greenhouse Gas Reduction Fund. The mission of the Research Program is 1) to identify and prioritize research topics in forest health and fire science critical to the State of California, 2) to fund sound scientific studies that support forest landowners, resource agencies, and fire management organizations within the state, 3) to ensure scientific information generated from the program is made available to support decision making and policy, and 4) to further the goals of the California Forest Carbon Plan, the California Natural and Working Lands Implementation Plan, CCI, and AB 32 Global Warming Solutions Act.

The Research Program operates in conjunction with the Forest Health Program but draws from a separate source of funds. The program, procedures and requirements described herein apply only to “stand-alone” research projects, where research-related activities are the only activities proposed. Research activities are no longer eligible as a component of larger Forest Health projects.

Priority Research Topics

The following topics have been identified as priorities for study for the Research Program for FY 2020-21 and 2021-22. Proposed research must address one or more of these priority topics. Research projects should be focused on and relevant to California ecosystems and their management.

1. Disturbance, recovery, and strategies for forest resilience in an altered future climate. Includes but is not limited to: post-wildfire recovery, regeneration and reforestation strategies; improved prediction of threats such as drought and wildfire and associated impacts to forest health; climate adaptation strategies that will promote healthy, persistent forests; interactions of drought and wildfire; impacts related to invasive species.
2. Implementation, effectiveness, impacts, and tradeoffs of alternative management strategies to reduce wildfire risk, increase carbon storage, improve biodiversity, improve water and air quality, and provide regional economic benefits. Includes, but is not limited to: implications of significantly increased pace and scale of prescribed fire and other forest health treatments.
3. Natural, historical and contemporary range of variation in fire regimes (i.e., frequency, seasonality, size, spatial complexity, intensity, severity, and fire type), forest conditions and distributions, and wildfire-related greenhouse gas

emissions in California ecosystems, particularly those less well studied. Includes, but is not limited to: historical and paleo-ecological investigations; changes in modern-era disturbance regimes; and long-term trends in forest health and resources.

4. Forest products and utilization of forest residues related to fuel reduction and forest health treatments. Includes but is not limited to: emerging approaches, technologies and wood products; impacts of products and utilization on greenhouse gas emissions; and impacts on local, regional and state economies.
5. Human dimensions and socio-economic considerations related to forest health and management. Includes but is not limited to: indigenous perspectives on forest health and best management practices; total cost of uncontrolled wildfire; public perceptions of wildfire risk and willingness to take or support mitigating action; identification of communities and populations vulnerable to wildfire impacts; and impacts of wildfire and prescribed fire on public health.
6. Improved prediction of wildland fire spread, behavior, and potential impacts, particularly under extreme weather conditions and within the wildland-urban interface. Includes but is not limited to: improved prediction of fire weather and near-term fire danger; atmospheric coupling in wildfire models; ember generation, lofting, transport and likelihood of structure ignition.

Funding Availability

Research projects will be funded from the Research Program budget, which is independent of the larger Forest Health Program budget. The following information applies to the Research Program for FY 2020-21 and FY 2021-22 (this solicitation).

The Research Program intends to award a minimum of \$3,800,000 in competitively selected grants for FY 2020-21 and FY 2021-22. Additional funds may become available in Summer/Fall of 2021 after finalization of the State budget for FY 2021-22. If this is the case, additional projects may be selected for award from the pool of applications received in this solicitation.

Research Program funding will be allocated to four projects types, approximately as follows (subject to change):

	Research Project Type	Approximate Budget Allocation	Maximum Award Amount
1	General	53% (\$2.0M)	\$500,000
2	State Forests	26% (\$1.0M)	\$500,000
3	Graduate Student	8% (\$0.3M)	\$100,000
4	Synthesis and Tool Development	13% (\$0.5M)	\$500,000

Research Project Type Descriptions

- *General:* Projects must include original research, and may occur or focus on any land in California that is relevant to the vision, goals and objectives outlined in the [California Wildfire and Forest Resilience Action Plan](#), [California Forest Carbon Plan](#), [California Strategic Fire Plan](#), or other large scale forest, fire or ecosystem management planning documents for areas within the state.
- *State Forests:* Projects must include original research, and must include at least one study site on a [Demonstration State Forest](#) or other CAL FIRE-managed land.
- *Graduate Student:* Research proposal must be written by a graduate student, and project must include original research which will be led by the student and contribute both to their program of graduate study and to the goals of the Research Program. Note that grant awards do not go directly to students; agreements for these grants will typically be between CAL FIRE and the student's academic advisor or university.
- *Scientific Synthesis and Tool Development:* Project should be solely or primarily focused on the synthesis of current scientific information and literature, distribution of current scientific data and information, and/or decision support tools for landowners, managers, and the public. Projects funded under this category should not include original research as the core focus. Examples include, but are not limited to, literature reviews and development of innovative web tools for accessing data and decision support.

Project Timing and Phasing

Applicants may propose projects up to four years in length, with work starting no earlier than August 15, 2021. Projects must be complete by March 31, 2026. No work

to be billed to the project may take place after that date. Final invoices are due within 30 days of project end date.

Due to the constraints associated specifically with Research Program funds, individual grant agreements may only cover up to three years. Projects that will be completed by March 31, 2024 will be considered “single-phase projects,” and applicants should provide a single budget worksheet.

Projects that include work after March 31, 2024 will need to be funded via two separate, sequential grant agreements, and will be considered “two-phase projects”. In this case, applicants should develop and propose projects in two distinct phases, as follows:

- Phase 1 should be proposed for work that will be performed up to and including March 31, 2024
- Phase 2 should be proposed for work that will be performed between April 1, 2024 and March 31, 2026.

For two-phase projects that are selected for grant award, CAL FIRE will agree to fund Phase 1, and will also agree to fund Phase 2 subject to the availability of Research Program funding in subsequent fiscal years. Applicants that have been awarded Phase 1 funds will not have to re-apply for Phase 2 funds.

CAL FIRE will not make awards for two-phase projects without a reasonable expectation that the second phases can be funded in a future fiscal year. However, funding for the Research Program is dependent upon the appropriation in the annual State Budget Act, where priorities can change year-over-year. This is not currently expected but is a possibility of which applicants should be aware.

Upon selection of a Research Program application for award, a grant agreement will be written in the current fiscal year for single-phase projects, and for Phase 1 of two-phase projects. An agreement for Phase 2 will be written in a subsequent (usually the next) fiscal year, contingent upon funding availability.

Applicants requesting funding over two phases will need to submit separate budget worksheets for Phase 1 and Phase 2 Budget worksheet in the [CAL FIRE Project Budget Workbook](#) provided.

Project Eligibility

All applications will be screened for completeness and whether they meet the Research Program Eligibility Criteria. Applications must be complete and submitted by an eligible applicant before the application deadline to be considered for selection. Applications that do not meet the Research Program Eligibility Criteria described below will not be scored against the selection criteria and will not be eligible for award.

Research Program Eligibility Criteria

Applications will be evaluated according to the Research Program Eligibility Criteria described below.

- *Eligible Activities*

Original research may be based on empirical data (i.e., collection and analysis of field or remotely sensed data), model development or application, technology development or testing, or any combination thereof. Development and testing of new technologies are allowed but must be associated with formal scientific investigation and/or hypothesis testing typical of academic research, and provide results appropriate for publication in peer-reviewed scientific journals.

Projects may physically manipulate resources (e.g. thinning, prescribed burning, etc.) in an experimental fashion, but any ground-disturbing activity must comply with all pertinent federal, state and local regulations, including CEQA and NEPA (see Appendix D). While scientific rigor is paramount, research activities themselves must not significantly degrade ecosystem health, function or services over large areas. Applicants must incorporate reasonable and legally required measures to avoid adverse impacts to fish, wildlife, native plants, water, and other resources in project design and development. A California Registered Professional Forester or NASP-Certified Silviculturist must design and oversee any forest vegetation treatments and removal.

Scientific syntheses and tool development are allowed either as part of original research projects or as the sole or primary focus of the project (see additional information about project types in Funding Availability section above). Proposals for scientific syntheses such as literature reviews should identify a clear question or set of questions related to the Research Program priority topics and be directly relevant to long-term forest and fire management strategies, planning and policy for CAL FIRE or other land management agencies. Topics or questions to be reviewed and synthesized should be ones of current importance that have not previously had a publicly available synthesis or literature review performed, or where there has been considerable scientific advancement on the topic since any prior reviews. Proposed tool development must facilitate distribution and utilization of current scientific information, data or decision-making tools to landowners, land management agencies and the public.

- *Eligible Organizations and Partners*

CAL FIRE will grant funds from the Research Program to public and other nonprofit universities and affiliated academic institutions, local agencies (e.g. counties and special districts), state agencies, federal agencies, Native American tribes, private forest landowners, and non-profit 501(c)(3) organizations (e.g. fire safe councils, and land trusts).

- *Eligible Study Areas*

Research projects must be focused on and relevant to California forests and

other ecosystems and their management. A significant portion of the geographic area proposed for study must be contained within California. Study areas may include land in adjacent U.S. states, but should be contiguous with and representative of study areas within California. If additional proposed study areas are outside of California and discontinuous with study areas within California, ample justification must be provided as to why these areas should be included, and how they support project research questions and hypotheses relevant to California ecosystems. Study areas may not be located outside the United States.

- *Greenhouse Gas Emissions Reductions*

Research projects need not demonstrate a direct or immediate GHG benefit on their own, but applicants must provide sound justification within their application as to how the knowledge gained will ultimately result in emissions reductions, improved carbon sequestration, improved quantitative assessment of GHG impacts, or improved management actions or policy related to the California Forest Carbon Plan or other State climate mitigation and adaptation strategies. For research projects and activities that CAL FIRE deems may have significant GHG impact, or that physically manipulate carbon on more than 500 acres of ground, grantees may be required to quantify their impact following the CARB-approved methodology, as described in the Forest Health Program guidelines. If funded, CAL FIRE will contact and work with designated grantees to quantify GHG impacts.

- *Project Scale*

Research activities need not be physically of “landscape-scale” or meet the minimum project size under the broader Forest Health Program. However, the information derived must be relevant and ultimately applicable to land management at these scales.

- *Funding Limits*

The maximum allowable request for Research Program projects varies by project type, as follows: 1) General: \$500,000; 2) State Forests: \$500,000; 3) Graduate Student: \$100,000; 4) Synthesis and Tool Development: \$500,000. Please see the information about project types, funding allocations and expected number of awards in the “Funding Availability” section above. There is no minimum allowable request.

- *Partner and Landowner Commitment*

For any on-the-ground activities proposed, whether manipulative, mensurative, or otherwise, applicants must have approval from landowners or managers where the research activities will occur. Applicants must demonstrate that relevant landowners or managers are willing to provide access to study sites and allow proposed research activities to occur. Where persons or organizations other than the primary applicant will do substantive work (either paid, in-kind, or unpaid) critical to the grant deliverables and within the grant period, applicants must list these parties as partners in the application.

Participating landowners, land managers and project partners must demonstrate their understanding of and willingness to participate in the proposed project. A brief, signed letter of participation from each relevant landowner, land manager or project partner identified should be provided with the online application.

- ***Project Readiness***

Where applicable, applicants must be able to complete all environmental permitting, including fulfilling CEQA/NEPA requirements within one year of executing grant agreement (see Appendix D). Eligible stand-alone research projects must be able to complete all grant-related work by March 31, 2023 for single-phase projects and March 31, 2025 for two-phase projects.

- ***Eligible Costs***

All eligible and ineligible cost rules listed on pages 22-24 for the Forest Health Program also apply to the Research Program. Additionally, please note the following:

- Tuition, required fees, and stipends or wages associated with graduate student research assistantships or equivalent academic appointments are allowable costs for Research Program awards. This applies to both graduate student-led projects (as described above), as well as to projects in which graduate student researchers are proposed as team members under the Principal Investigator. If possible, please list graduate student tuition and fee remission as a separate line item, distinct from stipends, wages or other benefits in the proposed budget. If tuition and fee remission cannot be separated into a discrete budget item per University policy, please list total proposed costs for graduate student research appointments, including stipends or wages, and note the cost of tuition and fee remission in the item description or elsewhere. The cost for tuition and fee remission may not exceed \$15,000 per individual per year.
- Labor-related expenses (salaries, wages and benefits) for university employees other than official graduate student research appointments (e.g. field or lab technicians) are allowed for all project types.
- Costs associated with the development and testing of new technologies are allowed, but must be associated with formal scientific investigation and/or hypothesis testing typical of academic research, and provide results appropriate for publication in peer reviewed scientific journals.

Project Merit

Complete and eligible applications will be scored as to how well the proposed project fits the purpose, objectives, and priority topics of the Research Program, the

soundness of the research plan, compatibility with State fire and land management goals and objectives, and likelihood of project success.

Scoring Criteria

Applications will be evaluated according to the Research Program Scoring Criteria and maximum possible point values described below (total possible points = 100).

- Problem Statement, Research Questions, and Relevance (20 points)
Research Program applications should include a clearly articulated problem statement providing context and background for specific research questions posed. Specific research questions to be investigated must be clearly identified, aligned with the current state of science for the topic, and address one or more of the current priority topics for the Research Program. Priority topics addressed should be identified, and a clear nexus should be made between the research questions posed and the priority topics. A compelling case should be made for how the information gained from the project will further our understanding of one or more of the priority topics, and ultimately provide information useful and relevant to management of California forests or other ecosystems.
- Methodology (20 points)
Research program applications should include a clear description of methods for addressing the research questions posed, including but not limited to study/experimental design, data collection methods, and intended analytics. The methods proposed should be well described, appropriate for addressing the research questions posed, scientifically rigorous and provide for publishable results.
- Workplan and Budget (15 points)
Research Program applications should include a clear description of the plan for completing the project, including identification of key project tasks, steps or phases, an achievable timeline and a list of specific deliverables. Delivery of a final project report and final project data to CAL FIRE must be included in the deliverables. Work plan should include a clear and achievable plan for scientific knowledge transfer, including but not limited to: preparation of refereed scientific journal publications, CAL FIRE or other governmental publications, websites, webinars, and workshops. Project budget and justification should clearly demonstrate how grant funds will be spent. Costs should be reasonable in proportion to the proposed deliverables and Statement of Work. The budget must include the cost of the grant minus any income received from the sale of forest products or other goods.
- State and Local Management Plan Relevance (5 points)
Applicants should demonstrate how their activities will ultimately support the goals and objectives of the State, as identified in documents such as the [California Wildfire and Forest Resilience Action Plan](#), [California Forest Carbon](#)

[Plan](#), [California Strategic Fire Plan](#), or other landscape conservation and management plans (e.g. Habitat Conservation Plans, Natural Community Conservation Plans, CA Wildlife Action Plan, CA Water Action Plan, Safeguarding California) or collaborative groups (CA Forest Management Task Force, CA Regional Forest and Fire Capacity Program). Applicants may also demonstrate the project's relevance to any local/regional established research and management needs and priorities. For projects occurring on Demonstration State Forests or other state-managed lands, additional consideration will be given to projects that address specific research needs identified in Demonstration State Forest management plans or identified by the Demonstration State Forest Manager.

- Priority Landscapes and Projects Relevance (5 points)
Research Program applicants should evaluate their proposed study areas against [CAL FIRE-FRAP Priority Landscape Maps](#). Additional consideration will be given for projects that either 1) take place within one or more high priority areas, 2) directly address issues of concern identified within the Priority Landscapes, or 3) have a clear and demonstrated nexus to one or more CAL FIRE fuel reduction projects, currently funded Forest Health Program projects, or to specific projects identified by the CA Forest Management Task Force [Regional Prioritization Groups](#).
- Greenhouse Gas Benefits (10 points)
Research Program applications should provide sound and compelling justification for how the knowledge gained will directly or ultimately result in emissions reductions, further quantitative assessment of GHG impacts, or improve ecosystem management or policy in an altered future climate.
- Project Co-Benefits (5 points)
Applicant should demonstrate how the project relates or contributes to long-term ecosystem management strategies that provide for multiple economic, environmental and/or public health benefits. Research activities need not directly achieve multiple benefits beyond the topic of study, but applicants should justify the importance of the proposed study in the context of multi-objective forest and ecosystem management. Benefits may include but are not limited to: disadvantaged or low-income community benefits, jobs supported, public health, air quality, water quality and/or yield, fish and wildlife habitats, native plant values and others. Disadvantaged or low-income community benefits should be determined using CAL FIRE's [Evaluation Criteria for Providing Benefits to Priority Populations](#) (Appendix F). Supported Jobs should be calculated using the [CCI Job Co-benefit Modeling Tool](#).
- Applicant History and Qualifications (10 points)
Research Program applicants should demonstrate a strong history of scientific investigation, as evidenced by successful completion of past projects, grants and peer reviewed publications. Graduate students are not required or

expected to have a long history of past projects, but should list or demonstrate the experiences, achievements and skills they possess which will provide for successful completion of their proposed project. Research Program applications must include *Curricula Vitae* for all identified primary project staff and partners, including graduate students.

- **Readiness and Legal Requirements (5 points)**
Applicants should demonstrate the capacity to begin work promptly after execution of grant agreement, but no later than 12 months after award, and to complete grant-related work by March 31, 2025. Preference will be given to projects that can begin work immediately, and have completed any required environmental compliance (CEQA, NEPA, etc.) work before the project application is submitted. Any ancillary agreements, sub-awards, MOU's or other documents should be in place prior to commencement of work.
- **Project and Personal Support (5 points)**
Research Program applicants should demonstrate support for the proposed project beyond the simple approval of project activities. In addition to letters of participation from project partners and participants (described above), at least one signed letter of support should be provided from individuals or organizations other than primary project partners, participants or landowners. This letter may demonstrate support for either the project itself, or for the abilities of the primary project staff, or for both. For graduate student applicants, this letter should come from their academic advisor, major professor or other guiding academic faculty. Additional letters of support are allowed. All letters of support will be considered collectively in scoring. Letters should be addressed to: Chief Helge Eng, Deputy Director, Resource Management, California Department of Forestry and Fire Protection.

Application Submission Process

Applicants to the Research Program must follow the three-step application process and deadlines for the Forest Health Program described on page 12 above. Be sure to note requirements specific to Research Program applications.

Special Requirements for Research Program Applications

In addition to the noted requirements in the Forest Health Application Procedures, please note the following additional requirements specific to Research Program applications.

- ***Scope of Work***
The Scope of Work for Research Program applications will differ from other Forest Health Program applications. The Scope of Work is limited to 10 pages using 11-point or greater Arial font, including figures and tables. It should include the following, at minimum (please note point values listed in the scoring criteria described above):

- Problem statement, including research questions and/or hypotheses
- Relevance to Research Program priority topics
- Methods
- Workplan, including project tasks and deliverables (detailed budget and project timeline will be supplied separately in required spreadsheet).
- Knowledge transfer and outreach plan
- Relevance to state and local plans and strategies
- Relevance to state priority landscapes and projects
- Description of greenhouse gas benefits
- Relevance to long-term forest management and project co-benefits
- List of any citations referenced throughout the Scope of Work document. Include at end of document. *Does not count towards page limit.*
- **Statement of Qualifications**
 The Statement of Qualifications for Research Program applications is limited to two pages using 11-point or greater Arial font or similar. It should include the following, at a minimum (please note point values listed in the scoring criteria described above):
 - Detail the applicant's ability to complete the project as proposed, identify the resources (staff, partners, contractors) intended to complete the tasks described in the Scope of Work, and explain applicant's expertise or experience completing similar research projects.
 - Describe the applicant's readiness, including capacity to begin work promptly after execution of grant agreement, but no later than 12 months after award, and to complete grant-related work by March 31, 2023 for single-phase projects or March 31, 2025 for two-phase projects. Describe status of any required environmental review (CEQA, NEPA, etc.) or other permitting required to begin project work, as well as any hiring, ancillary agreements or sub-awards, or other required steps.
 - Include curricula vitae for Project Manager or Principal Investigator and each primary project partner identified in the application (excluding landowners not otherwise participating in the study.) *Curricula vitae do not count towards page limit.*

- *CAL FIRE Project Budget Workbook (Excel)*

The [CAL FIRE Project Budget Workbook](#) is required of all Forest Health and Research Program applicants and includes a series of worksheets covering various project details. For Research Program applicants, please take note of the following:

- Project Budget: For single-phase research projects (as described above), use the “1A. Project Budget” worksheet only. For two-phase research projects (Research Program applicants only), Applicants should supply a separate budget worksheet for Phase 1 and Phase 2.
- Treatment Areas: If grant funds will be used to implement physical treatments on-the-ground (e.g., fuel reduction, reforestation etc.), Research Program Applicants should fill this worksheet out. If grant money is not paying for treatment implementation (e.g., if the funds are only paying for sample measurements of a treatment performed by another organization or agency) then Research Program Applicants need not fill out this worksheet.
- Workplan: Please list the major tasks and/or milestones, as described in the Applicant’s Scope of Work, and provide a timeline for completion.
- Environmental Compliance: If field research activities or ground-disturbing activities are proposed, applicants must follow all applicable processes and complete necessary documents and filings for environmental compliance and review (e.g., CEQA, NEPA – see **Appendix E**). Fill out this worksheet accordingly.

Special Note to University of California (UC) or California State University (CSU) Applicants

Much of the information and several of the documents described above will need to be duplicated within the standard [California Model Agreement](#) template document. The Model Agreement is an agreed upon format, including negotiated terms and conditions, for grants and contracts between UC and CSU grantees and the State of California. Submission of this form is required from all UC and CSU applicants, and will be used for constructing grant agreements for selected projects but does not replace CAL FIRE required application materials. Please work with your Office of Sponsored Projects or grants management office to ensure that a complete UTC is submitted along with all other documents required by CAL FIRE.

Application Review and Selection Process

A list of applications received will be posted on the [Forest Health grants webpage](#) at least 10 business days prior to award.

Eligibility Review

CAL FIRE will review submitted Research Program applications for completeness and whether they meet the Research Program Eligibility Criteria. Applications must be complete, submitted by an eligible applicant before the application deadline, and meet all Research Program Eligibility Criteria in order to be considered for Merit Review.

Technical Merit Review

Eligible applications will be reviewed and scored by CAL FIRE staff and an inter-agency panel of reviewers against the Research Program Scoring Criteria.

Program Review

The highest scoring applications for each Research Program project type will be reviewed by Forest Health Program and Research Program staff. Final awards will be determined based on project scores, program need, funding availability, and relative fit of the awarded projects to each other and with Research Program goals and priority topics.

CAL FIRE reserves the right to fund projects in total or in part, whichever best serves the objectives of the Research Program. Project applicants that are selected to receive partial funding will be provided additional information on their revised funding amount and any other changes to their application as needed.

Award Notification

Final selections for the 2020-21 fiscal year funds are expected to be announced in July 2021 (subject to change). If additional funds become available, secondary awards will be announced in Fall of 2021.

Project applicants will be notified by email if they have, or have not been, selected to receive funding.

Successful applications will be summarized and posted to CAL FIRE's [Forest Health grants webpage](#) within two weeks of the decision to fund. Applications will be treated in accordance with the Public Records Act requirements, and certain information, subject to those requirements, may be publicly disclosed.

General Grant Conditions and Project Administration

All general conditions and requirements for project administration under the Forest Health Program (see page 18) also apply to the Research Program. In addition, please note the following.

Scientific Integrity

Scientific integrity is vital to all CAL FIRE activities under which scientific research, data, summaries, syntheses, interpretations, presentations, and/or publications are developed and used. Failure to uphold the highest degree of scientific integrity will result not only in potentially flawed scientific results, interpretations, and applications but will damage CAL FIRE's reputation and ability to uphold the public's trust. All work performed must conform to the highest standards of scientific integrity, as well as all

Federal, State and municipal laws. Suspected violations of scientific integrity will be investigated by CAL FIRE staff and may result in cancellation of grant agreement.

Project Reporting

All project reporting requirements for the Forest Health Program also apply to the Research Program. Interim progress reports will be required of all funded projects quarterly. The Research Program interim progress report template [is available online](#). Final reports are required for all funded Research Program projects, and must follow the Research Program final report template, which will be provided near the closing of the grant agreement. Final Reports should include information and analysis of similar rigor and quality to a manuscript prepared for a peer-reviewed academic journal, including methods, results, and discussion, at a minimum. There is no page limit for Research Program final reports, and as such any photo documentation and relevant supplemental information such as maps, tables and figures that might not otherwise be included in a journal manuscript are allowed and encouraged where deemed important by the Project Manager or Principal Investigator. If peer-reviewed journal articles or manuscripts have been drafted, are in review or in press, or have been published by the time of project closeout, applicants may submit draft or final manuscripts, or published journal articles in lieu of certain final report requirements.

Site Access

All funded projects that include field sites must accommodate at least one guided site visit by Research Program staff during the grant period.

During the grant period, any other general access to research field sites is at the discretion of the Project Manager (Principal Investigator) and shall be coordinated with the owner or manager of the land where the research occurs. Following the conclusion of the grant period, access to field sites is at the discretion of the owner or manager of the land where the research occurs.

Data Management and Use

Scientific findings from publicly funded research should be broadly disseminated and shared with both the funding entity and the public. Grantees are required to provide CAL FIRE with paper or electronic copies of: datasets; study/plot locations; GPS/GIS information; progress reports; final reports; theses; dissertations; and publications. Grantees must provide for long-term storage and access to these data and records. Interim or preliminary datasets can be shared after quality checking and at the discretion of the Project Manager or Principal Investigator. Final reports, publications and final authoritative datasets may be made publicly available upon the completion of the grant period. All datasets, whether interim or final, should include: metadata; version information, descriptions of sample design and data collection methods; point of contact; and credit to research team and funding sources.

Publications and Presentations

Pursuant to [California Assembly Bill No. 2192](#) ("The California Taxpayer Access to Publicly Funded Research Act"), a grantee that receives funding, in whole or in part, in the form of a research grant from a state agency shall provide for free public access to

any publication of a peer-reviewed manuscript describing state-agency-funded knowledge, a state-agency-funded invention, or state-agency-funded technology. Forest Health Program grantees must ensure that an electronic version of peer-reviewed manuscripts is available to CAL FIRE and on an appropriate publicly accessible repository approved by CAL FIRE including, but not limited to, the University of California's eScholarship Repository at the California Digital Library, or the California State University's ScholarWorks at the Systemwide Digital Library. Grantees must report to CAL FIRE the final disposition of any peer-reviewed manuscripts arising from the grant work, including, but not limited to, if it was published, date of publication, where it was published, and, after a 12-month time period from official date of publication, where the peer-reviewed manuscript will be available for open access. For other types of publications, including scientific meeting abstracts, the grantee shall comply by providing the manuscript to the CAL FIRE not later than 12 months after the official date of publication.

Publications that require acknowledgement of funding sources should list the California Department of Forestry and Fire Protection (CAL FIRE), Forest Health Research Program, and California Climate Investments (CCI).

Please visit the Media Kit section of the [Forest Health Grantee Resources](#) webpage for specific requirements of the Forest Health and CCI programs.

Forest Health Research Program Contacts

General Inquiries: FHResearch@fire.ca.gov

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APPENDIX C – EXPLANATION OF TERMS

TERM	EXPLANATION
Agreement	A legally binding agreement between the State and another entity.
Amendment	A formal modification or a material change of the agreement, such as term, cost, or scope of work.
Application	The form identified as Attachment A and supporting attachments for grants required by the enabling legislation or program, or both.
Authorized Representative	The designated position identified in a resolution as the agent to sign all required grant documents including, but not limited to, grant agreements, application forms and payment requests.
CEQA	The California Environmental Quality Act is a law establishing policies and procedures requiring agencies to identify, disclose to decision makers and the public, and attempt to lessen significant impacts to environmental resources that may occur as a result of a proposed project.
Contractor	An entity contracting with the grantee for services and generally receives a Form 1099 for tax purposes.
Employee	Individuals employed directly by the grantee and generally receives a W-2 for tax purposes.
Forestland	As in Public Resources Code § 4793, land at least 10% occupied by trees of any size that are native to California.
Indirect Costs	Expenses of doing business that are of a general nature and are incurred to benefit at least two or more functions within an organization. These costs are not usually identified specifically with a grant, grant agreement, project or activity, but are necessary for the general operation of the organization. Indirect costs include salaries and benefits of employees not directly assigned to a project, which provide functions such as personnel, business, information technology or janitorial services, and salaries of supervisors and managers. Indirect costs may only be applied as a % of direct costs within the agreement.

Modification	An informal agreement that moves dollars in the line-item and task budgets not to exceed 10% of the budget line item total grant amount, changes deliverable due dates, or makes a minor change in the work of a grant agreement. It does not require a formal amendment of the grant agreement.
Net GHG Benefit	The sum of the GHG emission reductions and sequestration less any GHG emissions resulting from project implementation.
Non-profit Organization	Any California corporation organized under Section 501(c)(3) of the Federal Internal Revenue Code.
Operating Expenses (Direct Cost)	Any cost that can be specifically identified as generated by, and in accordance with, the provisions or activity requirements of the grant agreement.
Payee Data Record (Std. 204)	A form required to establish a supplier number to encumber funds and subsequent payment.
Project Performance Period	The Project Performance Period is from the time the Grant Agreement is fully signed to the Agreement termination date. Only eligible costs incurred during the project performance period will be paid by the State.
Project	The activity, activities, or work to be accomplished utilizing grant and matching funds (if applicable).
Project Scope of Work	The detailed description of the proposed tasks identified as Attachment B, as described in enabling legislation and detailed in the grant agreement.
Project Budget Detail	The proposed detailed budget plan identifying costs to be funded by the grant, matching funds, and projected program income broken down by budget category.
Resolution	A signed resolution by the grantee's governing body, which identifies individual(s) authorized to act on behalf of the grantee's governing body for the grant project.

APPENDIX D – PROJECT BUDGET, TREATMENT AREAS, WORK PLAN, ENVIRONMENTAL COMPLIANCE

Using the [Excel workbook](#) provided on the [Forest Health Grantee Resources](#) webpage, applicants must complete all worksheets unless otherwise noted (see ReadMe page of the workbook for more information). CAL FIRE reserves the right to fund only a portion of the proposed budget items. Up to 12% of the total direct costs, *excluding equipment costs*, is allowable as indirect costs. Research Program applicants with two-phased projects should use this worksheet for Phase 1 budget only.

Worksheet #1: Budget

CAL FIRE Tracking # (as assigned)
Project Title

CAL FIRE Forest Health Program
California Climate Investments

Organization

Worksheet 1: Grant Info

Budget Item	Description	Units (if applicable)	Rate (if applicable)	CAL FIRE Grant Share	Program Income	Grantee Match	Total
A. Salaries and Wages							
(Job title/Classification/Role)		(# hours)	(\$/hour)	-	-	-	-
							-
							-
							-
B. Employee Benefits							
(Job title/Classification/Role)		(# hours)	(\$/hour)	-	-	-	-
							-
							-
							-
C. Contractual		(e.g., # hours, # acres, # BDT)	(e.g., \$/hour, \$/acre, \$/BDT)	-	-	-	-
(Role in project)							-
							-
							-
D. Travel		(e.g., # miles)	(e.g., \$/miles)	-	-	-	-
							-
							-
							-
E. Supplies				-	-	-	-
							-
							-
							-
F. Equipment				-	-	-	-
							-
							-
							-
G. Other				-	-	-	-
							-
							-
							-
TOTAL DIRECT COSTS				-	-	-	-
INDIRECT COSTS		(12% max for CAL FIRE Grant Share and Program Income, excluding equipment)		-			-
TOTAL GRANT PROPOSED COSTS				-	-	-	-

Worksheet #1B: Phase 2 Budget

Required only from Research Program applicants seeking funding over two phases.
Forest Health and Legacy applicants need not complete.

CAL FIRE Tracking # (as assigned)
Project Title

CAL FIRE Forest Health Program
California Climate Investments
*Required only from Research Program applicants seeking
funding over two phases. Forest Health and Legacy
applicants need not complete.*

Organization

Worksheet 1: Grant Info

Budget Item	Description	Units (if applicable)	Rate (if applicable)	CAL FIRE Grant Share	Program Income	Grantee Match	Total
A. Salaries and Wages							
(Job title/Classification/Role)		(# hours)	(\$/hour)	-	-	-	-
							-
							-
							-
B. Employee Benefits							
(Job title/Classification/Role)		(# hours)	(\$/hour)	-	-	-	-
							-
							-
							-
C. Contractual		(e.g., # hours, # acres, # BDT)	(e.g., \$/hour, \$/acre, \$/BDT)	-	-	-	-
(Role in project)							-
							-
							-
							-
D. Travel		(e.g., # miles)	(e.g., \$/miles)	-	-	-	-
							-
							-
							-
E. Supplies				-	-	-	-
							-
							-
							-
F. Equipment				-	-	-	-
							-
							-
							-
G. Other				-	-	-	-
							-
							-
							-
TOTAL DIRECT COSTS				-	-	-	-
INDIRECT COSTS		(12% max for CAL FIRE Grant Share and Program Income, excluding equipment)		-			-
TOTAL GRANT PROPOSED COSTS				-	-	-	-

Specify the treatment areas, ownership type, and funds to be spent by treatment.

Add more rows if needed. All treatment areas must be included.

Count each acre only once even if it has multiple activities.

Worksheet #3: Work Plan

Complete with appropriate detail describing the phases of work necessary to successfully implement the project.

Worksheet 3: Work Plan & Timeline

Applicant:

Application ID:

For each project or treatment area included in this application, list the major phases of work show timeline by quarter. Add more rows if needed. All treatment areas, research, or other projects must be included.

		2020	2020	2020	2020	2021	2021	2021
Treatment Area	Activity and Treatment Number	Jan-Mar	Apr-Jun	Jul-Sep	Oct-Dec	Jan-Mar	Apr-Jun	Jul-Sep
Example Area 1	Planning	X	X	X	X	X		
	Contracting					X	X	
	Treatment 1: site prep by machine pile						X	X
	Treatment 2: planting							
Example Area 2	CEQA	X	X	X	X			
	Planning					X	X	
	Contracting							X
	Treatment 3: understory burn							

Worksheet #4: Environmental Worksheet

CAL FIRE Tracking # (as assigned)
Project Title

Worksheet 4: Environmental Compliance

Date:

(Forest Legacy applicants need not complete, unless forest treatments are being proposed using CCI grant funds.)

Total funding for completing CEQA in CCI budget (if applicable):

Environmental Documents Completed and Filed: Use this form for treatment activities covered by environmental documents that have been completed the State Clearinghouse.

Treatment Area	Treatment Type	Month, Year work will be completed	Lead Agency (federal)	Federal Env'tl. Compliance Doc.	Lead Agency (state)	State Env'tl. Compliance Doc.	Doc #	Date filed
E.g., "Climate Ridge"	E.g., Mastication, reforestation		E.g., USFS	E.g., NEPA	E.g., CAL FIRE	E.g., exemption		

Notes:

Environmental Documents Not Completed: Use this form for treatment activities for which environmental documents have NOT been completed.

Treatment Area	Treatment Type	Month, Year work will be completed	Lead Agency (federal)	Federal Document Being Prepared	Lead Agency (state)	State Document Being Prepared	Contractor completing documentation	Completion timeline

Notes:

APPENDIX E – ENVIRONMENTAL COMPLIANCE

NOTE: Grantee must submit proof of California Environmental Quality Act and/or National Environmental Policy Act compliance within one year of the execution of the grant agreement. To ensure this occurs in a timely manner, the grantee should contact the Forest Health Projects Specialist or CAL FIRE environmental compliance staff as soon as possible after receiving the executed agreement.

NEPA Compliance

Project work involving Federal actions must comply with NEPA.

If the requirements of Public Resources Code section 4799(d) are met, CEQA may not apply to the project. This means that prescribed fire, thinning, or fuel reduction on federal lands to reduce the risk of high-severity wildfire may not need to comply with CEQA.

For more detailed info on CEQA for CAL FIRE grants, please see [CAL FIRE Forest Health Environmental Compliance](#) on the Forest Health grants website.

California Environmental Quality Act (CEQA)

Within one year of the execution of the grant agreement and prior to commencing any on-the-ground work, CAL FIRE requires proof of adequate compliance with CEQA. This may be accomplished by one or more of the following methods:

1. Notice of exemption filed with the State Clearinghouse or the county clerk and completion of the CAL FIRE's Environmental Review Report for an Exempt Project for categorically exempt projects.
2. Initial study and negative declaration or mitigated negative declaration and all associated noticing documents filed with the State Clearinghouse or the county clerk.
3. Draft and final environmental impact report and all associated noticing documents filed with the State Clearinghouse or the county clerk.
4. Timber harvesting permit or notice in compliance with the California Forest Practice Act and Rules for projects that undertake timber operations per Public Resources Code § 4527.
5. Finding of no significant impact-decision notice, categorical exclusion- decision memo or environmental impact statement-record of decision prepared in compliance with the National Environmental Policy Act for projects that are exempt from CEQA pursuant to Public Resources Code § 4799.05(b).
6. Certification that the project qualifies for the limited suspension of requirements of CEQA pursuant to the Governor's October 30, 2015, *Proclamation of a State of Emergency*.

7. Completed and accepted Project-Specific Analysis (PSA) under the [California Vegetation Treatment Program](#) (CalVTP).

For exempt projects where the grantee is a public agency, the grantee will be responsible for: (a) preparing the Environmental Review Report for an Exempt Project and notice of exemption; and (b) filing the notice of exemption. For exempt projects where the grantee is not a public agency (e.g., fire safe council), CAL FIRE or another public agency will be responsible for (a) preparing the Environmental Review Report for an Exempt Project and notice of exemption; and (b) filing the notice of exemption.

For non-exempt projects where the grantee is a public agency¹, the grantee will assume the role of lead agency². For non-exempt projects where the grantee is not a public agency (e.g., fire safe council), CAL FIRE or another public agency will need to assume the role of lead agency. The lead agency is responsible for: (a) performing the necessary environmental effects analysis; (b) preparing environmental documents; and (c) filing associated notices.

The lead agency may require the grantee to prepare, or retain a consultant to prepare, the environmental documents required for demonstrating adequate compliance with CEQA. When CAL FIRE is the lead agency, the grantee must work closely with the department to ensure the environmental documents reflect its independent judgement.

Grantees should ensure they ask for adequate funds for environmental work when applying for grants. When preparing their budgets, grantees should consider the need to contract with appropriate resource professionals to do the necessary environmental effects assessment and document preparation work. This may include biologists, professional archaeologists, air quality experts, registered professional foresters, environmental planners, etc.

For all environmental documents where CAL FIRE is the lead agency, except timber harvesting permits or notices, cultural resources must be assessed per the procedures outlined in *Cultural Resources Review Procedures for CAL FIRE Projects*. This may require the project proponent to consult with the appropriate CAL FIRE archaeologist to determine if impacts to cultural resources are possible and what, if any, assessment work will have to be done. This consultation should be done as early in the planning process as possible.

CAL FIRE will review all environmental documents and associated notices for adequate compliance with applicable procedures and CEQA.

¹Per PRC § 21063 “Public agency” includes any state agency, board, or commission, any county, city and county, city, regional agency, public district, redevelopment agency, or other political subdivision.

² Per PRC § 21067 “Lead agency” means the public agency which has the principal responsibility for carrying out or approving a project which may have a significant effect upon the environment.

Limited Suspension of Requirements of the California Environmental Quality Act

Certain projects may qualify for the limited suspension of the requirements of CEQA pursuant to [Governor Edmund G. Brown Jr.'s October 30, 2015 Proclamation of a State of Emergency](#). The emergency proclamation suspends the requirements of CEQA for purposes of carrying out, among other things, Directive 2, where the state agency with primary responsibility for implementing the directive concurs that local action is required. In order to qualify for the emergency proclamation's suspension of CEQA, the grantee must meet certain specific criteria.

Grantees wishing to proceed under the emergency proclamation's suspension must certify that all the applicable criteria are met. CAL FIRE may assist applicants in determining their eligibility for the proclamation's suspension of CEQA prior to application submission.

CEQA Compliance

- 1) If the applicant or a willing project partner is a public agency, they will assume the role of lead agency. For these projects, CAL FIRE will be a responsible agency, if necessary, and as such will review the lead agency's CEQA documents and any supporting documentation in order to develop its own CEQA findings and make a discretionary decision for a project.
- 2) If the applicant or any project partner is not a public agency, CAL FIRE will assume the role of lead agency. For these projects, the GRANTEE will be required to work with CAL FIRE and provide information as necessary to ensure compliance with CEQA. This includes performing the necessary environmental effects analysis and preparation of environmental documents for projects and following CAL FIRE processes. Grantee will be responsible for the costs of the analyses and document preparation.

APPENDIX F – PRIORITY POPULATIONS

Evaluation Criteria for Providing Benefits To Priority Populations CAL FIRE FOREST HEALTH GRANTS



California Climate Investments
2018 Funding Guidelines
Benefit Criteria Tables

Project Types:
LAND RESTORATION & FOREST HEALTH
LAND CONSERVATION



As part of California Climate Investments (CCI), a portion of CAL FIRE's Forest Health grants are required to meet minimum levels of investments in projects that benefit residents of disadvantaged communities, low-income communities, and low-income households, collectively referred to as "priority populations."

In order for a project to count toward these minimums it must be located within an identified community and benefit individuals living within that community, or directly benefit residents of low-income households anywhere in the State. In its evaluation of Forest Health applications, CAL FIRE will determine if a project meets the criteria for providing direct, meaningful, and assured benefits to priority populations using the following evaluation approach:

Step 1: Identify the Priority Population(s). Be located within a census tract identified as a disadvantaged community or low-income community, or directly benefit residents of a low-income household;

Step 2: Address a Need. Meaningfully address an important community or household need for the disadvantaged community, low-income community, or low-income household; and

Step 3: Provide a Benefit. Using the evaluation criteria, identify at least one direct, meaningful, and assured benefit that the project provides to priority populations. The benefit provided must directly address the identified need.

Only investments that meet these three criteria will be given full credit (10 points) for the Forest Health Grant Selection Criteria, "Disadvantaged and/or Low Income Community Benefit." CAL FIRE can and will fund projects that otherwise provide meaningful benefits, but do not meet these criteria; however, those projects will not be counted toward CCI investment minimums.

Attached are two criteria tables designed to enable applicants to make an objective "yes" or "no" decision about whether their proposed project provides a benefit to a priority population. The LAND RESTORATION & FOREST HEALTH table is to determine priority population benefit for land management treatment activities, while the LAND CONSERVATION table is to determine the benefit for acquisitions and conservation easements.

CAL FIRE refers to CARB's Funding Guidelines (www.arb.ca.gov/ccifundingguidelines) for direction on how to use these criteria table in program design and implementation, project evaluation, project selection, and reporting.

Table 1 should be used to evaluate the benefits of all FOREST HEALTH projects

<p>Table 1 LAND RESTORATION & FOREST HEALTH: Projects will increase carbon storage through restoration and management of natural lands.</p>
<p>Projects must satisfy the applicable criteria through Step 3 to be considered to provide direct, meaningful, and assured benefits to priority populations and count toward CCI's statutory investment minimums. <i>Only those projects that satisfy all three Steps will be given full credit (10 points) for the Forest Health Grant Selection Criteria, "Disadvantaged and/or Low Income Community Benefit."</i></p>
<p>Step 1 – Identify the Priority Population(s). Evaluate the project against each of the following criteria. Check all boxes that apply.</p>
<p>Note: For this project type, the majority of the project must be located within a disadvantaged or low-income community census tract. An online mapping tool and a "look-up" tool list of "low-income" thresholds by county and household size are available at: https://www.arb.ca.gov/cci-communityinvestments.</p>
<p><input type="checkbox"/> A. Is the project located within the boundaries of a disadvantaged community census tract?</p> <p><input type="checkbox"/> B. Is the project located within the boundaries of a low-income community census tract?</p> <p><input type="checkbox"/> C. Is the project located outside of a disadvantaged community, but within ½-mile of a disadvantaged community and within a low-income community census tract?</p> <p><input type="checkbox"/> D. Is the project located within the boundaries of a low-income household?</p>
<p><i>If a project does not meet at least one of the qualifying criteria in Step 1, the project does not meet the "Disadvantaged and/or Low Income Community Benefit," and no further evaluation is needed. If the project meets at least one Step 1 criterion, continue the evaluation in Step 2.</i></p>
<p>Step 2 – Address a Need. Identify an important community or household need and evaluate whether the project provides a benefit that meaningfully addresses that need.</p>
<p>To identify a need that the project will address, agencies and/or applicants can use a variety of approaches:</p> <p><input type="checkbox"/> A. Recommended Approach: Host community meetings, workshops, outreach efforts, or public meetings as part of the planning process to engage local residents and community groups for input on community or household needs, and document how the received input was considered in the design and/or selection of projects to address those needs;</p> <p><input type="checkbox"/> B. Recommended Approach: Receive documentation of support from local community-based organizations and/or residents (e.g., letters, emails) identifying a need that the project addresses and demonstrating that the project has broad community support;</p>

Table 1 Cont'd: LAND RESTORATION & FOREST HEALTH

Step 2 – Address a Need (continued). Identify an important community or household need and evaluate whether the project provides a benefit that meaningfully addresses that need.

- ☐ C. **Alternative Approach:** Where direct engagement is infeasible, look at the individual factors in [CalEnviroScreen 3.0](#) that are most impacting an identified disadvantaged or low-income community (i.e., factors that score above the 75th percentile), and confirm that the project will reduce the impacts of at least one of those factors; or
- ☐ D. **Alternative Approach:** Where direct engagement is infeasible, refer to the list of needs for priority populations in [CARB's Funding Guidelines](#) Table 5 (see attached) and confirm that the project addresses at least one listed need.

Describe identified community or household need(s):

*If the project addresses a community or household need as described in **Step 2**, proceed to **Step 3**. If the project does not address a community or household need, it will not meet the "Disadvantaged and/or Low Income Community Benefit," and no further evaluation is needed.*

Step 3 – Provide a Benefit. Evaluate the project against each of the following criteria to determine if it provides direct, meaningful, and assured benefits to priority populations. The benefit provided must directly address the identified need.

Project must meet at least one of the following benefit criteria:

- ☐ A. Project restores a site that allows public access;
- ☐ B. Project significantly reduces flood risk to households within one or more disadvantaged or low-income communities;
- ☐ C. Project significantly reduces fire risk to households within one or more disadvantaged or low-income communities;
- ☐ D. Project provides regular and ongoing educational opportunities through partnerships with schools or non-profit organizations located in disadvantaged or low-income communities and site access to residents of these communities.

*If the project meets the criteria in **Steps 1, 2, and 3**, it will be considered as providing direct, meaningful, and assured benefits to priority populations and will be given full credit (10 points) for the Forest Health Grant Selection Criteria, "Disadvantaged and/or Low Income Community Benefit."*

Table 2 should be used to evaluate the benefits of all FOREST LEGACY projects

<p>Table 2 LAND CONSERVATION: Projects will protect natural and working lands from GHG-intensive development or conversion through acquisition of an agricultural land conservation easement, forest conservation easement or other protective measures such as a change to zoning ordinances, adoption of an urban limit line or agricultural greenbelt.</p>
<p>Projects must satisfy the applicable criteria through Step 3 to be considered to provide direct, meaningful, and assured benefits to priority populations and count toward CCI statutory investment minimums. <i>Only those projects that satisfy all three Steps will be given full credit (10 points) for the Forest Health Grant Selection Criteria, "Disadvantaged and/or Low Income Community Benefit."</i></p>
<p>Step 1 – Identify the Priority Population(s). Evaluate the project against each of the following criteria. Check all boxes that apply.</p>
<p><u>Note:</u> For this project type, the majority of the project must be located within a disadvantaged or low-income community census tract. An online mapping tool and a "look-up" tool list of "low-income" thresholds by county and household size are available at: https://www.arb.ca.gov/cci-communityinvestments.</p>
<p><input type="checkbox"/> A. Is the project located within the boundaries of a disadvantaged community census tract?</p> <p><input type="checkbox"/> B. Is the project located within the boundaries of a low-income community census tract?</p> <p><input type="checkbox"/> C. Is the project located outside of a disadvantaged community, but within ½-mile of a disadvantaged community and within a low-income community census tract?</p> <p><input type="checkbox"/> D. Is the project located within the boundaries of a low-income household?</p>
<p><i>If a project does not meet at least one of the qualifying criteria in Step 1, the project does not meet the "Disadvantaged and/or Low Income Community Benefit," and no further evaluation is needed. If the project meets at least one Step 1 criterion, continue the evaluation in Step 2.</i></p>
<p>Step 2 – Address a Need. Identify an important community or household need and evaluate whether the project provides a benefit that meaningfully addresses that need.</p>
<p>To identify a need that the project will address, agencies and/or applicants can use a variety of approaches:</p> <p><input type="checkbox"/> A. Recommended Approach: Host community meetings, workshops, outreach efforts, or public meetings as part of the planning process to engage local residents and community groups for input on community or household needs, and document how the received input was considered in the design and/or selection of projects to address those needs;</p> <p><input type="checkbox"/> B. Recommended Approach: Receive documentation of support from local community-based organizations and/or residents (e.g., letters, emails) identifying a need that the project addresses and demonstrating that the project has broad community support;</p>

Table 2 Cont'd: LAND CONSERVATION

Step 2 – Address a Need (continued). Identify an important community or household need and evaluate whether the project provides a benefit that meaningfully addresses that need.

- ☐ C. **Alternative Approach:** Where direct engagement is infeasible, look at the individual factors in [CalEnviroScreen 3.0](#) that are most impacting an identified disadvantaged or low-income community (i.e., factors that score above the 75th percentile), and confirm that the project will reduce the impacts of at least one of those factors; or
- ☐ D. **Alternative Approach:** Where direct engagement is infeasible, refer to the list of common needs for priority populations in [CARB's Funding Guidelines Table 5](#) (attached) and confirm that the project addresses at least one listed need.

Describe identified community or household need(s):

*If the project addresses a community or household need as described in **Step 2**, proceed to **Step 3**. If the project does not address a community or household need, it does not meet the "Disadvantaged and/or Low Income Community Benefit," and no further evaluation is needed.*

Step 3 – Provide a Benefit. Evaluate the project against each of the following criteria to determine if it provides direct, meaningful, and assured benefits to priority populations. The benefit provided must directly address the identified need.

Project must meet at least one of the following benefit criteria:

- ☐ A. Project preserves a site that allows public access;
- ☐ B. Project significantly reduces flood risk to households within one or more disadvantaged or low-income communities;
- ☐ C. Project maintains water quality and health of watersheds serving priority populations through avoiding the conversion of forest lands or wetlands that would have resulted in impacts to nearby water bodies located in the same or a directly adjacent disadvantaged or low-income community as the project;
- ☐ D. Project increases food access to priority populations through regular farmers markets, donations to food banks or distribution centers serving residents of disadvantaged or low-income communities, or low-income households;
- ☐ E. Project provides regular and ongoing educational opportunities through partnerships with schools or non-profit organizations located in disadvantaged or low-income communities and site access to residents of these communities.

*If the project meets the criteria in **Steps 1, 2, and 3**, it will be considered as providing direct, meaningful, and assured benefits to priority populations and will be given full credit (10 points) for the Forest Health Grant Selection Criteria, "Disadvantaged and/or Low Income Community Benefit."*

**California Air Resources Board (CARB)
2018 Funding Guidelines**

Table 5. Examples of Common Needs of Priority Populations

Public Health
<ol style="list-style-type: none"> 1. Reduce health harms (e.g., asthma) suffered disproportionately by priority populations due to air pollutants. 2. Reduce health harms (e.g., obesity) suffered disproportionately by priority populations due to the built environment (e.g., provide active transportation, parks, playgrounds). 3. Increase community safety. 4. Reduce heat-related illnesses and increase thermal comfort (e.g., weatherization and solar energy can provide more efficient and affordable air-conditioning; urban forestry can reduce heat-island effect). 5. Increase access to parks, greenways, open space, and other community assets.
Economic
<ol style="list-style-type: none"> 1. Create quality jobs and increase family income (e.g., targeted hiring for living-wage jobs that provide access to health insurance and retirement benefits with long-term job retention, using project labor agreements with targeted hire commitments, community benefit agreements, community workforce agreements, partnerships with community-based workforce development and job training entities, State-certified community conservation corps). 2. Increase job readiness and career opportunities (e.g., workforce development programs, on-the-job training, industry-recognized certifications). 3. Revitalize local economies (e.g., increased use of local businesses) and support California-based small businesses. 4. Reduce housing costs (e.g., affordable housing). 5. Reduce transportation costs (e.g., free or reduced cost transit passes) and improve access to public transportation (e.g., new services in under-served communities). 6. Reduce energy costs for residents (e.g., weatherization, solar). 7. Improve transit service levels and reliability on systems/routes that have high use by disadvantaged and/or low-income community residents or low-income riders. 8. Bring jobs and housing closer together (e.g., affordable housing in transit-oriented development and in healthy, high-opportunity neighborhoods). 9. Preserve community stability and maintain housing affordability for low-income households (e.g., prioritize projects in jurisdictions with anti-displacement policies). 10. Provide educational and community capacity building opportunities through community engagement and leadership.
Environmental
<ol style="list-style-type: none"> 1. Reduce exposure to local environmental contaminants, such as toxic air contaminants, criteria air pollutants, and drinking water contaminants (e.g., provide a buffer between bike/walk paths and transportation corridors). 2. Prioritize zero-emission vehicle projects for areas with high diesel air pollution, especially around schools or other sensitive populations with near-roadway exposure. 3. Reduce exposure to pesticides in communities near agricultural operations. 4. Greening communities through restoring local ecosystems and planting of native species, improving aesthetics of the landscape, and/or increasing public access for recreation.

APPENDIX G – SAMPLE RESOLUTION

A signed resolution, similar to this [sample](#), will be required prior to the signing of a Grant Agreement. Applicants are encouraged to submit a draft resolution with the Project application. Resolutions are required from non-profit and local agency applicants only.

RESOLUTION (non-profit applicants must have resolution signature notarized)

NOTE: DO NOT CHANGE THE FORMAT OR VERBIAGE IN THIS RESOLUTION FORMAT WITHOUT WRITTEN APPROVAL OF CAL FIRE STAFF.

Resolution No.: _____

RESOLUTION OF THE _____ (Title of Governing Body/City Council/ Board of Supervisor/Board of Directors) OF _____ (City/County/District/Not-for-Profit/etc.) FOR FUNDING FROM THE FOREST HEALTH GRANT PROGRAM AS PROVIDED THROUGH CALIFORNIA CLIMATE INVESTMENTS.

WHEREAS, the Governor of the State of California in cooperation with the California State Legislature has enacted State of California Greenhouse Gas Reduction Funding, which provides funds to the State of California and its political subdivisions for California Climate Investments, including forest health programs; and

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

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

WHEREAS, the applicant will enter into an agreement with the State of California to carry out a forest health project;

NOW, THEREFORE, BE IT RESOLVED that the (Title of Governing Body):

1. Approved the filing of an application for "California Climate Investments" Forest Health grant program funds; and
2. Certifies that said applicant has or will have sufficient funds to operate and maintain the project; and,
3. Certifies that funds under the jurisdiction of (Governing Body) are available to begin the project.
4. Certifies that said applicant will expend grant funds prior to **March 30, 2024**.
5. Appoints (Position Title #1), (Position Title #2), or a designee, as agent of the (Governing Body) to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, amendments, payment requests and so on, which may be necessary for the completion of the aforementioned project.

Approved and adopted the _____ day of _____, 20____. I, the undersigned, hereby certify

that the foregoing Resolution, number _____ was duly adopted by the following roll call vote:
(City Council/Board of Supervisor/Board of Directors)

Ayes: _____ Noes: _____ Absent: _____ (Clerk) Notarized Seal:

APPENDIX H – SAMPLE INVOICE

All Grantees will be required to submit invoices in a format similar to this [sample](#).

Grantee Name

Street Address
Street Address2
City, ST ZIP Code

INVOICE

Submit invoice and supporting documentation to:
California Department of Forestry & Fire Protection (CAL FIRE)
ATTN:
ADDRESS
CITY, STATE, ZIP CODE

DATE:
INVOICE #:

MM/ DD/YYYY

Grant Number: 8XX17XXX
Grant Period: MM/DD/YYYY to MM/DD/YYYY
Project Name:

Invoice Period: MM/DD/YYYY to MM/DD/YYYY
Payment Type: ☐ Advance Request ☐ Interim Payment ☐ Final Payment

BUDGET ITEM	BUDGETED AMOUNT	CURRENT COST	EXPENDED TO DATE	CURRENT MATCH	MATCH TO DATE
Salaries and Wages					
Employee Benefits					
Contractual					
Travel					
Supplies					
Equipment					
Other					
Indirect Cost 10%					
TOTAL	-	\$ -	\$ -	\$ -	\$ -
Less Outstanding Advance					
Less Program Income					
CURRENT DUE		\$ -			

Check all those that apply:

- ☐ Supporting documentation attached (required for Interim & Final Payment)
☐ Project Progress Report (Interim) or Project Completion Report (Final)

Direct questions to:

Name
XXX-XXX-XXXX Ext. XXXX
Email address

CERTIFICATION: I certify that I have the full authority to execute this payment request on behalf of the Grantee. I declare under penalty of perjury, under the laws of the State of California, that this request and accompanying documents for the above referenced grant is true and correct to the best of my knowledge, and represents actual allowable disbursements made for the work performed in accordance with the conditions of the grant.

Signature of Authorized Official Date Printed Name Title

CAL FIRE USE ONLY					
Payment approval signature (Unit/Field Staff)		Title		Date	
Payment approval signature (Program Manager)		Title		Date	
Payment approval signature (Grants Management Unit)		Title		Date	
CAL FIRE Coding:	FY	Index	Object	PCA	Amount
					Vendor #