



RESOLUTION No. 23-230

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING ACCEPTANCE OF THE CAL FIRE CALIFORNIA CLIMATE INVESTMENTS WILDFIRE PREVENTION GRANT FOR THE 5GA21159 WINTER STORM HAZARDOUS VEGETATION CLEAN-UP PROJECT IN THE AMOUNT OF \$950,000 FOR USE DURING THE PERIOD MAY 12, 2023 THROUGH MARCH 15, 2025 AND RETROACTIVELY AUTHORIZING THE DIRECTOR OF OFFICE OF EMERGENCY SERVICES TO EXECUTE THE GRANT AGREEMENT AND ALL ADDITIONAL DOCUMENTS REQUIRED TO FULFILL THE REQUIREMENTS OF THE GRANT ON BEHALF OF THE COUNTY OF NEVADA

WHEREAS, the California Department of Forestry and Fire Protection (CAL FIRE) released Wildfire Prevention Grant Program - California Climate Investments funding to reduce the risk of wildland fires to habitable structures and communities, while maximizing carbon sequestration in healthy wildland habitat and minimizing uncontrolled release of emissions emitted by wildfires; and

WHEREAS, fuels reduction, which encompasses a range of forest management activities, including thinning, treating surface fuels with prescribed fire, mechanical methods, manual methods, and grazing can reduce potential fire intensity; and

WHEREAS, the County of Nevada Office of Emergency Services applied for the Wildfire Prevention Grant Program - California Climate Investments on April 5, 2023, submitting the Winter Storm Hazardous Vegetation Clean-Up Project; and

WHEREAS, the Winter Storm Hazardous Vegetation Cleanup Project will reduce the amount of fuels in the Wildland Urban Interface prior to the start of fire season thus better preparing communities that have experienced the greatest impacts from recent winter storms; and

WHEREAS on May 1, 2023, CAL FIRE awarded the grant for the Winter Storm Hazardous Vegetation Cleanup Project (5GA21159) to the County of Nevada.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Nevada, State of California, accepts the CAL FIRE California Climate Investments Wildfire Prevention Grant for the Winter Storm Hazardous Vegetation Cleanup Project (5GA21159) in the amount of \$950,000 provided by CAL FIRE for the term of May 12, 2023 through March 15, 2025, and retroactively authorizes the Director of Office of Emergency Services, to execute the Grant Agreement and all additional documents required to fulfill the requirements of the grant on behalf of the County of Nevada.

Funding:
0101-20702-414-1000 445200

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 23rd day of May, 2023, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward C. Scofield, Lisa Swarthout, Susan Hoek and Hardy Bullock.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 


Edward C. Scofield, Chair

5/23/2023 cc: OES*
AC*



DEPARTMENT OF FORESTRY AND FIRE PROTECTION

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



May 1, 2023

Alex Keeble-Toll
Nevada County Office of Emergency Services
950 Maidu Ave Suite 130
Nevada City, CA 95959

5GA21159; Winter Storm Hazardous Vegetation Clean-Up Project

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 Elsa Hucks at (530) 889-0111x127 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. Please sign, scan, and return the agreement to Bobby Nguyen at Bobby.Nguyen@fire.ca.gov no later than **May 12, 2023**.

Alternatively, you may opt to print (single sided), sign in blue ink, and return the agreement with original signature to:
CAL FIRE

Attn: Grants Management Unit/FP Grants
P.O. Box 944246
Sacramento, CA 94244-2460

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

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

Thank you,

Bobby Nguyen
Grants Analyst
Grants Management Unit

Enclosures

State of California
 Department of Forestry and Fire Protection (CAL FIRE)
 Office of the State Fire Marshal
 GRANT AGREEMENT

APPLICANT: Nevada County Office of Emergency Services
 PROJECT TITLE: Winter Storm Hazardous Vegetation Clean-Up Project
 GRANT AGREEMENT: 5GA21159

PROJECT PERFORMANCE PERIOD is from date of latter signature by CAL FIRE Deputy Director or Grantee though March 15, 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 Winter Storm Hazardous Vegetation Clean-up Project will deploy funding to ensure that 100 miles of County Roads are cleaned up, funds are provided through direct support to help highly impacted communities remove hazards from private roadways, and opportunities to dispose of green waste will be available before fire season commences.

Total State Grant not to exceed \$ **950,000.00** (or project costs, whichever is less).

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

<p>Nevada County Office of Emergency Services</p> <hr/> <p style="text-align: center;">Applicant</p>	<p>STATE OF CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION</p> <hr/>
<p>By Craig Griesbach <small>Digitally signed by Craig Griesbach Date: 2023.05.03 09:27:16 -07'00'</small></p> <hr/> <p style="text-align: center;">Signature of Authorized Representative</p>	<p>By _____</p> <hr/>
<p>Title Director of Emergency Services</p> <hr/>	<p>Title: Daniel Berlant, Deputy Director</p> <hr/>
<p>Date May 3, 2023</p> <hr/>	<p>Date _____</p> <hr/>

CERTIFICATION OF FUNDING

GRANT AGREEMENT NUMBER 5GA21159	PO ID	SUPPLIER ID
FUND 0001	FUND NAME General Fund	
PROJECT ID N/A	ACTIVITY ID N/A	AMOUNT OF ESTIMATE FUNDING \$ 950,000.00
GL UNIT N/A	BUD REF See Attached	ADJ. INCREASING ENCUMBRANCE \$ 0.00
PROGRAM NUMBER 2470010	ENY See Attached	ADJ. DECREASING ENCUMBRANCE \$ 0.00
ACCOUNT 5340580	ALT ACCOUNT 5340580000	UNENCUMBERED BALANCE \$ 950,000.00
REPORTING STRUCTURE See Attached	SERVICE LOCATION See Attached	

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

 Signature of CAL FIRE Accounting Officer

 Date

Agreement Funding Certification

State Contract #:	Project #:	Purchase Order ID#	Supplier ID#
5GA21159			
Grantee Name		Participant / Trustee	
Nevada County Office of Emergency Services			
Grant Grand Total:			\$ 950,000.00
Fund	Fund Name		
0001	General Fund		
Project ID	Activity ID	*GL Unit	Bud Ref
N/A	N/A	N/A	0011
Program Number	ENY	*Account	Alt Acct
2470010	2020	5340580	5340580000
Rptg Structure	Svc Loc		
35401002	06160		
Prior Amount Encumbered for this Agreement:			50,003.40
Projected Expenditure INCREASE Encumbrance by:			-
Projected Expenditure DECREASE Encumbrance by:			-
Amount Encumbered by this Document:			\$ 50,006.40
Fund	Fund Name		
0001	General Fund		
Project ID	Activity ID	*GL Unit	Bud Ref
N/A	N/A	N/A	001
Program Number	ENY	*Account	Alt Acct
2470010	2021	5340580	5340580000
Rptg Structure	Svc Loc		
35401001	01078		
Prior Amount Encumbered for this Agreement:			899,996.60
Projected Expenditure INCREASE Encumbrance by:			-
Projected Expenditure DECREASE Encumbrance by:			-
Amount Encumbered by this Document:			\$ 899,993.60
Fund	Fund Name		
Project ID	Activity ID	*GL Unit	Bud Ref
Program Number	ENY	*Account	Alt Acct
Rptg Structure	Svc Loc		
Prior Amount Encumbered for this Agreement:			-
Projected Expenditure INCREASE Encumbrance by:			-
Projected Expenditure DECREASE Encumbrance by:			-
Amount Encumbered by this Document:			\$ -

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, Nevada County Office of Emergency Services, hereinafter referred to as "GRANTEE".
2. The STATE hereby grants to GRANTEE a sum (hereinafter referred to as "GRANT FUNDS") not to exceed Nine Hundred Fifty Thousand Dollars (**\$950,000.00**).
3. In addition to the terms and conditions of this Agreement, the STATE and GRANTEE agree that the terms and conditions contained in the documents set forth below are hereby incorporated and made part of this agreement.
 - a. California Climate Investments Department of Forestry and Fire Protection Wildfire Prevention Grants Program Direct Award Procedural Guide 2022
 - b. The submitted Application, Scope of Work, Project Budget Workbook, GHG Emissions Workbook and Exhibits
 - c. Addendum – Wildfire Prevention Grant Projects

4. SPECIAL PROVISIONS

1. Recipients of GRANT FUNDS pursuant to California Public Resources Code Section 4124.5 shall abide by the provisions in this Agreement. This includes the requirement that work shall not commence prior to the execution of this Agreement by both parties. Any work started prior to the execution of this Agreement will not be eligible for funding under the terms of this Agreement.
2. As precedent to the State's obligation to provide funding, GRANTEE shall provide to the STATE for review and approval a detailed budget, specifications, and project description. Approval by the STATE of such plans and specifications, or any other approvals provided for in this Agreement, shall be for scope and quality of work, and shall not relieve GRANTEE of the obligation to carry out any other obligations required by this Agreement, in accordance with applicable law or any other standards ordinarily applied to such work or activity.
3. All informational products (e.g., data, studies, findings, management plans, manuals, photos, etc.) relating to California's natural environment produced with the use of GRANT FUNDS shall be available for public use.

III. GENERAL PROVISIONS

1. Definitions

- a. The term "Agreement" means grant agreement number 5GA21159.
- b. The term "GRANT FUNDS" means the money provided by the STATE to the GRANTEE in this Agreement.
- c. The term "GRANTEE" means an applicant who has a signed Agreement for the award for GRANT FUNDS.
- d. The term "Other Sources of Funds" means all matching fund sources that are required or used to complete the Project beyond the GRANT FUNDS provided by this Agreement.
- e. The term "STATE" means the State of California, Department of Forestry and Fire Protection (CAL FIRE).
- f. The term "Project" means the development or other activity described in the "Project Scope of Work".
- g. The term "Project Budget Detail" as used herein defines the approved budget plan.
- h. The term "Project Scope of Work" as used herein means the individual scope of work describing in detail the approved tasks.

2. Project Representatives

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

STATE: CAL FIRE	GRANTEE: Nevada County Office of Emergency Services
Section/Unit: NEU - Nevada-Yuba-Placer Unit	Section/Unit: N/A
Attention: Elsa Hucks	Attention: Alex Keeble-Toll
Mailing Address: 13760 Lincoln Way Auburn, CA 95603	Mailing Address: 950 Maidu Ave Suite 130 Nevada City, CA 95959
Phone Number: (530) 889-0111x127	Phone Number: (530) 470-2521
Email Address: Elsa.Hucks@fire.ca.gov	Email Address: alex.keeble-toll@nevadacountyca.gov

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

3. Project Execution

- a. Subject to the availability of grant monies, the STATE hereby grants to the GRANTEE a sum of money (GRANT FUNDS) not to exceed the amount stated on Section I. RECITALS, Paragraph 2 in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of the Project in this Agreement and its attachments and under the terms and conditions set forth in this Agreement.
- b. GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the Project. Any amendment to the Project as set forth in the Application on file with the STATE must be submitted to the STATE for approval in writing. No amendment is allowed until written approval is given by the STATE.
- c. GRANTEE shall complete the Project in accordance with the time of Project performance set forth in this Agreement, unless an amendment has been approved and signed by the STATE under the terms and conditions of this Agreement. Amendments must be requested in advance and will be considered in the event of circumstances beyond the control of the GRANTEE, but in no event less than 90 days from the Agreement expiration date and in no event less than 60 days before the

effective date of the amendment. Approval of amendment is at the STATE's discretion.

- d. GRANTEE certifies that the Project Scope of Work complies with all local, State, and federal laws and regulations.
- e. GRANTEE shall comply with the California Environmental Quality Act (CEQA) (Public Resources Code, Section 21000, et. seq. Title 14, California Code of Regulations, Section 15000 et. seq.) and all other local, State, and federal environmental laws. A copy of the certified CEQA document must be provided to STATE before any GRANT FUNDS are made available for any Project activity that could directly impact the environment (e.g. cutting, piling or burning bush, masticating, dozer work, etc.). CEQA compliance shall be completed within 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. 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 Wildfire Prevention Grants Program Direct Award Procedural Guide 2022.
- e. GRANT FUNDS in this Agreement have a limited period in which they must be expended. All GRANTEE expenditures must occur prior to the end of the Project performance period of this Agreement.
- f. Except as otherwise provided herein, GRANTEE shall expend GRANT FUNDS in the manner described in the Project Budget Detail approved by the STATE. The dollar amount of an item in the Project Budget Detail may be increased or decreased by up to ten percent (10%) of the budget item through reallocation of funds from another item or items, without approval by the STATE; however, GRANTEE shall notify the STATE in writing in project progress reports when any such reallocation is made, and shall identify both the item(s) being increased and those being decreased. Any increase or decrease of an item of more than ten percent (10%) of the budget item must be approved in writing by the STATE before any such increase or decrease is made. A formal approved amendment is required to increase the total amount of GRANT FUNDS.
- g. GRANTEE shall promptly submit any and all records at the time and in the form as the STATE may request.

- h. GRANTEE shall submit each invoice for payment electronically to both the appropriate CAL FIRE Project Representative as identified in Item 2 and Northern Region Email Address (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.

5. Budget Contingency Clause

- a. If STATE funding for any fiscal year is reduced or deleted for purposes of the Fire Prevention 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 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 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 proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent

or intentional acts or omissions of GRANTEE, its officers, agents, or employees. The duty of GRANTEE to indemnify and hold harmless includes the duty to defend as set forth in Civil Code Section 2778. This Agreement supersedes GRANTEE's right as a public entity to indemnify (see Government Code Section 895.2) and contribution (see Government Code Section 895.6) as set forth in Government Code Section 895.4.

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

11. Tort Claims

FEDERAL:

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

STATE:

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

12. Nondiscrimination

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

13. Conflict of Interest

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

14. Incorporation

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

15. Severability

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

16. Waiver

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

17. Assignment

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

ADDENDUM – WILDFIRE PREVENTION GRANT PROJECTS

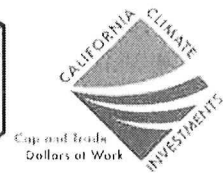
I. PROGRAM ACKNOWLEDGEMENT/RECOGNITION

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

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

California Department of Forestry and Fire Protection (CALFIRE)
California Climate Investments
Fire Prevention Program Grant Application
Fiscal Year 2021-22 Funding Opportunity



Please request a Project Tracking # for each separate application by following the instructions in the 2021-22 California Climate Investments (CCI) Grant Guidelines on the Fire Prevention Grants Web Page. Submit the application and all supporting materials to the SharePoint folder assigned to your tracking number **no later than 3:00pm PT on February 9, 2022**. Up to \$120 million is being allocated to CAL FIRE's Fire Prevention Grants Program in Fiscal Year 2021-2022 from the CCI Greenhouse Gas Reduction Fund (GGRF) and General Fund.

Please note: Items marked in red are required.

1. **Project Tracking #:** 21-CNR-NEU-053

Project Name/Title: Winter Storm Hazardous Vegetation Clean-Up Project

County: Nevada

CAL FIRE Unit/Contract County: NEU - Nevada-Yuba-Placer Unit

(Please use this 3-letter Unit Identifier for file naming. See item 14.)

CalMAPPER ID:

(If you have an existing CalMAPPER ID related to the project please supply it in the appropriate box. If you do not have an existing CalMapper ID, it is **NOT required**.)

2. **Organization Type:** County If Other, please specify:

If Non-Profit, are you a registered 501(c)(3)? Yes No

3. **Sponsoring Organization:** Nevada County Office of Emergency Services (OES)

Project Manager Title: Senior Administrative Analyst

First Name: Alex

Last Name: Keeble-Toll

Address Line 1: 950 Maidu Avenue

Address Line 2: Suite 130

City: Nevada City

State: California

Zip Code: 95959

Phone Number: (530) 470-2521

Secondary Phone Number: (530) 265-1583

Email Address: alex.keeble-toll@nevadacountyca.gov

Fax Number:

Tracking #: 21-CNR-NEU-053

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Project Name: Winter Storm Hazardous Vegetation Clean-Up Project

4. For which primary activity is funding being requested? Hazardous Fuels Reduction

5. Project Completion Date: 12/31/2023

If your project is expected to be completed earlier than March 15, 2026, please include a date here. Otherwise, leave blank. Please use MM/DD/YYYY format.

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

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

THP ID Number:

7. **Community at Risk:** Is the project associated with a community that is listed as a Community at Risk? See the list of Communities at Risk on the Office of the State Fire Marshal web page.

Yes

No

Number of Communities in the project area: 16

8. **Disadvantaged/Low Income Community:** Is the project associated with a low-income community that is listed as a Community at Risk? See the information on Priority Population Investments on the California Air Resources Board web page.

Yes

No

If Yes, select all that applies:

Disadvantaged

Low Income

Both

Buffer Zone

Tracking #: 21-CNR-NEU-053

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Project Name: Winter Storm Hazardous Vegetation Clean-Up Project

9. Federal Responsibility Area: Does your project/activity include work on Federal Lands that might require a National Environmental Policy Act (NEPA) document, or use a framework similar to Good Neighbor Authority?

Yes

No

If Yes, please select all that apply:

Good Neighbor Authority

National Environmental Policy Act

Does your project/activity include work on Tribal Lands:

Yes

No

If yes, how many acres?

10. Project Area Statistics: For all projects, provide an estimate of the Project Influence Zone (PIZ) acres and the Treatment Influence Zone (TIZ) acres.

PIZ - The Project influence Zone (PIZ) is the broad geographic area encompassing the neighborhoods or communities that the grant proposal is designed to protect with fuel reductions, public education, or planning activities. This can be the sum of all treatment areas or could include a buffer area around the planning/public education target. Please keep the PIZ from encompassing an overly large area, unless benefits are clearly defined in the Scope-of-Work.

TIZ - Treatments are areas within a PIZ, where on-the-ground activities are accomplished (e.g. hazard fuel reductions, shaded fuel breaks, masticating, etc.). There can be multiple discrete Treatment areas associated with a PIZ. Some projects (e.g. Planning & Public Education) may NOT have treatment areas.

	LRA	FRA	SRA
Project Influence Zone (PIZ)	10,308.00	60,735.00	303,459.00
Treatment Influence Zone (TIZ)			

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Project Name: Winter Storm Hazardous Vegetation Clean-Up Project

11. Project Budget: Please include a discussion of the project budget in the Scope of Work and enter the total Amount of award requested below.

Budget Item	Amount
Grant Funding Requested (\$)	950,000.00

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

Please indicate the CEQA document type (For planning, education and other projects that are exempt from CEQA, select "Not Applicable"):

Not Applicable

Document Identification Number:

13. Have you applied for or received any other CAL FIRE Grants for this project?

Yes

No

If yes, please identify the other CAL FIRE grant program and how the additional grant will be or is being applied to this project.

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Project Name: Winter Storm Hazardous Vegetation Clean-Up Project

14. Application Submission:

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

Use the table below as a tool to make sure you have all documents ready prior to submitting the application.

Replace "XXXX" in the file name with the project's ID Number. Replace "UUU" in the file name with the 3-letter identifier for the Unit where the project is located. Unit identifiers are listed in the instructions for this application form.

Attachments	File Name
<input checked="" type="checkbox"/> Application Form (.pdf)	21-CNR-NEU-053-Application.pdf
<input checked="" type="checkbox"/> Scope of Work (.doc)	21-CNR-NEU-053-SOW.doc
<input checked="" type="checkbox"/> Project Budget (.xls)	21-CNR-NEU-053-Budget.xls
<input checked="" type="checkbox"/> Project Map (.pdf)	221-CNR-NEU-053-MAP.pdf
<input type="checkbox"/> Articles of Incorporation (.pdf) - Applies to Non-Profits only	Not Applicable
<input type="checkbox"/> Mapping	Create a Geo Point & Polygon web link

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



Original Signature Required: Grantee's Authorized Representative

04/05/2023

Date Signed

Craig Griesbach

Printed Name

Director, OES

Title

Executed on: 4/5/2023

Date

at

Nevada City

City

Please fill out this form completely. Be sure to save a copy of this form and all attachments for your records. Submit the application and all supporting materials to the SharePoint folder assigned to your tracking number **no later than 3:00pm PT on February 9, 2022**. Please submit the documents as early as possible to avoid unanticipated issues. **Applications submitted or modified in the SharePoint folder after this date will be considered late.** Access to SharePoint after the due date may be revoked.

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Project Name: Winter Storm Hazardous Vegetation Clean-Up Project



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



Project Name: Winter Storm Hazardous Vegetation Clean-Up Project

Project Tracking Number: 21-CNR-NEU-053

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

In rural, forested Nevada County 92% of residents live in high to very high fire hazard severity zones. Fire prevention experts, local government leaders, and the public at large agree that the single most significant threat facing this community during wildfire is evacuation. Nevada County has more than 2,800 miles of road, the majority of which are privately owned. Private roads are the first leg of the evacuation route that most Nevada County residents will need to navigate during wildfire and function as the main arteries in for first responders. These private roadways feed onto County maintained roads, of which the Nevada County Department of Public Works (DPW) maintains 562 miles of roadway. **The Winter Storm of 2023 has significantly increased the volume of hazardous vegetation on roadways and around homes.**

Without resources to remove trees and other vegetation, the County of Nevada and individual communities with private roadways that were hard hit by snow and downed trees will be unable to clean-up critical evacuation routes and will thus be without safe options for egress during wildfire. Furthermore, without access to expanded community green waste event programming, residents across the County will be without a viable means to remove and dispose of hazardous vegetation and storm debris.

The *Winter Storm Hazardous Vegetation Clean-up Project* will deploy funding to ensure that 100 miles of County Roads are cleaned up, funds are provided through direct support to help highly impacted communities remove hazards from private roadways, and opportunities to dispose of green waste will be available before fire season commences.

A. Scope of Work

This item is broken into project specific criteria depending on the type of project being proposed: **Wildfire Prevention Planning, Wildfire Prevention Education or Hazardous Fuels Reduction.**

Section 1: Hazardous Fuels Reduction

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

The geographic scope of this project is all of Nevada County. Nevada County's population is just over 100,000 residents who reside in approximately 53,186 housing units (US Census v 2016) situated across 978 square miles of diverse and rugged rural lands in the northern section of the Sierra Nevada Range. In the unincorporated areas of Nevada County, approximately 28,000 parcels are located within the WUI as defined by the Community Wildfire Protection Plan (CWPP). According to CAL FIRE, Nevada County has over 25,000 structures in the State Responsibility Area, which is the 5th highest county in CA.

All communities in Nevada County will benefit from this project and most communities are at risk to wildfire as identified in *"Wildland Urban Interface Communities Within the Vicinity of Federal Lands That Are at High Risk From Wildfire,"* issued by the Secretary of Agriculture and the Secretary of the Interior in accordance with title IV of the Department of the Interior and Related Agencies Appropriations Act, 2001 (114 Stat. 1009) (66 Fed. Reg. 753, January 4, 2001) including: Alta Hill, Alta Sierra, Cedar Ridge, Cherokee, Cherry Creek Acres, Chicago Park (Pinecrest), Donner, Floriston, Forest Knolls - Banner Mountain, French Corral, Glenbrook, Glenshire-Devonshire, Gold Flat, Grass Valley, Higgins Corner (Wolf), Hirschdale, Hobart Mills, Kingvale, La Barr Meadows, Lake City, Lake of the Pines, Lake Wildwood, Mooney Flat Nevada City, Newtown, Norden, North Bloomfield, North Columbia, North San Juan, Peardale, Penn Valley, Prosser Lakeview Estates, Red Dog, Rough and Ready (Bitney Corner), Sherwood Forest, Soda Springs, Sweetland, Truckee, Union Hill, Washington, Willaura Estates, Willow Valley - Cascade Shores, and You Bet.

According to the State of California, the same communities and an additional 5 are also considered at risk from wildfire: <https://osfm.fire.ca.gov/divisions/community-wildfire-preparedness-and-mitigation/fire-plan/communities-at-risk/#n> The additional 5 communities include Kingvale, Lake of The Pines, Newtown, Norden, and North San Juan.

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

The overarching goal of this project is to support recovery from the Winter Storm of 2023.

The objectives are to ensure that County and privately maintained roads are cleared of hazardous fuels in advance of wildfire season and that residents can dispose of green waste removed from lands under their stewardship.

In sum these activities will result in the outcome of increased wildfire resilience such that the residents of Nevada County have safe means of egress in the event of evacuation, that first responders have safe means of ingress, and that residences will be more defensible.

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

Consensus among planning efforts to address the wildfire hazard in Nevada County through fuels reduction efforts are contained in the Nevada County Local Hazard Mitigation Plan Update (2017), the CAL FIRE Nevada-Yuba-Placer Unit Strategic Plan (2022) and the Nevada County Community Wildfire Protection Plan (2016). Vegetation management, landowner assistance, and evacuation route improvements are stated as priorities in each plan. The NEU Strategic Plan specifically calls out the creation of defensible space around structures as the most important thing residents can do to reduce wildfire risk. Secondary to this effort is applying stewardship responsibility across the entirety of land ownership(s). Roadside vegetation maintenance is another key factor in reducing wildfire risk as major transportation corridors are associated with increased vehicle ignitions.

The *Winter Storm Hazardous Vegetation Clean-Up Project* will reduce the risks associated with wildfire to habitable structures by (1) reducing the potential for vehicle ignition along roadways through the removal of hazardous storm debris; and (2) by providing residents with expanded free green waste disposal, thus facilitating efforts by individual property owners to create and maintain defensible space.

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

Community lifelines across Nevada County will benefit from this proposed project. These include phone and powerlines, drinking water and Nevada Irrigation District's conveyance systems, transportation corridors, and evacuation routes. Additionally, critical infrastructure such as the regionally significant CAL FIRE and Tahoe National Forest 24/7 Interagency Emergency Command Center (ECC) which is co-located with the Nevada County Airport will be protected. The ECC is one of the state's six command centers which facilitates the expeditious movement of resources during fire emergencies and calls for medical service. Resources include air attack support in the form of helicopters, very large air tankers, and tactical aircraft which provide life-saving fire suppression support through intelligence gathering and fire-retardant drops.

Additional critical assets include fire stations, schools, Pacific Gas & Electric substations, and two hospitals. The project increases protection to the City of Grass Valley, the City of Nevada City, and the Town of Truckee, all of which have been designated as California Cultural Districts and are widely known for historic and irreplaceable downtown areas featuring iconic landmarks built during the Gold Rush over 150 years ago. Several historic parks on the National Register of Historic Places including Empire Mine State Historic Park and Malakoff Diggins State

Historic Park as well as Donner Memorial State Park will benefit from the *Winter Storm Hazardous Vegetation Clean-Up Project* as well.

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

Storm debris along County and privately maintained roads will be chipped and broadcast (to a depth not to exceed 4 inches) where feasible, or will be chipped and hauled. Green waste generated through the free community events will be offered back to the community post-processing as free local mulch/soil amendment. Leftover material will be transported to a biomass facility to reduce greenhouse gas emissions. Specifically, material will be trucked to the closest facility, located approximately 40 miles from West Nevada County (Rio Bravo-Rocklin).

B. Degree of Risk

1. Discuss the location of the project in relation to areas of moderate, high, or very high fire hazard severity zone as identified by the latest Fire and Resource Assessment Program maps. Fire hazard severity zone maps by county can be accessed at:

http://www.fire.ca.gov/fire_prevention/fire_prevention_wildland_zones_maps.php

This project serves all of Nevada County where 92% of residents live in high to very high fire hazard severity zones (VHFHSZs). This state-level determination is consistent with the National Cohesive Wildland Management Strategy which maps almost all of Nevada County as high risk and the Nevada County Local Hazard Mitigation Plan Update (2017) which states that wildland fire is the most significant natural hazard.

2. Describe the geographic proximity of the project to structures at risk to damage from wildfire.

Nevada County's population of 102,240 resides in 53,186 housing structures (US Census v 2016) spread across a landscape of 974 square miles that ranges in elevation from 100 feet to 10,000 feet. In the unincorporated areas of Nevada County, approximately 28,000 parcels are located within the WUI as defined by the 2016 Nevada County Community Wildfire Protection Plan (CWPP). Moreover, according to Cal Fire, Nevada County has over 25,000 structures in the State Responsibility Area, which is the 5th highest county in California. All structures in Nevada County are at risk to damage from wildfire and the *Winter Storm Hazardous Vegetation Clean-up Project* has a county-wide scope.

Many of the structures at risk are located within low-income or disadvantaged communities, making damage from wildfire even more problematic. County of

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Nevada is home to six low-income communities as defined by the U.S Census. These communities are found in Census Tracts 6057000105, 6057000104, 6057000900, 6057000502, 6057000501, and 6057000600. Low-income census tracts are primarily located around Alta Sierra, Grass Valley, North San Juan, and Washington. See www.census.gov/geographies/reference-maps/2020/geo/2020pl-maps/2020-census-tract.html.

The California Department of Water Resources (DWR) defines a disadvantage community as a community where the annual median household income (MHI) is less than 80% of the Statewide annual MHI (PRC Section 75005(9)), while a "Severely Disadvantaged Community" is one where the annual MHI is less than 60% of the Statewide annual MHI. See <https://gis.water.ca.gov/app/dacs/>. Nevada County has two severely disadvantaged communities that will benefit from this project - Grass Valley (MHI: \$35,544), North San Juan (MHI: \$27,500) – and three communities with MHI's just over the threshold for severely disadvantaged that will benefit - Penn Valley (MHI: \$40,668), Rough and Ready (MHI: \$40,821), and Nevada City (MHI: \$43,720).

C. Community Support

1. Does the project include any matching funds from other funding sources or any in-kind contributions that are expected to extend the impact of the proposed project?

While this project does not include matching funds, project outcomes will be significantly elevated by the diligent work of Firewise Communities, Road Associations, and individual landowners, all of whom are anticipated to log extensive "sweat equity" hours working to remove storm debris from private roads and their own properties. In particular, Task 4 (East County Green Waste) and Task 5 (West County Green Waste) rely on in-kind contributions to extend impact as residents are expected to gather, haul, and unload hazardous vegetation under their own volition at the free community drop-off events. Task 4 and Task 5 leverage and extend funds already committed to green waste events in Nevada County by Fire Safe Council of Nevada County (via a CAL FIRE grant) and by Nevada County Office of Emergency Services.

2. Describe plans for external communications during the life of the project to keep the effected community informed about the goals, objectives, and progress of the project. Activities such as planned press releases, project signage, community meetings, and field tours are encouraged.

External communications will be a critical piece of this project which will engage project participants as well as the broader public at large. The intent, motive, and purpose of this project will be described at a Board of Supervisor's Meeting when the grant funds are accepted. This will be coupled with a press release provided to local news outlets, social media, and interviews on local radio to apprise residents in both

East and West Nevada County of the resources being deployed to support local recovery from the Winter Storm of 2023. A Graphic Design Consultant will be hired to produce relevant media assets and will design and procure project signage to post along private roads served under *Task 3: Private Road Debris Removal, Direct Support*.

County of Nevada Office of Emergency Services will leverage our existing bi-weekly Virtual Office Hours platform as well as our Quarterly Wildfire Stakeholder Meetings to provide project updates and offer a forum for residents and Firewise Community leaders as well as key stakeholders working on wildfire mitigation across the County to ask questions and learn more about the project. The OES County Wildfire Coordinator will initiate targeted outreach to communities known to be significantly impact by the Winter Storm of 2023 to facilitate robust engagement in in Task 3. Communities identified as targets for this outreach include North Bloomfield, Cascade Shores, Banner Mountain, Greenhorn, and You Bet.

All external communications about this project, including printed materials will clearly display, identify, and label themselves as being funded by CAL FIRE. Acknowledgements will contain the CAL FIRE logo, required statement, California Climate Investments (CCI) boilerplate, and CAL FIRE and CCI logos per the stipulations associated with this funding source.

3. Describe any plans to maintain the project after the grant period has ended.

County of Nevada Department of Public Works will be responsible for maintaining outcomes on County Roads following the end of the grant period while the sweat-equity and stewardship of Nevada County's 89 Firewise Communities will be leveraged to maintain outcomes on private roads and defensible space on individually owned parcels.

County of Nevada maintains 562 miles of roadway, and an additional 50+ miles in road maintenance districts such as County Service Areas and Permanent Road Divisions. Roadway maintenance for the County system includes pothole repair, crack sealing, minor drainage maintenance and improvements, surface treatments, overlay improvements, striping maintenance, snow removal, fallen tree removal, and roadside brush clearing, i.e. maintaining 10 horizontal feet on either side of the right of way, and 15 vertical feet, clear of ladder fuels. On average, without the assistance of grants, the County has existing funding to clear between 50-70 miles of roadway a year. At this pace, the County can treat and maintain all 560 miles every 8 to 11 years.

As part of Task 6 (Community Engagement) of this project, County of Nevada will educate residents about the importance of maintaining defensible space and will connect them with resources to support these activities after the grant period has ended.

Existing resources may include:

- Coordination of neighborhood or road associations for quarterly work parties.
- Participation in local Firewise Communities.
- Renting roll off dumpsters from Waste Management for seasonal yard waste and storm debris disposal.
- Conducting seasonal residential burn piles.
- Renting chippers for work on private property or along roads.
- Hiring qualified vendor.

4. Does the proposed project work with other organizations or agencies to address fire hazard reduction at the landscape level?

The proposed *Winter Storm Hazardous Vegetation Clean-Up Project* represents a coordinated effort across two departments within County of Nevada (Office of Emergency Services and Department of Public Works) and collaboration with external partners including Fire Safe Council of Nevada County, Town of Truckee, and Truckee Fire Protection District. Furthermore, this project works with and relies on the place-based communication networks of the 89 NFPA Certified Firewise Communities across Nevada County who support in spreading the word and extensively leveraging the free Community Green Waste Events held in both East and West County.

D. Project Implementation

1. Discuss the anticipated timeline for the project. Make sure to take seasonal restrictions into account.

Assuming awards are announced in April 2023, OES will bring the grant agreement to the Board of Supervisors immediately for fund acceptance and to begin work. BOS meetings are scheduled for April 18 and April 25. A firm will be contracted to complete storm debris/hazardous vegetation removal on 100 miles of heavily impacted County Roads and a firm will be contracted to complete storm debris/hazardous vegetation removal on heavily impacted Private Roads. Funding obligated through this project will be immediately applied to support already planned Community Green Waste Events in both East and West Nevada County. The Office of Emergency Services will work with a Graphic Designer to immediately deploy outreach and engagement tactics leveraging already established platforms and networks. Time is critical for the success of this project as it is imperative that roadways be cleared, and defensible space be created/hazardous vegetation removed from individual parcels immediately and before temperature warm, storm debris dries out, and fire season begins.

2. **Verify the expected time frames to complete the project will fall under the required completion dates depending on the source of the funds awarded.**

This project will be completed by December 31, 2023. Thus the project timeline falls within the required completion date as required per the source of the funds awarded.

3. **Using bullets, list the milestones that will be used to measure the progress of the project.**

Milestones:

TASK 1: Grant Administration and Project Management

- Board of Supervisors to accept and execute the grant agreement immediately following grant award.
- Quarterly Financial Reports to be submitted within 30 days of the end of every calendar quarter.
- Quarterly Progress Reports to be submitted within 30 days of the end of every calendar quarter.
- Final Financial Reports to be submitted within 30 days of the project completion date.
- Final Report to be submitted within 30 days of the grant expiration and simultaneous with Final Financial Report.
- Request for Proposals/firm contracted to complete storm debris/hazardous vegetation removal on County Roads immediately following grant award.
- Request for Proposals/firm contracted to complete storm debris/hazardous vegetation removal on County Roads immediately following grant award.
- Contract with Fire Safe Council of Nevada County to expand green waste programming executed immediately following grant award.
- Graphic Designer contracted with to produce outreach and engagement assets immediately following grant award.

TASK 2: County Road Debris Removal

- Contracted firm to remove debris on 100 miles of County Roads within 6 months of grant award under the direction of DPW.

TASK 3: Private Road Debris Removal, Direct Support

- OES to identify point of contact and conduct directed outreach to each of five impacted communities (North Bloomfield, Cascade Shores, Banner Mountain, Greenhorn, and You Bet).
- Impacted communities to identify a minimum of one priority private road for treatment per impacted community.
- Contracted firm to remove debris on minimum of 30 miles of Private Roads within 6 months of grant award under the direction of OES.

TASK 4: East County Green Waste

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- OES to provide direct support to already planned community green waste events allowing for (1) an increase in volume of materials accepted/processed and/or (2) an increase in number of days of programming offered during first 4 months of grant award.

TASK 5: West County Green Waste

- OES to provide direct support to already planned community green waste events allowing for (1) an increase in volume of materials accepted/processed and/or (2) an increase in number of days of programming offered during first 4 months of grant award.

TASK 6: Community Engagement

- Press release sent to the local media and promote on Nevada County OES’s website and social channels like NextDoor, Facebook, Twitter, and Instagram within 1 day of fund acceptance and grant agreement execution by Board of Supervisors.
- Project materials developed within 15 days of grant award, complete with required statements, boilerplate language, and logos and update across life of the project.
- Project webpage developed within 15 days of grant award, complete with required statements, boilerplate language, and logos and update across life of the project.
- Project updates quarterly at Virtual Office Hours and Quarterly Wildfire Stakeholder Meetings, April-December.
- Earned media radio interviews regarding the project and its benefits across the life of the project.

4. Using bullets, list the measurable outcomes (i.e., project deliverables) that will be used to measure the project’s success.

TASK 1: Grant Administration and Project Management

- Quarterly Reports Submitted: 4
- Invoices and Back-Up Documentation Submitted: Life of Project
- Final Reports Submitted: 1
- Final Invoice Submitted: 1
- Request for Proposals Released: 2

TASK 2: County Road Debris Removal

- List of road segments comprising 100 miles of County Roads with storm debris/hazardous vegetation abated.
- Before and After Photos.

TASK 3: Private Road Debris Removal, Direct Support

- List of road segments identified for treatment in priority communities of North Bloomfield, Cascade Shores, Banner Mountain, Greenhorn, and You Bet.

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- Before and After Photos.

TASK 4: East County Green Waste

- List of number of residents served.
- List of days of programming provided.
- Event photographs.
- Quantity of green waste material received.
- Quantity of free mulch/chips provided.
- Quantity of material disposed of at biomass facility.

TASK 5: West County Green Waste

- List of number of residents served.
- List of days of programming provided.
- Event photographs.
- Quantity of green waste material received.
- Quantity of free mulch/chips provided.
- Quantity of material disposed of at biomass facility.

TASK 6: Community Engagement

- Number of Project Updates at Virtual Office Hours: 6
- Number of Project Updates at Quarterly Wildfire Stakeholder Meetings: 2
- Project Website.
- Press Releases: 3
- Media Interviews: 3
- Social Media Posts: 15

5. If applicable, how will the requirements of the California Environmental Quality Act (CEQA) be met?

The project is categorically exempt per Section 15301 of the California Environmental Quality Act (CEQA). A determination will be filed prior to the start of work.

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

There are not any existing forest or land management plans; Conservation Easements; Covenant, Conditions & Restrictions (CC&R's); matters related to zoning; use restrictions, or other factors that can or will limit the wildfire prevention proposed activity to the knowledge of the County of Nevada.

E. Administration

- 1. Describe any previous experience the project proponent has with similar projects. Include a list of recent past projects the proponent has successfully completed if applicable. Project proponents having no previous experience with similar projects should discuss any past experiences that may help show a capacity to successfully complete the project being proposed. This may include partnering with a more experienced organization that can provide project support.**

The County of Nevada has extensive experience in applying for and successfully managing grants, including private, state, and federal grants, maintaining a stellar track record of successful outcomes, completion, and compliance. The Nevada County Office of Emergency Services (OES) specifically secures and manages major state and federal grants and prides itself on the timely completion of grant funded projects while reaching desirable milestones. Nevada County OES regularly applies for, receives, and manages the Emergency Management Performance Grant and the Homeland Security Grant. Other recent large grants OES has secured include:

Ponderosa West

Funder: CAL FIRE

Grant Agreement #: 5GG18114

Amount: \$2,536,477 + \$1,000,000 in a separate contract

Description: 1,200-acre shaded fuel break (fuels management defense zone) adjacent to Grass Valley on both private and Nevada County maintained lands.

Timeline: Closed March 15, 2022

South County Shaded Fuel Break

Funder: CAL FIRE

Grant Agreement #: 5GG20116

Amount: \$952,610

Description: 339-acre, 150-foot-wide roadway shaded fuel break. Runs east-west on Lodestar Road to Buck Mountain Road between state Highway 49 and Dog Bar Road. Project identifies FSC as the project partner.

Timeline: January 11, 2022-March 15, 2025

County Coordinator

Funder: California Firesafe Council

Grant Agreement #: 21CALFIRE 370779

Amount: \$175,000

Description: To educate, encourage, and develop county-wide collaboration and coordination among wildfire mitigation groups, connecting these groups with county-level emergency management officials, collaborating on wildfire mitigation projects of county-wide importance.

Timeline: November 15, 2021-May 31, 2022

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Access and Functional Needs - 4353

Funder: FEMA HMGP

Grant Agreement #: DR-4353-0230033R

Amount: \$516,273.75 (federal); \$172,091.25 (non-federal share); \$34,418.25 (Mgmt Cost) = \$722,783.25 (total)

Description: Defensible space treatment completed on 78 properties; 400 plus homes qualified for treatment in Phase II

Timeline: July 13, 2021-April 2, 2023

Access and Functional Needs - 4344

Funder: FEMA HMGP

Grant Agreement #: DR-4353-0230033R

Amount: \$498,167.29 (federal); \$166,055.76 (non-federal share) = \$664,223.05 (total)

Description: Defensible space treatment completed on 45 properties; 365 homes qualified for treatment in Phase II.

Timeline: May 14, 2021-April 2, 2023

Ponderosa West Grass Valley Defense Zone Extension

Funder: USDA Forest Service, Pacific Southwest Region, Fire and Aviation Management

Grant Agreement #: 22-DG-11052012-133

Amount: \$750,000

Description: To complete treatment on 600 acres of private land. Local match of \$750,000.

Timeline: FY22 (July 1, 2022-June, 30, 2024)

Woodpecker Ravine Shaded Fuel Break

Funder: CAL FIRE

Grant Agreement #: 5GG1227

Amount: \$2,178,004

Description: To complete 410 acres of shaded fuel break treatment in an area flanked by critical evacuation corridors (Highway 49, Highway 174).

Timeline: August 2022-March 15, 2026

Nevada County Evacuation Route Planning

Funder: California Firesafe Council (via Cal Fire)

Grant Agreement #: 5GG21105

Amount: \$135,422

Description: To complete wildfire and traffic modeling to develop an Evacuation Route Improvement Plan. Will pair evacuation planning with community education to make egress routes safer and evacuations smoother.

Timeline: July 2022-March 15, 2024

OES reviews and ensures collaboration with agency plans such as the California Strategic Fire Plan, the local CAL FIRE Nevada-Yuba-Placer Strategic Plan, and other national, state, local level emergency plans. Additionally, the Office of Emergency Services has a strong partnership with Fire Safe Council of Nevada County and the Coalition of Firewise Communities. All grant applications countywide are approved by the CEO's office, and fiscal alignment monitored and supported by the Auditor/Controller.

- 2. Identify who will be responsible for tracking project expenses and maintaining project records in a manner that allows for a full audit trail of any awarded grant funds.**

The Office of Emergency Services, under the Information and General Services Agency of Nevada County will track project expenses and maintain project records in a manner that allows for a full audit trail of any awarded grant funds.

F. Budget

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

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

If awarded, grant funds will be spent on County of Nevada Staff Time for Grant Administration and Project Management (Task 1), to oversee County Road Debris Removal (Task 2), Private Road Debris Removal (Task 3), East Nevada County Green Waste (Task 4), and West Nevada County Green Waste (Task 5) activities, and to spearhead Community Engagement (Task 6). Contracts with professionals who will implement the project will also be executed. OES foresees contracting with a firm or team of individuals to complete the debris removal activities, Fire Safe Council of Nevada County to support expanded green waste programming, and a Graphic Design consultant. No equipment grant funds are requested. In sum, grant funds will support the implementation of debris removal along 100 miles of County Roads, direct support to remove debris along private roads, and expanded community access to green waste on both sides of the County.

- 2. Are the costs for each proposed activity reasonable for the geographic area where they are to be performed? Identify any costs that are higher than usual and explain any special circumstances within the project that makes these increased costs necessary to achieve the goals and objectives of the project.**

The costs for the proposed activities are based on similar projects completed in the area. County of Nevada Salaries and Wages and Employee Benefits are based on actual costs and quantity of hours is based on similar projects and activities completed and/or underway. Contractual line items are based on similar projects completed. Per road-mile treatment costs account for resource saturation and foreseeable variance in treatment type based on the nature of the work proposed. Graphic Design is included under Other Costs to ensure that the visibility of this important work is elevated. Costs associated with these items are based on similar work that County of Nevada is currently engaged in.

3. Is the total project cost appropriate for the size, scope, and anticipated benefit of the project?

The total project cost is appropriate for the size, scope, and anticipated benefit of the project. Development of the budget relied on outcomes of projects recently completed and/or underway to accurately assess true and reasonable cost. This included analysis of the Storm Debris/Stockpile and Tree Removal Project (21-CNR-NEU-026) awarded by CAL FIRE last year in the wake of the 2021-2022 Winter Storm.

4. Using bullets please list each object category amount that you are requesting and the detail of how that would support meeting the grant objectives.

- **Salaries and Wages:** \$31,642.25

- OES Senior Administrative Analyst: 140 hours @ \$46.45/hour
- DPW Principal Civil Engineer: 80 hours @ \$80.58/hour
- DPW Assistant Engineer: 270 hours @ \$48.24/hour
- OES Administrative Analyst 2: 145 hours @ \$39.09/hour

County of Nevada staff (OES Senior Administrative Analyst, DPW Principal Civil Engineer, DPW Assistant Engineer) will oversee the implementation of debris removal along 100 miles of County Roads, direct support to remove debris along private roads, and expanded community access to green waste on both sides of the County. This will entail going out to bid for and hiring vendors as applicable, managing storm debris/hazardous fuel removal contractors, managing expanded green waste programming vendors, scheduling debris removal on County and Private Roads, managing invoicing and requests for reimbursement, completing grant reporting, maintaining photo-documentation of before and after treatment, and quality validation.

County of Nevada Staff (OES Administrative Analyst 2) will furthermore work to communicate this project to the public and media, coordinating Virtual Office Hours and Quarterly Wildfire Stakeholder Meeting updates on the project, developing a webpage for updates, participating in public engagement meetings

by request, and ensuring that the community is aware of green waste opportunities and the work that is being done to remove storm debris from both County and Private Roads.

- **Employee Benefits:** \$21,050.30

OES Senior Administrative Analyst: 140 hours @ \$29.16/hour
DPW Principal Civil Engineer: 80 hours @ \$48.80/hour
DPW Assistant Engineer: 270 hours @ \$34.83/hour
OES Administrative Analyst 2: 145 hours @ \$25.24/hour

Employee benefits associated with actual hours worked to accomplish project tasks detailed under the Salaries and Wages section.

- **Contractual:**

County Road Debris Removal: \$400,000

The County of Nevada DPW Principal Civil Engineer and DPW Assistant Engineer will go out to bid for a firm that will be contracted to complete storm debris/hazardous vegetation removal on 100 miles of heavily impacted County Roads that have been prioritized for treatment. It is estimated that this service will cost \$4,000 per road mile.

Private Road Debris Removal, Direct Support: \$310,000

The County of Nevada Senior Administrative Analyst will go out to bid for a firm that will be contracted to complete storm debris/hazardous vegetation removal on heavily impacted Private Roads that have been prioritized for treatment within the communities of North Bloomfield, Cascade Shores, Banner Mountain, Greenhorn, and Red Dog. It is estimated that this service will cost \$4,000 per road mile.

East Nevada County Green Waste: \$30,000

County of Nevada will work with Fire Safe Council of Nevada County, Town of Truckee, and Truckee Fire Protection District to leverage and extend the free Community Green Waste Days planned for June and July in East Nevada County.

West Nevada County Green Waste: \$50,000

County of Nevada will work with Fire Safe Council of Nevada County to leverage and extend the free Community Green Waste Days already planned for bi-weekly Sundays and Mondays in April, May, and June in West Nevada County.

- **Travel & Per Diem:** N/A
- **Supplies:** N/A
- **Equipment:** N/A
- **Other Costs:**

Graphic Design: \$5,521,74

Graphic design services will be contracted to develop project assets that communicate the goals, objectives, and progress of the project. Program collateral could include postcards, social media graphics, signage, flyers, letterhead, etc. These services are anticipated to be frontloaded at the beginning of the grant to communicate the project. It is estimated that a graphic designer will work approximately 60-80 hours at a rate of \$60-\$75 per hour.

- **Indirect Costs:** \$101,785.71

Indirect costs are calculated at 12% of total direct costs (excluding equipment).

G. California Climate Investments

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

1. How will the project/activity reduce Greenhouse Gas emissions?

This project will remove hazardous vegetation (storm debris) from County and Private Roads and additionally support opportunities for community members across Nevada County to dispose of residential green waste. Together these activities will reduce the risk of wildfire in Nevada County, thus reducing the likelihood of a major carbon-emission event associated with a catastrophic wildfire.

As an added benefit, green waste generated through the free community events will be offered back to the community post-processing as free local mulch/soil amendment. Leftover material will be transported to a biomass facility to reduce greenhouse gas emissions. Specifically, material will be trucked to the closest facility (Rio Bravo-Rocklin).

Wildfire mitigation projects, including those projects that reduced the likelihood of catastrophic wildfire represent an opportunity to foster climate resilience that is beneficial statewide. Forests are California's largest carbon sink (California Air Resources Board (CARB), 2018) and more than 70% of carbon-storing forested land in California is in the Sierra Nevada (SNC, 2018). Nationwide forests offset nearly

16% of the country's carbon dioxide emissions. Historically, Sierra Nevada forests have played a major role in removing carbon dioxide from the atmosphere and storing it as carbon in the soil, branches, and trunks of trees. As forest conditions decline, these ecosystems are undergoing a shift from being California's largest carbon sink to a carbon source. In 1990, forested areas were removing an estimated 13 million metric tons of carbon dioxide a year; between 2001 and 2011 California's forests emitted more carbon than they sequestered (Gonzales et al., 2015; SNC, 2019).

When wildfires occur, the climate impacts are even more immediate and dire. In 2015, emissions from California wildfires on federal land alone were 22.8 million metric tons of CO₂ equivalent, vastly overshadowing the State's decline in economic related emissions (1.49 million metric tons of CO₂ equivalent) (USFS and CARB estimates). In 2013, the smoke plume of the 257,000-acre Rim Fire released what 2.57 million cars emit in a year (Garcia et al., 2017).

By reducing fuels along ingress/egress routes the *Winter Storm Hazardous Vegetation Clean-up Project* will improve safety for residents and provide safer conditions for firefighters to work effectively, while at the same time reducing the fuel load available for consumption by fires and thus the potential for greenhouse gas emissions that result from such wildfires.

Greenhouse gas emissions will be reduced by:

- Reducing emissions from wildfire.
- Stabilizing long-term storage of carbon in biomass.
- Reducing fire hazards in and near communities and infrastructure that provides a direct benefit to State Responsibility Area.
- Improving health and resilience of treated areas for increased carbon sequestration.

Project Budget

Project Name: Winter Storm Hazardous Vegetation Clean-Up Project

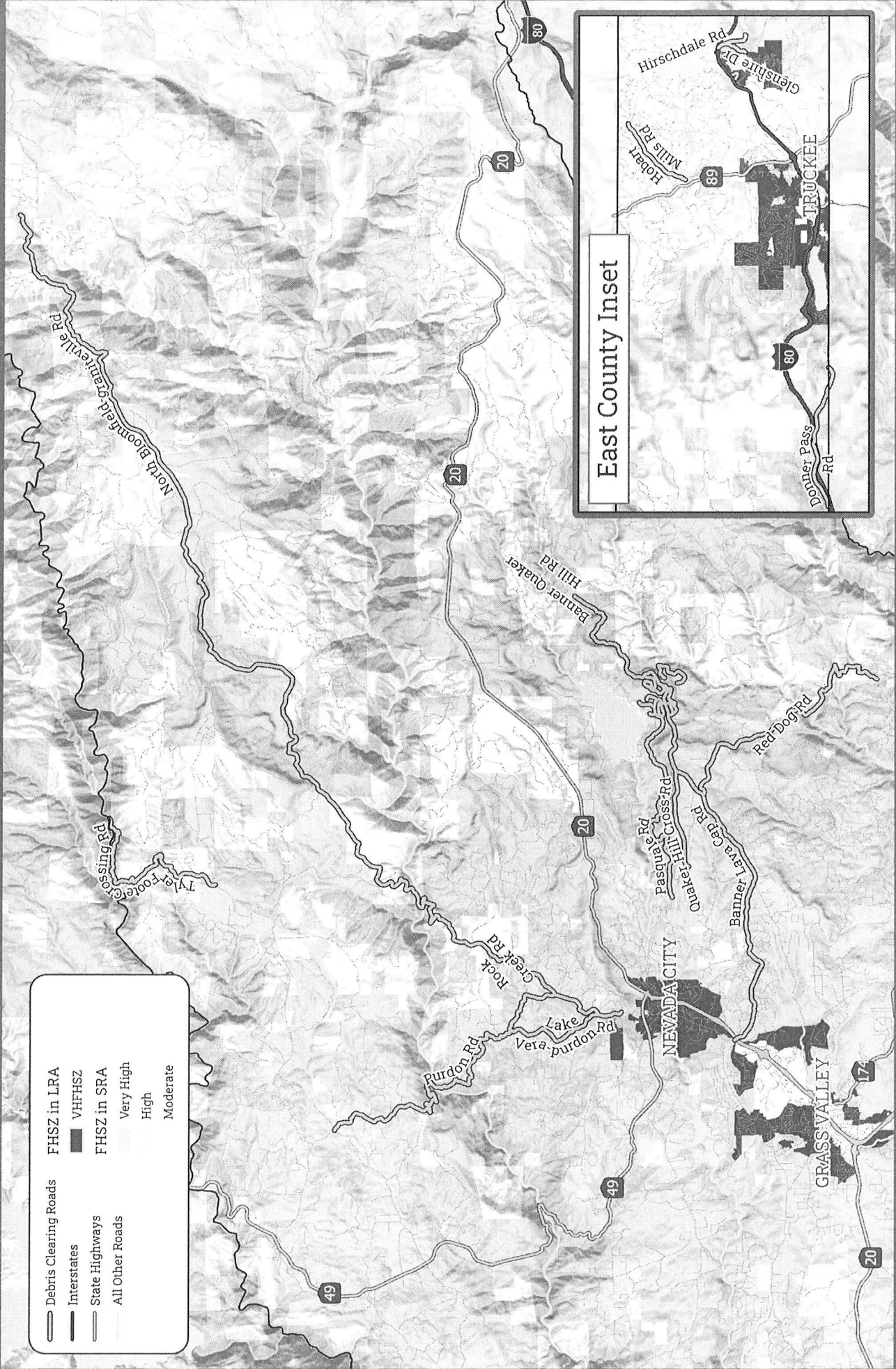
Budget Category	Item Description	Cost Basis			Cost Share (%)			Funding Source (\$)			Total (\$)
		Quantity	Units	Cost/Unit	Grant	Grantee	Partner	Grant	Grantee	Partner(s)	
A. Salaries and Wages											
	OES Senior Administrative Analyst	140	Hours	46.45	100%	0%	0%	\$ 6,503.00	\$ -	\$ -	\$ 6,503.00
	DWP Principal Civil Engineer	80	Hours	80.58	100%	0%	0%	\$ 6,446.40	\$ -	\$ -	\$ 6,446.40
	DPW Assistant Engineer	270	Hours	48.24	100%	0%	0%	\$ 13,024.80	\$ -	\$ -	\$ 13,024.80
	OES Administrative Analyst 2	145	Hours	39.09	100%	0%	0%	\$ 5,668.05	\$ -	\$ -	\$ 5,668.05
		0	Hours	0.00	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	0.00	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	0.00	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
	Sub-Total Salaries and Wages:							\$ 31,642.25	\$ -	\$ -	\$ 31,642.25
B. Employee Benefits											
	OES Senior Administrative Analyst	140	Hours	29.16	100%	0%	0%	\$ 4,082.40	\$ -	\$ -	\$ 4,082.40
	DWP Principal Civil Engineer	80	Hours	48.80	100%	0%	0%	\$ 3,904.00	\$ -	\$ -	\$ 3,904.00
	DPW Assistant Engineer	270	Hours	34.83	100%	0%	0%	\$ 9,404.10	\$ -	\$ -	\$ 9,404.10
	OES Administrative Analyst 2	145	Hours	25.24	100%	0%	0%	\$ 3,659.80	\$ -	\$ -	\$ 3,659.80
		0	Hours	0.00	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	0.00	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	0.00	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
	Sub-Total Employee Benefits:							\$ 21,050.30	\$ -	\$ -	\$ 21,050.30
C. Contractual											
	County Road Debris Removal	1	Contract	400000	100%	0%	0%	\$ 400,000.00	\$ -	\$ -	\$ 400,000.00
	Private Road Debris Removal, Direct Support	1	Contract	310000	100%	0%	0%	\$ 310,000.00	\$ -	\$ -	\$ 310,000.00
	East Nevada County Green Waste	1	Contract	30000	100%	0%	0%	\$ 30,000.00	\$ -	\$ -	\$ 30,000.00
	West Nevada County Green Waste	1	Contract	50000	100%	0%	0%	\$ 50,000.00	\$ -	\$ -	\$ 50,000.00
		0	Miles	0	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
	Sub-Total Contractual:							\$ 790,000.00	\$ -	\$ -	\$ 790,000.00
D. Travel & Per Diem:											
		0	Miles		0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Days	0	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Days	0	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Days	0	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
	Sub-Total Travel & Per Diem:							\$ -	\$ -	\$ -	\$ -
E. Supplies											
		0	Each	0	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Days	0	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Days	0	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	0	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	0	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	0	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	0	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	0	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	0	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
	Sub-Total Supplies:							\$ -	\$ -	\$ -	\$ -
F. Equipment											
		0	Each	0	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	0	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	0	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	0	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	0	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
	Sub-Total Equipment:							\$ -	\$ -	\$ -	\$ -
G. Other Costs											
	Graphic Design	1	Contract	5521.74	100%	0%	0%	\$ 5,521.74	\$ -	\$ -	\$ 5,521.74
		0	Days	0	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Days	0	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	0	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	0	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
	Sub-Total Other Costs							\$ 5,521.74	\$ -	\$ -	\$ 5,521.74
Total Direct Costs								\$ 848,214.29	\$ -	\$ -	\$ 848,214.29
Indirect Costs (Exclude Equipment)								12%	\$ 101,785.71		\$ 101,785.71
Total Project Costs								\$ 950,000.00	\$ -	\$ -	\$ 950,000.00
Less Program Income								\$ -			\$ -
Total Grant Proposed Costs								\$ 950,000.00	\$ -	\$ -	\$ 950,000.00

Winter Storm Hazardous Vegetation Cleanup Project



Office of Emergency Services

	Debris Clearing Roads		FHSZ in LRA
	Interstates		VHFHSZ
	State Highways		FHSZ in SRA
	All Other Roads		Very High
			High
			Moderate



0 1.25 2.5 5 Miles

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