



DEPARTMENT OF FORESTRY AND FIRE PROTECTION

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



October 13, 2021

Paul Cummings County of Nevada 950 Maidu Ave. Nevada City, CA, 95959

5GG20116; County of Nevada, "South County Shaded Fuel Break"

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/Nevada-Yuba-Placer Unit at (530) 889-0111 x127 if you have questions concerning services to be performed.

1. X 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 Aaron Sabin at <u>Aaron.Sabin@fire.ca.gov</u> no later than **January 3, 2022**.

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.

### In addition, the following completed documents are required before we can execute your agreement:

- Signed Resolution identifying a designee to sign all required project documentation on behalf of the grantee.
- Please sign the Application on Page 20 of this Agreement document.
- 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,

Aaron Sabin Grants Analyst Grants Management Unit

CC: Elsa Hucks CNR Grants Stella Chan

Enclosures

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

### APPLICANT: COUNTY OF NEVADA

### PROJECT TITLE: SOUTH COUNTY SHADED FUEL BREAK

### GRANT AGREEMENT: 5GG20116

#### PROJECT PERFORMANCE PERIOD is from Date Upon Approval through 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 South County Shaded Fuel Break (Project) is a 339-acre project identified as a top priority in the Nevada-Yuba-Placer Unit Plan (Unit Plan). This project is a 150' wide roadway shaded fuel break, running east-west on Lodestar Road to Buck Mountain Road between state Highway 49 and Dog Bar Road. This fuel break will be a public private partnership between the landowners whose property will be treated, the County of Nevada, Fire Safe Council of Nevada County, and CAL FIRE.

Total State Grant not to exceed \$	952,610.00	(or project costs, whichever is less).
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\*The Special and General Provisions attached are made a part of and incorporated into this Grant Agreement.

COUNTY OF NEVADA	STATE OF CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION
Applicant	
By Signature of Authorized Representative	Ву
Title	Title: Mike Richwine, State Fire Marshal
Date	Date

### **CERTIFICATION OF FUNDING**

		•
GRANT AGREEMENT NUMBER 5GG20116	PO ID	SUPPLIER ID
FUND	FUND NAME	
3228	Greenhouse Gas Reduction Fund	d
PROJECT ID	ACTIVITY ID	AMOUNT OF ESTIMATE FUNDING
N/A	N/A	\$ 952,610.00
GL UNIT	BUD REF	ADJ. INCREASING ENCUMBRANCE
N/A	101	\$ 952,610.00
PROGRAM NUMBER	ENY	ADJ. DECREASING ENCUMBRANCE
2470010	2020	\$ 0.00
ACCOUNT	ALT ACCOUNT	UNENCUMBERED BALANCE
5340580	5340580000	\$ 952,610.00
REPORTING STRUCTURE	SERVICE LOCATION	
35405909	96150	

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

Signature of CAL FIRE Accounting Officer

### 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 NEVADA, 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 two thousand six hundred ten (\$952,610.00).
- 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 Fire Prevention Program Procedural Guide FY 2020-2021 and FY2021-2022
  - b. The submitted Application, Scope of Work, Project Budget Workbook, GHG Emissions Workbook and Exhibits
  - c. ADDENDUM CALIFORNIA CLIMATE INVESTMENTS (CCI) GRANT PROJECTS

### II. 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 5GG20116.
- b. The term "GRANT FUNDS" means the money provided by the STATE to the GRANTEE in this Agreement.
- c. The term "GRANTEE" means an applicant who has a signed Agreement for the award for GRANT FUNDS.
- d. The term "Other Sources of Funds" means all matching fund sources that are required or used to complete the Project beyond the GRANT FUNDS provided by this Agreement.
- e. The term "STATE" means the State of California, Department of Forestry and Fire Protection (CAL FIRE).
- f. The term "Project" means the development or other activity described in the "Project Scope of Work".
- g. The term "Project Budget Detail" as used herein defines the approved budget plan.
- h. The term "Project Scope of Work" as used herein means the individual scope of work describing in detail the approved tasks.

### 2. Project Representatives

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

STATE: CAL FIRE	GRANTEE: COUNTY OF NEVADA
Section/Unit: CNR/Nevada-Yuba-	Section/Unit: N/A
Placer Unit	
Attention: Elsa Hucks	Attention: Paul Cummings
Mailing Address:	Mailing Address:
13760 Lincoln Way, Auburn CA 95603	950 Maidu Avenue
Phone Number: (530) 889-0111 x127	Phone Number: (530) 265-1515
	Secondary: N/A
Email Address:	Email Address:
Elsa.Hucks@fire.ca.gov	paul.cummings@co.nevada.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.
  - 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 Fire Prevention Program Procedural Guide FY 2020-2021 and FY2021-2022.
- 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 (<u>CNRGrants@fire.ca.gov</u>). 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.

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### 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 peerreviewed 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 30days 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

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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.

### 13. Conflict of Interest

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

### 14. Incorporation

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

### 15. Severability

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

### 16. Waiver

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

### 17. Assignment

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

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

### I. SPECIAL PROVISIONS

- 1. Grant funds shall be used on projects with the primary goal of reducing greenhouse gases (GHGs) and furthering the purposes of California's Global Warming Solutions Act of 2006, Division 25.5 (commencing with Section 38500) of the Health and Safety Code, and related statutes.
- 2. Grant funds shall be used on projects limited to specific activities as described in CCI Grants Procedural Guides.
- 3. 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.
- 4. Grantee shall maintain accurate and detailed records documenting project description, project location, and schedule, CCI dollars allocated, and leveraged funds throughout the duration of the project.
- 5. Failure of Grantee to meet the agreed upon terms of achieving required GHG reduction may result in project termination and recovery of funds.

### II. MONITORING AND REPORTING REQUIREMENTS

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

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

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### III. PROGRAM ACKNOWLEDGEMENT/RECOGNITION

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

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

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

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

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

"SOUTH COUNTY SHADED FUEL BREAK, is part of California Climate Investments, 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 Cap-and-Trade program also creates a financial incentive for industries to invest in clean technologies and develop innovative ways to reduce pollution. California Climate Investments projects include affordable housing, renewable energy, public transportation, zero-emission vehicles, environmental restoration, more sustainable agriculture, recycling, and much more. At least 35 percent of these investments are located within and benefiting residents of disadvantaged communities, low-income communities, and low-income households across California. For more information, visit the California Climate Investments website at: www.caclimateinvestments.ca.gov."

California Department of Forestry and Fire Protection (CALFIRE) California Climate Investments Fire Prevention Program Grant Application Fiscal Year 2020-21/2021-22 Funding Opportunity



Please request a Project Tracking # for each separate application by following the instructions in the 2020-21/2021-22 CCI Grant Guidelines on the <u>Fire Prevention Grants Web Page</u>. Submit the application and all supporting materials to the SharePoint folder assigned to your tracking number **no later than 3:00pm PDT on May 19, 2021**. Grant awards are contingent upon appropriation from the <u>California Climate Investments</u>, or other fund source, with up to \$165 million being awarded. Please note: Items marked in red are required.

1.	Project Tracking	g #: 20-FP-NEU-02	42	CalMa	apper ID:	jenntam	no_nifc	
	Project Name/Tit	tle: South County	Shaded	Fuel Break				
	County: Nevada	а						
		Contract County (Ple IEU - Nevada-Yuba			Unit Ident	ifier for f	ïle naming	. See
2.	Organization Ty	/pe: County		lf Other, plea	se specify	/:		
	lf Non-Profit, are	you a registered 50	01(c)(3)	? 🔲 Yes	No			
3.	Sponsoring Org Project Manage	ganization: Count	y of Nev	rada				
	Title: Office of E	Emergency Services	s Progra	m Manager				
	First Name: Pau	ul		Last N	lame: Cu	ımmings		
	Address Line 1:	950 Maidu Avenue	9					
	Address Line 2:							
	City: Nevada C	ity	State:	California	Zip	o Code:	95959	
	Phone Number:	(530) 265-1515		Secondary P	hone Nun	nber:		
	Email Address:	paul.cummings@c	o.nevac	la.ca.us	Fax Nun	nber:		
	Tracking #: 20-	FP-NEU-0242						Page 1 of 5
	Project Name	South County Shad	ed Fuel	Break				

### 4. For which primary activity is funding being requested? Fuel Reduction

5. Grant Period: Please provide the estimated start date and completion date for your project. Projects MUST be completed by March 15, 2025 or March 15, 2026, depending on the source of the funds awarded. Note that final billing is due 30 days after project completion. Please use MM/DD/YYYY format.

Project Start Date: 08/03/2021

Project Completion Date: 06/30/2023

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

**7. 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:

- 8. Community at Risk: Is the project associated with a community that is listed as a Community at Risk? See the list of <u>Communities at Risk</u> on the Office of the State Fire Marshal web page.
  - 🔳 Yes 📃 No

Number of Communities in the project area: 10

**9. 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 No				
If Yes, selec	t all that app	lies:			
Disadvar	ntaged	Low Incor	me	✓ Both	Buffer Zone
Tracking #:	20-FP-NEU-	-0242			Page 2 of 5
Project Nam	ne: South Co	ounty Shaded F	uel Break		

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

10. Describe how your proposal would reduce the total amount of wildfire (and thereby reduce wildfire emissions) around communities, homes, infrastructure, and other highly valued resources. Please focus on GHG benefits. (Limited to 700 characters.)

The South County Shaded Fuel Break is a 339-acre Project and is slated to treat 226 parcels, valued at \$169,369,752 which will serve as a vital wildfire holding point and key evacuation route for residents. Fire season in Nevada County grows exponentially annually. In 2013, the Rim Fire released 11,352,608 tons of GHG emissions which is the equivalent to 2.3 million cars; 1.2 billion gallons of gas and electricity used by 1.5 million homes; and emissions from 3.2 coal fired plants for 1 year. Through fuels reduction on highly trafficked roadways, the aim is to avoid wildfire starts in these areas altogether, and consequently avoiding greenhouse gas from being emitted into the atmosphere.

**11. Federal Responsibility Area**: Does your project/activity include work on Federal Lands that might require NEPA, or use a framework similar to Good Neighbor Authority?

Non-Tribal Lands:	Yes	No	If yes, how many acres?	
Tribal Lands:	Yes	No	If yes, how many acres?	

- **12. 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)			11,520.00
Treatment Influence Zone (TIZ)			339.00

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Project Name: South County Shaded Fuel Break

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

Budget Item	Amount
Grant Funding Requested (\$)	952,610.00

- 14. Local Wildland Fire Risk Reduction Plans: Is the project in, consistent with, or build on a larger plan that deals with the risk and potential impact to habitable structures in the WUI covered by this project? If so, discuss in the Scope of Work. *Select all that apply.* 
  - CAL FIRE Unit Strategic Fire Plan
  - Homeowners' Association Plan
  - Fire Safe Council Action Plan
  - County Fire Department Strategic Fire Plan
  - Local Fire Department Plan
  - **FIREWISE Community Assessment**
  - Other Local Plan (Identify in Scope of Work)
  - Local Hazard Mitigation Plan
  - Community Wildfire Protection Plan
- 15. **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"):

Notice of Exemption

Document Identification Number: 2018048403

16. 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: South County Shaded Fuel Break

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### 17. Application Submission:

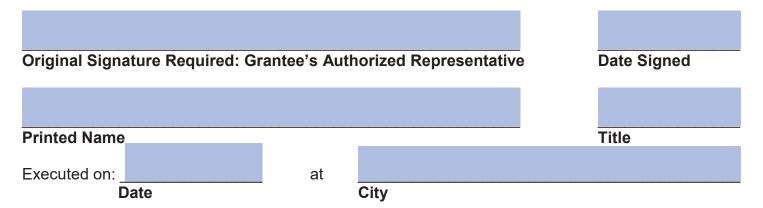
**Note to Applicant:** If you modify the language contained in any part of this document, other than to fill in the blanks or to provide requested information, your application *will be rejected*.

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
$\checkmark$	Application Form (.pdf)	20-FP-NEU-0242 Application.pdf
$\checkmark$	Scope of Work (.doc)	20-FP-NEU-0242 SOW.doc
$\checkmark$	Project Budget (.xls)	20-FP- NEU - 0242 Budget.xls
$\checkmark$	Project Map (.pdf)	20-FP- NEU - 0242 MAP.pdf
	Articles of Incorporation (.pdf) - Applies to Non-Profits only	
$\checkmark$	Mapping	Create a Geo Point & Polygon web link

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



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 PDT on May 19, 2021**. 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.





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



Project Name: South County Shaded Fuel Break

### Project Tracking Number: 20-FP-NEU-0242

**Project Description Summary:** Please provide a paragraph summarizing proposed project including the location, habitable structures, acres treated, etc. (Please type in blank space below. Please note there is no space limitations).

The South County Shaded Fuel Break (Project) is a 339-acre project identified as a top priority in the Nevada-Yuba-Placer Unit Plan (Unit Plan). This project is a 150' wide roadway shaded fuel break, running east-west on Lodestar Road to Buck Mountain Road between state Highway 49 and Dog Bar Road. This fuel break will be a public private partnership between the landowners whose property will be treated, the County of Nevada, Fire Safe Council of Nevada County, and CAL FIRE. This landscape scale Project supports California's climate goals and CAL FIRE's mission by avoiding catastrophic wildfire events, and thereby protecting lives, property and natural resources, while minimizing greenhouse gas emissions and sequestering carbon in biomass. The fuel break is slated to treat a 150 ft wide fuel break on 226 private parcels, whose total improvement values equate to \$169.369,752. The Project will serve as a vital wildfire holding point and key evacuation route for residents. A primary objective to be achieved by completion of this Project is the protection of the Alta Sierra Community which has been identified as a high priority target area for fuel breaks within the Unit Plan. The Project will ensure that Alta Sierra will be protected from a north moving fire, as will the Higgins and Lake of the Pines communities from a south moving fire. This Project is poised for swift completion as CEQA has already been complete and project proponents have secured a Notice of Exemption. Approximately, 33% of the Cooperative Agreement 719 forms have been secured from property owners within the Project footprint. The treatment area is within a high fire hazard severity zone to provide strategic protection of homes and critical infrastructure. In the event of wildfire, this fire break will decrease the risk of fire spreading through the tree canopy and reduce damage to property and human health. It will also provide safer ingress/egress routes for residents and emergency responders.

### A. Scope of Work

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

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

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

The Project will take place along approximately 9 miles of roadway encompassing 339 acres adjacent to Buck Mountain, Fairview, Morningside, Sharmiden, Brewer and South County roadways. This treatment is necessary due to the thick, overgrown brush and dense ladder fuels on these critical egress routes. The South County Shaded Fuel Break will reduce risks associated with wildfire and provide a significant benefit to 3,168 habitable structures within 1.5 miles of the project, as well as the communities of Alta Sierra, Alta Sierra Ranches, Alta Sierra Estates, La Bar Meadows, Highland Park, Cherry Creek Acres, Higgins Corner, Lake of the Pines, Wolf, Sherwood Forest, and Meadow Vista. Additionally, within 1.5 miles of these roadways are 30 critical facilities including an airport, 15 bridges, 3 churches, 3 schools, and 4 potential shelter venues.

Due to development in the wildland urban interface, fire suppression, and climate change, this area is particularly ripe for catastrophic wildfire and poses a grave threat to people, property, and the environment. This Project will thin vegetation and remove ladder fuels along two critical access points to State Highway 49, which is considered by the Circulation Element of the Nevada County General Plan to be a principal artery for evacuation. These roadways will slow potential wildfire, provide safer egress for evacuation, and allow first responders a safe place for fire suppression efforts.

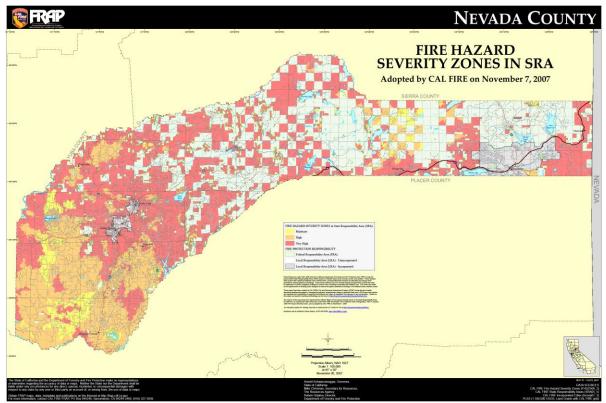


Figure 1 – Nevada County, Fire Hazard Severity Zones in SRA

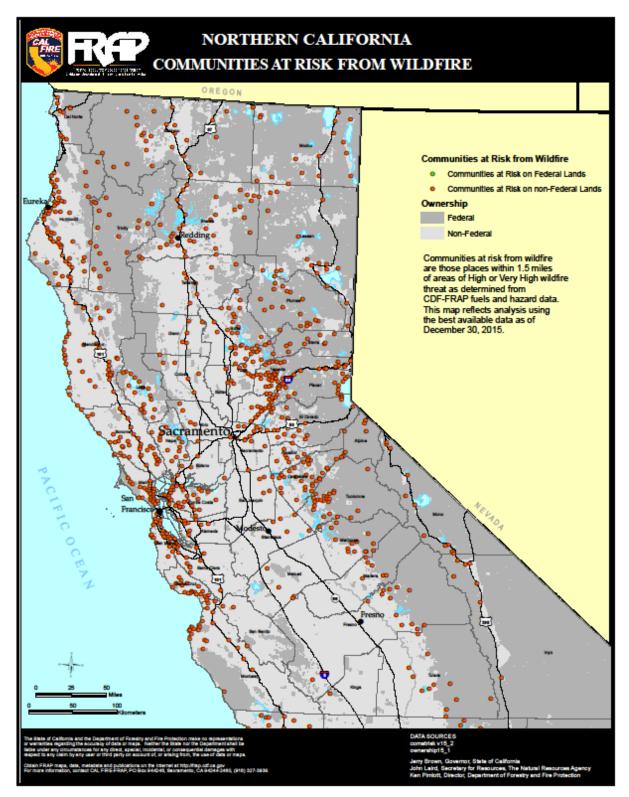


Figure 2 – Northern California, Communities at Risk from Wildfire

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

The primary purpose of the Project is to reduce the dense levels of hazardous vegetation so that when a fire burns to the boundary of the shaded fuel break, the fire has less fuel and will decrease in intensity and cool. The goal is to reduce fire severity and limit the probability that a fire will move from the ground, to the tree canopy. In the event of a wildfire, thinner levels of vegetation provide safer egress for the public during evacuation, as well as safer ingress for firefighters attempting to slow or stop the spread of wildfire. A shaded fuel break typically is designed to maximize tree spacing so the crowns no longer touch; lower branches are pruned; and shrubs and dead and down material are removed to reduce surface and ladder fuels. Thinning is conducted in stands with small-diameter trees, or in stands with larger trees, when stands are above desired density. In both cases the purpose is to reduce the density of trees and shrubs, leaving a healthier, more vigorous stand in which larger trees have much less competition for sunlight, water, and nutrients and increase fire resilience (CAL FIRE, 2020).

The primary objectives of this landscape level hazardous fuel reduction Project are to:

- Safeguard life and property by treating 339 acres throughout Southern Nevada County;
- Develop a defense zone for fire suppression personnel to safely combat fire;
- Modify fuel loads to reduce wildfire intensity;
- Reduce fire hazards in and near communities to protect infrastructure that benefits the State Responsibility Area;
- Increase partnership across jurisdictions and agencies to facilitate landscape level collaboration;
- Improve health and resilience of treated areas for increased carbon sequestration;

Expected outcomes include:

- Disrupted contiguous fuel arrangements and removal of ladder fuels on 339 acres;
- Modified fuel loads to reduce wildfire intensity;
- Developed defense zones for fire suppression personnel to safely combat fire; and
- Treated fuel areas which will become a routine event for future maintenance to sustain fire safety.

An additional outcome incudes public education and awareness in support of ecologically sensitive and economically efficient vegetation management activities, including forest thinning and fuels treatment projects. Homeowners and community members will learn about the benefit and value of managing the landscape to reduce wildfire and promote forest health.

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

Due to factors like further encroachment and development in the wildland urban interface (WUI), fire suppression, and climate change, this area is particularly ripe for catastrophic wildfire and poses a grave threat to people, property, and the environment. This Project reduce the risks to habitable structures in the WUI by thinning vegetation and removing ladder fuels along critical accessto State Highway 49, which is considered by the Circulation Element of the Nevada County General Plan to be a principal artery for evacuation. These roadways will slow potential wildfire, provide safer egress for evacuation, and allow first responders a safe place for fire suppression efforts.

This is a turn-key shovel ready project with all needed resources and operating procedures in place; Nevada County is currently on hold and awaiting this funding to proceed as the previous 2019 CAL FIRE funding request was not approved. In rural California WUI communities like those in Nevada County, wildland fire events are inevitable and mitigation efforts are critical since once a wildfire has ignited, it can guickly spread and potentially engulf entire towns like the Camp Fire in Paradise, CA, which caused catastrophic loss of 85 lives, 18, 804 structures and over \$16 billion in damages. Nevada County has seen numerous devastating fires in years past. In 1987 the 49er Fire destroyed over 200 homes and burned 33,000 acres, in 1996 the Trauner Fire burned 700 acres and 20 homes in one afternoon, in 1999 the Pendola Fire burned 5,000 acres and 30 homes, and just last year in 2020 the Jones Fire burned 705 acres and 21 structures. Due to the fact that the County population has increased by about 65% since the 49er Fire in 1987, the new reality is that any wildland fire can immediately become an interface fire situation with thousands of homes being in jeopardy in Alta Sierra, Lake of the Pines and neighboring communities. It's not a matter of if, but when the next significant wildland fire will threaten our towns and forests. This April, Nevada County had already had two smaller 3- and 4-acre fires and the National Weather Service has issued a series of Red Flag Warnings. Half of California's ten largest wildfires took place between August and September of 2020. Last year alone, more than 4,000,000 acres burned in over 9,900 wildfires statewide.

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

The shaded fuel break along the roadway is located east of Highway 49, adjacent to Alta Sierra and southeast of Grass Valley and Nevada City, north of the community of Lake of the Pines.

Additional assets at risk to wildfire in the Project vicinity include an airport, 15 bridges, 4 churches, and 4 shelters. Nevada County Consolidated Fire Station 90, Higgins Fire Station 22, the Central Valley Clean Water Treatment Plant, as well as Alta Sierra Elementary, Cottage Hill Elementary, Nearest Elementary School, Magnolia Intermediate

School, Arete Academy, Mountain Community Montessori School and Bear River High School, are also with 1.5 miles of the shaded fuel break. Additionally, vital utilities like water, internet, telecommunications, and power run along these roadways providing critical services to densely populated Alta Sierra, Lake of the Pines and other community centers. The Lake of the Pines Water Treatment Plant, which cost \$18,964,071 to complete, and the Mountain Air Mobile Park and RV will also benefit from this Project.

## 5. Is the scale of the project appropriate to achieve the stated goals, objectives and outcomes discussed in Item 2 above?

The scale of the project is appropriate to achieve the stated goals, objectives and outcomes discussed in Item 2 above.

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

Most of the vegetation that will be removed is anticipated to be chipped and spread, masticated and spread, or piled and burned within the Project area.

### B. <u>Relationship to Strategic Plans</u>

Does the proposed project support the goals and objectives of the California Strategic Fire Plan, the local CAL FIRE Unit Fire Plan, a Community Wildfire Protection Plan (CWPP), County Fire Plan, or other long term planning document? (Please type in blank space below. Please note there is no space limitations).

### California Strategic Fire Plan

The South County Shaded Fuel Break will, integrate fuels management practices with landowner/land manager priorities across all ownerships and jurisdictions, achieving goal 5 of the California Strategic Fire Plan. In addition, the following Objectives of Goal 5 will be achieved by this project:

- Assist collaborative partners by educating, increasing grant funding and administration capacity, providing technical assistance, and other means that achieve fuels reduction work on the landscape;
- Increase public education and awareness in support of ecologically sensitive and economically efficient vegetation management activities, including prescribed fire, grazing, forest thinning, and other fuels treatment projects;
- Support the availability and utilization of CAL FIRE hand crews and other CAL FIRE resources, as well as local, state, federal, tribal, and private resources, for fuels management activities, including ongoing maintenance;
- Increase support of landowner-initiated fuels reduction by using all available authorities and programs.

### Homeowner' Association Plan

The Alta Sierra Property Owners Association names fire safety as a top priority and in their website show links to the Fire Safe Council of Nevada County and offer tips for wildfire preparation. Specifically, the Plan details ingress/egress routes that are fire safe. With this funding, these routes will be maintained to ensure residents are able to evacuate safely. <u>https://www.aspoa.org/page/35586~699023/Firewise-Safety</u>

### CAL FIRE Unit Ignition Fire Plan for Nevada-Yuba-Placer (Unit Plan)

The Unit Ignition Fire Plan for Nevada-Yuba-Placer integrates priorities and goals directly from the State Board of Forestry and the California Department of Forestry and Fire Protection's Strategic Fire Plan. As well as prioritizes specific areas of treatment within the unit. The South County Shaded Fuel Break is specifically identified as a Hazard Reduction Program of the Nevada Yuba Placer Unit. The project will reduce the risk to citizens and emergency responders from wildland fire.

Goals achieved by the project include:

- Demonstrate methods that individuals and the community can use to properly manage their lands to improve forest health and reduce the ignitability of structures in the Wildland Urban Interface;
- Raise citizen and stakeholder awareness of fire risks and enlist their help and participation in risk reduction;
- Implement local and landscape level projects and programs that decrease fire risk and increase the potential for success on initial attack.

### Nevada County Community Wildfire Protection Plan (CWPP)

The primary goal of the CWPP is to protect human life, private property, essential infrastructure and natural resources through the implementation of fire prevention projects that work to increase public awareness, improve forest health, sustain local wildlife and preserve the natural beauty of the area through a shared responsibility concept. The Nevada County Community Wildfire Protection Plan identifies in the Mitigation Action Plan that effective ingress/egress evacuation escape routes are vital to the improving protection capabilities and human safety.

This project accomplishes key fuels reduction actions outlined in the CWPP which include:

- Identify extreme hazard sites and work with landowners and communities to reduce fuel loads of these sites to improve safety for an entire area;
- Treat vegetation along roads and driveways to improve site access and firefighting capabilities;

• Implement fuels reduction on strategically located areas that will have the greatest benefit for the entire County. The objective of the proposed projects includes helping reduce the potential of a wildfire moving from public to private lands and vice versa across the landscape.

### Nevada County Local Hazard Mitigation Plan

The South County Shaded Fuel Break incorporates the following wildfire mitigation actions included in the Nevada County Local Hazard Mitigation Plan.

- Minimize risk and vulnerability of Nevada County to natural hazards and protect lives and prevent losses to property, public health, economy and the environment;
- Provide protection for existing /future development, critical facilities, utilities, services, natural resources and the environment;
- Strives for improving communities' capabilities to prevent/mitigate hazard-related losses;
- Focus on reducing fire severity and intensity in Nevada County;
- Seek to reduce wildfire risk vulnerability, life/safety/property losses, wildfire damage;
- Implement fuels management strategy on reduction education, assistance, promote public fuels management, continue enhancement and implementation of wildfire awareness, education and outreach programs.

Overall, this Project supports all state and local plans.

### C. 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\_map s.php

The CAL FIRE Fire and Resource Assessment Program map indicates that 92% of Nevada County is within High to Very High fire severity zones. The Project is near the following at-risk communities Alta Sierra, Alta Sierra Ranches, Alta Sierra Estates, La Bar Meadows, Highland Park, Cherry Creek Acres, Dew Drop, Higgins Corner, Lake of the Pines, Wolf, Sherwood Forest, and Meadow Vista.

Certain populations are especially vulnerable to the impacts of climate change. At least 35 percent of California Climate Investments must benefit these populations, which include disadvantaged communities, low-income communities, and low- income

households, also known as priority populations. The South County Shaded Fuel Break falls within what AB 1550 classifies as a Low-income Community, which is also in what the Fire and Resource Assessment Program deems as a High fire hazard severity zone in the State Responsibility Area.

## 2. Describe the geographic proximity of the project to structures at risk to damage from wildfire in the WUI. (Please type in blank space below. Please note there is no space limitations).

The South County Shaded Fuel Break will reduce risks associated with wildfire to 3,168 habitable structures within 1.5 miles of the project for a total value of \$541,911,379. Within 1.5 miles of these roadways are also 31 critical facilities including an airport, 15 bridges, 4 churches, and 4 shelters. Nevada County Consolidated Fire Station 90, Higgins Fire Station 22, as well as Alta Sierra Elementary, Cottage Hill Elementary, Magnolia Intermediate School, Arete Academy, and Bear River High School are also with 1.5 miles of the shaded fuel break. Additionally, vital utilities like water, telecommunications, and power run along these roadways providing critical services to densely populated Alta Sierra.

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

# 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?

Participating landowners will volunteer their time to assist in flagging property boundaries, meeting with the Registered Professional Forester to verify treatment prescriptions and help monitor appropriate fuels reduction vendors. Right of Entry forms will articulate a public private partnership outlining both defensible space maintenance, as well as an agreement to capture in-kind match for those in the project footprint. Inkind match will be provided to the project in the form of defensible space implementation by South County project participants. The very nature of defensible space and fuel reduction work is that maintenance is critical to preserve the initial investment of this work. Eligible in-kind match work provided by the Alta Sierra Firewise Community members and individual property owners who live within the project footprint will include hazardous fuel removal in the form of either sweat equity through volunteer service valued at \$28.54 (Independentsector.orgv) per hour per person, or through hazardous vegetation removal work paid for by property owners to private vendors.

Types of hazardous fuel reduction activities which qualify as in-kind match either through volunteer labor or donated contract services include, but at not limited to:

 Prescribed Burning: Includes pile burning (prescribed burning of piles of vegetative material to reduce fuel and/or remove biomass following treatment) and broadcast burning (prescribed burning to reduce fuels over a larger area or restore fire resiliency in target fire-adapted plant communities; would be conducted under specific conditions related to fuels, weather, and other variables).

- Mechanical Treatment: Use of motorized equipment to cut, uproot, crush/compact, or chop existing vegetation
- Manual Treatment: Use of hand tools and hand-operated power tools to cut, clear, or prune herbaceous or woody species
- Prescribed Herbivory: Use of domestic livestock to reduce a target plant population thereby reducing fire fuels or competition of desired plant species
- Herbicides: Chemical application designed to inhibit growth of target plant species

In-kind match will be thoroughly documented through online survey forms and paper copies, for those without access to the Internet. Match will be endorsed by property owners via signature; digital signature will be accepted. Invoices and receipts will be accepted as proof of donated contract services for hazardous fuel removal such as defensible space implementation. A framework for collecting this type of information is well-established through <u>Firewise USA</u>, a program of the National Fire Protection Association, which requires certified Firewise Communities track, collect, compile, and submit this information annually through an online portal. Nevada County has the most Firewise Communities per capita in the state of California. The community is highly engaged in fire prevention efforts at the grassroots level and is supported by the highly effective and trusted <u>Fire Safe Council of Nevada County</u>, as well as the all-volunteer <u>Firewise Coalition of Nevada County</u>.

# 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.

County of Nevada and the Fire Safe Council of Nevada County view the South County Shaded Fuel Break as an effective educational tool for communicating best management practices for hazardous vegetation. This project will serve as an example for good land stewardship, and County of Nevada and the Fire Safe Council of Nevada County will use the project to amplify the importance of fuels reduction work within the wildland urban interface. The local media will be invited to take a tour of the property before, during and after the project has been completed to keep the community informed of project milestones. Community engagement is a priority for both organizations and we maintain close relationships with local media like Yubanet, The Union, NCTV, KVMR and KNCO. Information about the project will be communicated via radio, online news sites, television and in print. Nevada County currently partners with local organizations to promote emergency preparedness and will highlight this project at community events such as school safety forums, community wildfire preparedness panels, town halls, and Fire Wise Community presentations. In addition, Nevada County and the Fire Safe Council will take full advantage of our websites, e-newsletters, and social media platforms, like Facebook, NextDoor, and Twitter to raise awareness and maximize community education. 20-FP-NEU-0242

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

The Fire Safe Council of Nevada County will coordinate Landowner Participation Agreements. Each agreement will require landowners receiving grant funded treatment to commit to a minimum of ten years of maintenance. The Fire Safe Council will track maintenance and facilitate reminders via email or written letters. Where possible, County of Nevada and the Nevada County Fire Safe Council will also seek funding and partnerships to support maintenance efforts with treatments including prescribed fire, herbicidal and mechanical spot treatments, and grazing.

# 4. Does the proposed project work with other organizations or agencies to address fire hazard reduction at the landscape level? (Please type in blank space below. Please note there is no space limitations).

County of Nevada and the Fire Safe Council of Nevada County are active partners in the greater wildfire mitigation community. Both organizations are involved in collaborative fire prevention planning efforts, fuels reduction activities, community assistance programming, emergency preparedness and community education and outreach. The County of Nevada facilitates a quarterly Community Wildfire Prevention Stakeholders meeting, which convenes a coalition of more than 30 state, local and federal agencies and non-profits, working to reduce catastrophic wildfire in Nevada County.

The Fire Safe Council has an all-volunteer board of directors who represent a crosssection of the community including a: Registered Professional Forester, insurance agent, GIS Mapping Specialist, Master Gardner, Certified Public Accountant, Biomass Taskforce Representative, Firewise Coalition member, real estate broker, Fire Chief Association representative, CAL FIRE, US Forest Service, Bureau of Land Management, as well as homeowner's and retired fire fighters. County of Nevada and the Fire Safe Council of Nevada County through a multi-pronged approach coordinate to ensure all homes in Nevada County work toward effective defensible space. County of Nevada's Hazardous Vegetation Ordinance requires all homes maintain 100 feet of defensible space. Both organizations work closely to bring resources to the community for affordable green waste disposal and chipping. Additionally, both organizations work together to assist communities with formal National Fire Protection Association Firewise Community certification. These collaborative efforts expand fuels reduction across the at-risk wildland urban interface at the landscape level by removing fuel loads to lower fire intensity.

### E. Project Implementation

Discuss the anticipated timeline for the project. Make sure to take seasonal restrictions into account. Verify the expected timeframes to complete the project will fall under the March 15, 2024 deadline.

The South County Shaded Fuel Break will be completed between August 2021 and mid-March 2024. Please see below for a detailed timeline. Timeline includes answers to question 1, 2, 3, 4 (timeline, milestones, outcomes).

Timeline	Milestones	Outcomes
August 2021	County of Nevada staff will bring the grant	Additional
	agreement to the Board of Supervisors for	funding into
	acceptance.	Nevada County
September	County of Nevada and Fire Safe Council of	A detailed
2021-	Nevada County will develop and enter into a	strategy for
November	contract, as well as participate in a kick-off	project
2024	meeting to determine tasks and the project	implementation
	timeline.	is developed.
December	To date, approximately 1/3 of the 140 property	Secured
2020-	owners have provided permission to treat the	vendors for
February	roadways; Fire Safe Council of Nevada County will	wildfire
2021	continue to reach out to landowners to secure the	mitigation.
	remaining Cooperative Agreements and	Engaged
	permission to treat the land.	community and
		project
	The Fire Safe Council of Nevada County will draft	participants
	requests for proposals, launch a competitive bid	identified.
	process, and enter into contract with the following	
	vendors:	
	<ul> <li>Registered Professional Forester;</li> </ul>	
	<ul> <li>Hazardous vegetation removal sub-</li> </ul>	
	contractor;	
	Hazardous tree removal sub-contractor.	
	County of Nevada will promote the project via	
	press releases, radio interviews, and social media.	
	Fire Safe Council of Nevada County will be	
	responsible for coordinating and scheduling all	
	sub-contractor work to meet the project timeline.	
Mid-	The Registered Professional Forester will	Number of miles
September	prescribe treatment for the fuels	of roadway
2021-Mid-	thinning/hazardous tree removal. Hazardous	treated for
February	vegetation and hazard tree removal sub-	egress/ingress
2022	contractors will schedule traffic control crews,	access and fire
	secure required permitting, and conduct treatment.	suppression
	It is estimated that two 10-person fuels thinning	access will be
	crews will complete approximately 2 acres per	assessed and
	day, or 8 acres per week. At this rate, it is	reported to
	anticipated that 170 acres will be complete	CalFire.
	between the months of September 2021 through	
	February 2022.	
	-	

<b></b>		,
Mid-February	Fuels reduction for this project will not take place between mid-February through mid- September so as not to disrupt nesting birds. To ensure safe operations, weather forecasts will be monitored to avoid operating in Red Flag weather conditions. Fire Safe Council and County of Nevada will	
2022- September 2022	complete quarterly grant reporting and communicate project milestones to the public. Fire Safe Council will be responsible for lining up subcontractors for the September through	
Mid- September 2022-Mid- February 2023	February.The Registered Professional Forester will prescribe treatment for the fuels thinning/hazardous tree removal. Hazardous vegetation and hazard tree removal sub- contractors will schedule traffic control crews, secure required permitting, and conduct treatment. It is estimated that two 10-person fuels thinning crews will complete approximately 2 acres per day, or 8 acres per week. At this rate, it is anticipated that 170 acres will be complete between the months of September 2022 through February 2023.Fuels reduction for this project will not take place between mid-February through mid- September so as not to disrupt nesting birds. To ensure safe operations, weather forecasts will be monitored to	Number of miles of roadway treated for egress/ingress access and fire suppression access will be assessed and reported to CalFire.
Mid-February 2023-June 2023	avoid operating in Red Flag weather conditions. Fire Safe Council and County of Nevada will complete all outstanding invoicing and grant reporting to close the project by the end of June 2023	3,168 homes and 31 critical facilities including an airport, 15 bridges, 4 churches, and 4 shelters will be safe from wildfire.

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

A Notice of Exemption has been secured for this project.

### F. Administration

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

County of Nevada and Fire Safe Council of Nevada County are currently partnering to complete a similar project larger in scope called the Ponderosa West Grass Valley Defense Zone Project. This project was recognized in the Nevada County Community Wildfire Protection Plan (CWPP) as the highest priority hazardous fuel reduction project for Western Nevada County. The current Project is a 339-acre shaded fuel break primarily on private property. This Project is setup in a similar manner in which outreach to property owners is done before any work commences. Both organizations have a track record of collaborating, contracting, coordinating, invoicing, and implementing to successfully meet critical project milestones and staying within budgetary parameters.

### 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. (Please type in blank space below. Please note there is no space limitations).

Nevada County will be partnering again with the Fire Safe Council who will be managing the grant deliverables; however, the overall management of the grant funds will be conducted internally by Nevada County. The Auditor-Controller's office works together with County departments and special districts to make certain all funds are disbursed properly, and claims are appropriately authorized. To facilitate this process, the County maintains a written policy in place that allows for a full audit trail. This policy ensures that requirements are clearly understood and uniformly applied so that disbursements are processed accurately and efficiently, and vendors are paid in a timely manner. It will also serve as a reference and training document for County departments and Community Partners like the Fire Safe Council.

### G. 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.

As noted above the primary goals and objectives of this Project are to: 1) implement landscape level hazardous fuel reduction to safeguard life and property; 2) develop a

defense zone for fire suppression personnel to safely combat fire; and 3) improve carbon sequestration in California's forests by avoiding a major wildfire that would emit vast quantities of greenhouse gasses.

This funding will accomplish these goals by providing staff time to solicit contractor bids, secure landowner agreements, manage contractor work, conduct field inspections, monitor progress via photo documentation, and grant administration. Staff will manage the bid solicitation process, check references for bidders and address community inquiries. Grant funds will also cover appropriate employee benefits for Fire Safe Council staff which include sick time, vacation, payroll taxes, and workers' compensation insurance. In addition, community outreach and education will be used

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 each proposed activity are reasonable for our geographic area. Elevated costs have been built into the budget for vegetation management to take into account that the land to be treated is uneven and has not burned in over a century. Higher fuel loads will require greater reduction efforts. Additionally, due to a number of factors, including aggressive local and regional efforts by local utility companies and municipalities to implement vegetation management along infrastructure and roads, contractors are in very high demand across the state and are able to set rates which reflect the current market.

## 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 expected benefit. The County of Nevada and the Nevada County Fire Safe Council are currently working on a very similar fuel break project on private land. This experience has informed cost estimates for the South County Shaded Fuel Break. The costs represented in the proposal are fair for the region, scope of work defined, and the benefit delivered to the community.

The Nevada County Fire Safe Council has a long history of operating fuel reduction activities and has a history and case evidence that the costs represented in the proposal are fair for the region, scope of work defined, and the benefit delivered to the community. This Project is in complete alignment with the requested funds.

4. Identify all Indirect Costs and describe why they are necessary for a successful project implementation. Administrative expenses to be paid by the Fire Prevention Grants must be less than 12% of the total grant request (excluding equipment).

Administrative expenses representing 12% of the total program will be divided equally at 6% each between the County of Nevada and the Fire Safe Council. The indirect costs will cover overhead expenses such as rent, utilities, phone, internet service, contracted accounting, annual CPA fiscal audit, volunteer liability insurance, general liability insurance and is allocated to each project based on the number of hours worked on that project. These expenses are necessary to maintain proper accounting of the grant funds, provide a business front for the community to seek assistance and provide for the necessary business needs. Indirect costs for the County include costs for general county administration, fiscal assistance, legal assistance, auditing, human resources, etc. These costs are necessary for our County and are applied to every project.

## 5. Explain each object category in detail and how that would support meeting the grant objectives.

### **Salaries and Wages**

Funding Request: \$50,000 Matching Funds, Partners: \$85,620 Total: \$135,620

The County of Nevada will manage grant administration, with the Fire Safe Council managing the Project, including engaging the community and securing right of entry agreements, as well as hiring and overseeing fuels reduction vendors. The County of Nevada and the Nevada County Fire Safe Council will partner on outreach and education efforts to promote the South County Fuel Break Project as a model project and example of defensible space best practices for the community. The allocation plan used to determine costs are derived from actual known rates for personnel based on the projected time that will be spent on this project alone. An amount of \$50,000 has been identified for Nevada County Fire Safe Council grant management costs; this has been determined for an Executive Director & Program Manager who will spend approximately 1,000 hours at a rate of \$50/hour.

Landowners participating in the project will donate approximately 3,000 hours of volunteer in-kind service over the life of the project to implementing defensible space. In-kind match will be accepted in the form of sweat equity or through contracted services. One hour of volunteer service is valued at \$28.54/hour. If all volunteer match is donated in the form of sweat equity, the in-kind match is valued at \$85,620.

### **Employee Benefits**

Funding Request: \$30,000 Matching Funds: \$N/A Total: \$30,000

Employee benefits are allocated to Fire Safe Council based on staff time dedicated to this Project. Employee benefits are valued at a total dollar value of \$30,000.

### Contractual

*Funding Request*: \$770,545 *Matching Funds;* N/A Total: \$770,545

Grant funds are requested in the amount of \$40,000 to hire a contracted Registered Professional Forester. Hazardous Vegetation Removal for the 339 acres is estimated at \$2,155 per acre for a total of \$730,545.

### **Indirect Costs**

*Funding Request*: \$102,065 *Matching Funds*: N/A Total: \$102,065

Administrative expenses representing 12% of the total program will be divided equally at 6% each between the County of Nevada and the Fire Safe Council. The indirect costs will cover overhead expenses such as rent, utilities, phone, internet service, contracted accounting, annual CPA fiscal audit, volunteer liability insurance, general liability insurance and is allocated to each project based on the number of hours worked on that project. These expenses are necessary to maintain proper accounting of the grant funds, provide a business front for the community to seek assistance and provide for the necessary business needs

### **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?

Longer fire seasons, warmer temperatures and more prevalent drought periods further exacerbate the likelihood of fire starts, rapid spread and high intensity fire. Reducing the fuels along egress routes and in the Project treatment zone will improve the safety of the residents and visitors, increase the effectiveness and safety of firefighters and reduce fire suppression costs while at the same time reducing the fuel load for these fires and the eventual greenhouse gas emissions that result from such wildfires.

Greenhouse gas emissions will be reduced by:

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

### 2. Is the project located in a Low-Income or Disadvantaged Community? If not, does the project benefit those communities. Please explain.

Yes, the South County Shaded Fuel Break falls within what AB 1550 which classifies as a Low- income Community. It is also in what the Fire and Resource Assessment Program deems as a High fire hazard severity zone in the State Responsibility Area.

## 3. What are the expected co-benefits of the project/activity (i.e., environmental, public health and safety, and climate resiliency)?

The South County Shaded Fuel Break will result in several co-benefits to the community. In addition to significantly reducing risk to human lives through safe egress/ingress routes, wildlife, and property, the project will increase education and awareness, protect natural resources, as well as provide a cost-effective way to maintain and sustain the project into the future. The South County Shaded Fuel Break will be a community education tool raising awareness and engaging not only the residents within the project, but also the community at large. It will serve as a model project to which the County of Nevada and the Fire Safe Council of Nevada County can point.

# 4. When are the Greenhouse Gas emissions and/or co-benefits expected to occur and how will they be maintained? (Please type in blank space below. Please note there is no space limitations).

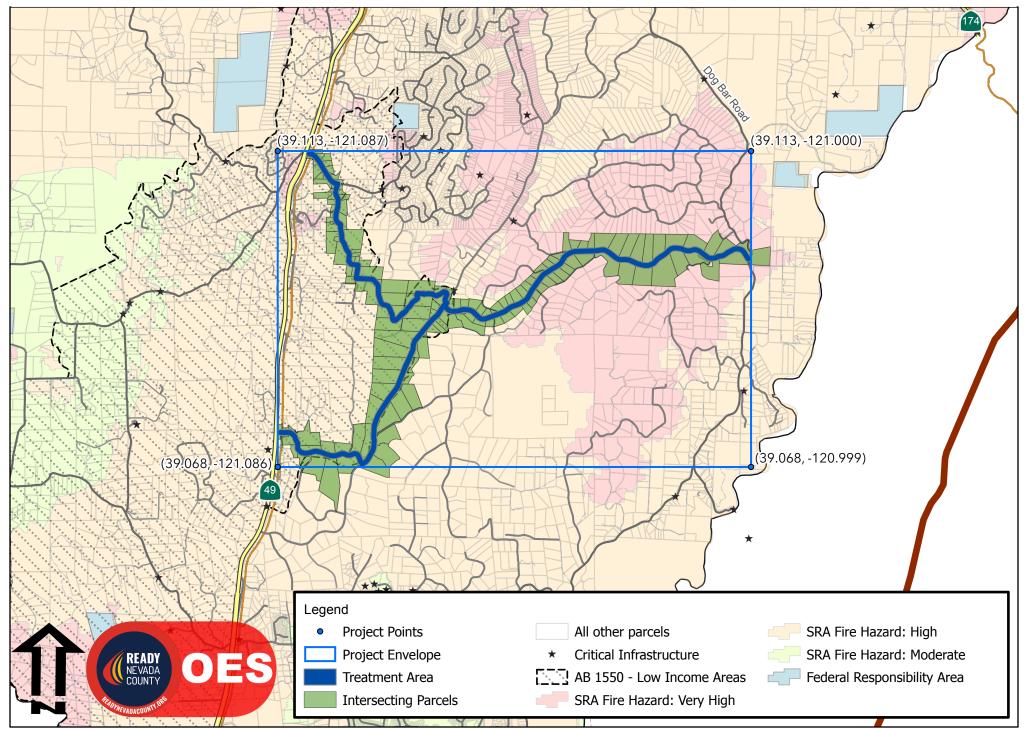
The greenhouse gas emissions reduction and co-benefits are expected to occur in part upon the start of the project and in full upon treatment completion in February 2023 and will be maintained through landowner agreements which will require at least ten years of maintenance. Tracking #: 20-FP-NEU-0242

Project Budget

Project Name: South County Fuel Break

Category	Item Description	Cost Basis				Cost Share (%)				Funding Source (\$)						Total (\$)	
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### 20-FP-NEU-0242 South County Shaded Fuel Break



Scale: 1:60,000

Project Name: 51023 FEMA Grant App Ponderosa & S Cnty Fuel Breaks