



RESOLUTION No. 22-229

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION ACCEPTING FUNDS FOR THE CAL FIRE WILDFIRE PREVENTION GRANTS PROGRAM FOR BRUSH AND DEBRIS REMOVAL UNDER THE CALIFORNIA CLIMATE INVESTMENT FIRE PREVENTION GRANT PROGRAM IN THE AMOUNT OF \$950,000.00 FOR GRANT AGREEMENT NUMBER 5GA21115

WHEREAS, the Board of Supervisors of the County of Nevada authorized the application for Wildfire Prevention Grants Program for Brush and Debris Removal Under the California Climate Investment Fire Prevention Grant Program with Resolution 22-118; and

WHEREAS, this application has been selected by the California Department of Forestry and Fire Prevention (CAL FIRE) for an award amount of \$950,000.00 to carry out wildfire prevention through storm debris removal, stockpile removal, and tree removal; and

WHEREAS, Grant Agreement 5GA21115 between the State of California Department of Forestry and Fire Prevention has been executed and signed by County of Nevada Department of Public Works and is attached as Exhibit A; and

WHEREAS, the funds for this grant need to be accepted; and

WHEREAS, all revenues will be deposited to fund 1114-30104-702-1000 / 445200; and

WHEREAS, the grant becomes effective upon approval by all parties and funds must be expended by March 15, 2026.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Nevada County Board of Supervisors accepts the award of Wildfire Prevention Grants Program for Brush and Debris Removal in the amount of \$950,000.00.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 24th day of May, 2022, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Hardy Bullock.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 


Susan K. Hoek, Chair

5/24/2022 cc: CDA*
AC*

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

APPLICANT: Nevada County - Department of Public Works

PROJECT TITLE: Storm Debris/Stockpile and Tree Removal

GRANT AGREEMENT: 5GA21115

PROJECT PERFORMANCE PERIOD is from Date Upon Approval through December 31, 2023.

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.


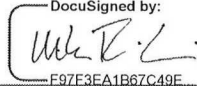
PROJECT DESCRIPTION: Remove the remaining hazardous fuels along 60 miles of County maintained roads, remove stockpiled material from emergency road clearing, and remove the approx. 440 hazard trees in the County right of way. Additionally, a portion of this grant will be used to fund Green Waste Days where the public can bring storm debris from their private properties, thus reducing more hazardous fuels from the winter storm.

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.*

Nevada County - Department of Public Works


STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY
AND FIRE PROTECTION

<p style="text-align: center;">Applicant</p> <hr/> <p>By </p> <p style="text-align: center;">Signature of Authorized Representative</p> <p>Title <u>Interim Director of Public Works</u></p> <p>Date <u>4/22/22</u></p>	<p style="text-align: center;">DocuSigned by:</p> <div style="border: 1px solid black; padding: 2px; display: inline-block;">  </div> <p style="text-align: center;">F97E3EA1B67C49E</p> <hr/> <p>By</p> <p>Title: Mike Richwine, State Fire Marshal</p> <p>Date <u>5/4/2022</u></p>
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CERTIFICATION OF FUNDING

GRANT AGREEMENT NUMBER 5GA21115	PO ID	SUPPLIER ID
FUND 3228	FUND NAME Greenhouse Gas Reduction Fund	
PROJECT ID N/A	ACTIVITY ID N/A	AMOUNT OF ESTIMATE FUNDING \$ 950,000.00
GL UNIT N/A	BUD REF 003	ADJ. INCREASING ENCUMBRANCE \$ 0.00
PROGRAM NUMBER 2470010	ENY 2021	ADJ. DECREASING ENCUMBRANCE \$ 0.00
ACCOUNT 5340580	ALT ACCOUNT 5340580000	UNENCUMBERED BALANCE \$ 950,000.00
REPORTING STRUCTURE 35401001	SERVICE LOCATION 06215	

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

 30D0E1AC61EA48D...	5/5/2022
Signature of CAL FIRE Accounting Officer	Date

GRANT NUMBER 5GA21115
Storm Debris/Stockpile and Tree Removal
Nevada County - Department of Public Works

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 - Department of Public Works, 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 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 – Fire 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.

GRANT NUMBER 5GA21115
Storm Debris/Stockpile and Tree Removal
Nevada County - Department of Public Works

III. GENERAL PROVISIONS

1. Definitions

- a. The term "Agreement" means grant agreement number 5GA21115.
- b. The term "GRANT FUNDS" means the money provided by the STATE to the GRANTEE in this Agreement.
- c. The term "GRANTEE" means an applicant who has a signed Agreement for the award for GRANT FUNDS.
- d. The term "Other Sources of Funds" means all matching fund sources that are required or used to complete the Project beyond the GRANT FUNDS provided by this Agreement.
- e. The term "STATE" means the State of California, Department of Forestry and Fire Protection (CAL FIRE).
- f. The term "Project" means the development or other activity described in the "Project Scope of Work".
- g. The term "Project Budget Detail" as used herein defines the approved budget plan.
- h. The term "Project Scope of Work" as used herein means the individual scope of work describing in detail the approved tasks.

GRANT NUMBER 5GA21115
Storm Debris/Stockpile and Tree Removal
Nevada County - Department of Public Works

2. Project Representatives

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

STATE: CAL FIRE	GRANTEE: Nevada County - Department of Public Works
Section/Unit: NEU - Nevada-Yuba- Placer Unit	Section/Unit: N/A
Attention: Elsa Hucks	Attention: Michelle Garcia
Mailing Address: 13760 Lincoln Way Auburn CA 95603	Mailing Address: 950 Maidu Ave, Suite 70 Nevada City, CA 95959
Phone Number: (530) 889-0111 x127	Phone Number: (530) 265-7113
Email Address: Elsa.Hucks@fire.ca.gov	Email Address: michelle.garcia@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

GRANT NUMBER 5GA21115
Storm Debris/Stockpile and Tree Removal
Nevada County - Department of Public Works

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,

GRANT NUMBER 5GA21115
Storm Debris/Stockpile and Tree Removal
Nevada County - Department of Public Works

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.

GRANT NUMBER 5GA21115
Storm Debris/Stockpile and Tree Removal
Nevada County - Department of Public Works

- 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

GRANT NUMBER 5GA21115
Storm Debris/Stockpile and Tree Removal
Nevada County - Department of Public Works

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.

GRANT NUMBER 5GA21115
Storm Debris/Stockpile and Tree Removal
Nevada County - Department of Public Works

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.

GRANT NUMBER 5GA21115
Storm Debris/Stockpile and Tree Removal
Nevada County - Department of Public Works

- 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

GRANT NUMBER 5GA21115
Storm Debris/Stockpile and Tree Removal
Nevada County - Department of Public Works

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

GRANT NUMBER 5GA21115
Storm Debris/Stockpile and Tree Removal
Nevada County - Department of Public Works

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

14. Incorporation

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

15. Severability

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

16. Waiver

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

17. Assignment

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

GRANT NUMBER 5GA21115
Storm Debris/Stockpile and Tree Removal
Nevada County - Department of Public Works

ADDENDUM – FIRE PREVENTION GRANT PROJECTS

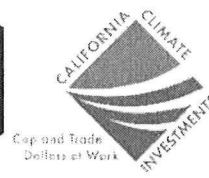
I. PROGRAM ACKNOWLEDGEMENT/RECOGNITION

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

"Funding for this project provided by the California Department of Forestry and Fire Protection's Fire Prevention 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-026

Project Name/Title: Storm Debris/Stockpile and Tree Removal

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 - Department of Public Works

Project Manager Title: Assistant Engineer

First Name: Michelle

Last Name: Garcia

Address Line 1: 950 Maidu Ave

Address Line 2: Suite 170

City: Nevada City

State: California

Zip Code: 95959

Phone Number: (530) 265-7113

Secondary Phone Number: (530) 913-7649

Email Address: michelle.garcia@co.nevada.ca.us

Fax Number:

Tracking #: 21-CNR-NEU-026

Page 1 of 5

Project Name: Storm Debris/Stockpile and Tree Removal

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-026

Page 2 of 5

Project Name: Storm Debris/Stockpile and Tree Removal

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)			

Tracking #: 21-CNR-NEU-026

Page 3 of 5

Project Name: Storm Debris/Stockpile and Tree Removal

- 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.

Tracking #: 21-CNR-NEU-026

Page 4 of 5

Project Name: Storm Debris/Stockpile and Tree Removal

14. Application Submission:

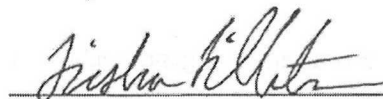
Note to Applicant: If you modify the language contained in any part of this document, other than to fill in the blanks or to provide requested information, your application **will be rejected**.

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-026-Application.pdf
<input checked="" type="checkbox"/> Scope of Work (.doc)	21-CNR-NEU-026-SOW.doc
<input checked="" type="checkbox"/> Project Budget (.xls)	21-CNR-NEU-026-Budget.xls
<input checked="" type="checkbox"/> Project Map (.pdf)	21-CNR-NEU-026-MAP.pdf
<input type="checkbox"/> Articles of Incorporation (.pdf) - Applies to Non-Profits only	21-FP-UUU-XXXX-AOI.pdf
<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

04/11/2022

Date Signed

Trisha Tillitson

Printed Name

CDA Director

Title

Executed on: 04/11/2022
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.

Tracking #: 21-CNR-NEU-026

Page 5 of 5

Project Name: Storm Debris/Stockpile and Tree Removal



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



Project Name: Storm Debris/Stockpile and Tree Removal

Project Tracking Number: 21-CNR-NEU-026

Project Description Summary: The unprecedented winter storm that struck Nevada County on December 27th brought down many trees and limbs creating new hazardous fuels along County roads. In order to reopen roads after the storm, emergency service crews were hired to haul away and stockpile debris from the immediate roadway. Along with the new fuel hazards from the storm there are approximately 440 trees that have been deemed hazards and in need of removal by a professional forester. The goal of this project is to remove the remaining hazardous fuels along 60 miles of County maintained roads, remove stockpiled material from emergency road clearing, and remove the approx. 440 hazard trees in the County right of way. Additionally, a portion of this grant will be used to fund Green Waste Days where the public can bring storm debris from their private properties, thus reducing more hazardous fuels from the winter storm. These hazards are all directly adjacent to State Responsibility Areas including 16 Communities at Risk, homes, critical infrastructure and other highly valued resources. The reduction of these fuels will help improve the health and resilience of treated areas for increased carbon sequestration, support community wildfire planning efforts and implementation, and improve public awareness thereby reducing human caused ignitions.

A. Scope of Work

Section 1: Hazardous Fuels Reduction

1. The project is located on a combined 220 miles of County maintained roads, 60 miles of debris removal and 160 miles of hazard tree removal. These activities will take place in the western part of Nevada County, California. There are 16 communities that would benefit from this project including but not limited to Nevada City, Grass Valley, La Barr Meadows, North San Juan. The residents of these communities reside in 15,017 housing units immediately adjacent to the proposed project roadways.
2. The first goal of the project is to remove hazardous fuels along both sides of 60 miles of roadway focusing on emergency egress/ingress routes first in order to protect homes, infrastructures and other highly valuable natural resources. The second goal of this project is to process the stockpile of storm debris cleared by emergency crews. The third goal of the project is to remove approx. 440 hazard trees that pose a risk during the event of a fire. Additional goals include helping fund the public Green Waste Day as well as improving the health and resilience of treated areas for increased carbon sequestration, supporting community wildfire planning efforts and improving public awareness of human impacts to the environment. Per

the prescribed treatment, greenhouse gas emissions will also be minimized during the project itself using mechanical and hand techniques.

3. By removing hazardous fuels and trees along County maintained roads, wildfire risks to habitable structures in the WUI will be reduced. By removing the hazard trees the potential for trees falling and blocking roadways is mitigated. This improves egress routes allowing residents to evacuate quickly thereby allowing firefighters better access to prevent and contain fires.
4. Additional assets at risk of damage by wildfire will benefit from the project including wastewater facilities, domestic and municipal water supplies, power lines, communication facilities, drainage facilities, bridges, transit services, road maintenance services, government buildings (local, State and Federal), medical facilities, tribal sites, historical sites, recreational sites and community centers.
5. Nevada County will partially chip debris on site in a layer 3 inches or less for erosion control, off haul large trees to the contractor's yard for disposal, and any remaining biomass and green waste created will be sent to the Rocklin Biomass plant to be composted.

B. Degree of Risk

1. The project is located in primarily Very High and High Fire Hazard Severity Zones with small areas in the Moderate Zone. See Figure 1.
2. The project is located on County roads in the WUI, where many of the human caused fires start and spread to wildlands. Treatment of these roads will reduce this likelihood. The road segments were selected based on where the storm debris is located and the tree survey provided by the forester. The fuel hazard in these areas has increase due to the tree damage from the snowstorm. During a fast-moving wildfire, it takes time to reduce fuel hazard along a road, often the time needed to do so is not available. These areas will be fully cleared of storm debris making it safer for fire personnel as well as making resources available to work elsewhere on a critical fire incident.

C. Community Support

1. The proposed budget for this grant includes a 20% funds match from the Nevada County Department of Public Works.
2. The County will keep the community informed about getting the storm debris off the road for future fire safety through press releases, social media promotion, website updates and radio promotion.

3. After the storm debris and hazard trees are removed County Crews will continue with brush clearing as part of the annual brush removal program. Additionally, a portion of this grant will be used to survey new roads for additional hazard trees to identify any that may pose fire threats in the future.
4. Public safety has been a collaborative effort post winter storm. The NEU CalFire unit has been working on public roadways and this project will build on these efforts to ensure the safety of the public and first responders in the event of a fire.

The public has been vocal about the need to remove these risks before the upcoming fire season.

D. Project Implementation

1. The County plans to start this removal process as soon as possible. Part of the project will extend a current road clearing contract; this contractor will continue with storm debris/brush clearing as soon as the grant is approved. The request for proposals for the hazardous tree and storm debris stockpile removal work is planned to go out to bid in April/May 2022. All road clearing and tree removal is anticipated to be completed by August 2023. The Green Waste Days collection for the public will be held every other Friday, Saturday and Sunday starting March 11, 2022 through April 10, 2022 with grinding of the collected debris happening each week following the collections.
2. The project is expected to start as soon as the grant is approved and will be completed by August 2023. Paperwork associated with the project is anticipated to be complete by December 2023.
3. This project will be split into four contracts. The first contract will be to remove hazardous fuels on County roads that were previously cleared of as part of a current fuel reduction project. The second contract will be to remove hazard trees identified by a forester in the previous grant 5GG19133 Egress/Ingress Fire Safety Project. The third contract would be for removal of the emergency storm cleanup stockpile. The last contract will be for processing the green waste collections from the public Green Waste Collection Days.

Milestone 1: Remove hazardous debris caused by the snowstorm on County roads that were previously cleared by current contract; approx. 60 miles.

Milestone 2: Remove hazard trees identified by the Forester on County roads; approx. 440 trees.

Milestone 3: Remove debris stockpile from emergency storm cleanup

Milestone 4: Process collections from the public Green Waste Days

4. Measurable outcome 1: Track each mile of road that is cleared of hazardous debris
Measurable outcome 2: Track the quantity of hazard trees that have been removed

Project Tracking Number: 21-CNR-NEU-026

Measurable outcome 3: Track the quantity of emergency stockpile processed and removed

Measurable outcome 4: Track the quantity of material processed from Green Waste Days collections

5. 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. There are no factors that can or will limit the wildfire prevention proposed activity.

E. Administration

1. Nevada County is currently in the process of completing a very similar project titled "Egress/Ingress Fire Safety" project using funds from the 2019-20 Fire Prevention Program grant. In addition, our staff is adept at overseeing approximately \$20 million in grant-funded projects per year for a variety of projects types.
2. The Public Works Department, under the Community Development 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

1. Grant funds, if awarded, will be expended by Public Works crews and consultants to complete the proposed project. A registered professional forester will be contracted to provide specific guidance. Equipment funds are requested for one Multihog with masticating arm at approximately \$95,000 because renting would cost more ($\$41.78 \times 2560 \text{ hours} = \$106,950$ each over the project timespan per Caltrans Labor Surcharge and Equipment Rental Rates April 2021 through March 2022). The skid steer and masticating head will continue to be used to maintain the roadways after the grant ends.
2. The costs for each proposed activity are based on similar projects in our area. No costs are higher than the norm.
3. The total project cost is appropriate for the size, scope, and anticipated benefit of the project. Protecting our community from wildfire is priceless however economically it is much cheaper to protect critical infrastructure and homes rather than rebuild.
4. Indirect costs for our Road Maintenance crews include costs for general county administration, fiscal assistance, legal assistance, human resources, etc. These costs are necessary for our County and are applied to every project. This proposed

Project Tracking Number: 21-CNR-NEU-026

project requests 12% in administration costs although our actual administration costs exceed that percentage and will be paid by Gas Tax funds.

Object Costs

- a. Salaries and wages: Costs for all project personnel directly involved with the implementation of the project. Road crews will perform the actual work, the administrative staff will assist with road notifications and the Director of Public Works will provide grant administration services and be the primary public outreach implementer.
- b. Employee benefits: Benefits are costs mandated by the State and Federal government as well as standard benefits paid to government employees. Benefit costs are directly related to salary and wage costs.
- c. Contractual: The project anticipates hiring four contractors for the different removal items, a registered professional forester to provide the required guidelines for proper vegetation management and general oversight and to complete the CEQA reports that may be required as part of this project.

G. California Climate Investments

1. The project will result in the reduction of greenhouse gas emission potential by removing significant amounts of fuel load. Longer fire seasons, warmer temperatures and more prevalent drought periods exacerbate the likelihood of fire starts, rapid spread and high intensity fire. Reducing the fuels along major roads in the county, can 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 eventual greenhouse gas emissions that result from such wildfires. In addition, well managed roadway vegetation creates breaks in fuel continuity reducing overall rate of spread.
2. The project is partially located in Low-Income Communities but will benefit the entire region with reduction in fuel loads that will result in poor air quality if a wildfire occurs.
3. The project is anticipating several co-benefits including environmental improvements such as the reduction of greenhouse gas potential, air quality improvement potential, public health and safety improvements due to improved egress/ingress routes, and a more resilient climate as the wildfire potential is decreased.
4. Greenhouse Gas emission, air quality and public health and safety improvement potential will be immediate and ongoing through the life of the project. However the impact will continue well beyond the grant life as the vegetation is further maintained

Project Tracking Number: 21-CNR-NEU-026

on an annual basis by the County Vegetation Management Plan. The project will do this by creating a much more manageable landscape thanks to the proposed vegetation management paradigm change. The paradigm change is more intense vegetation removal that is thereby longer lasting.

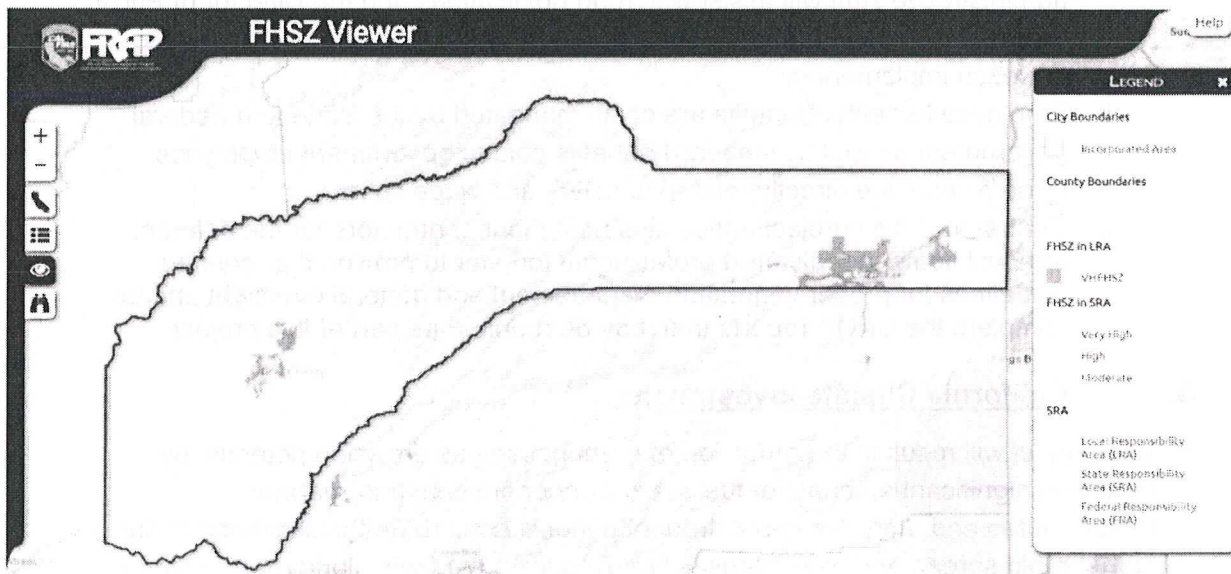


Figure 1- Nevada County, Fire Hazard Severity Zones in SRA

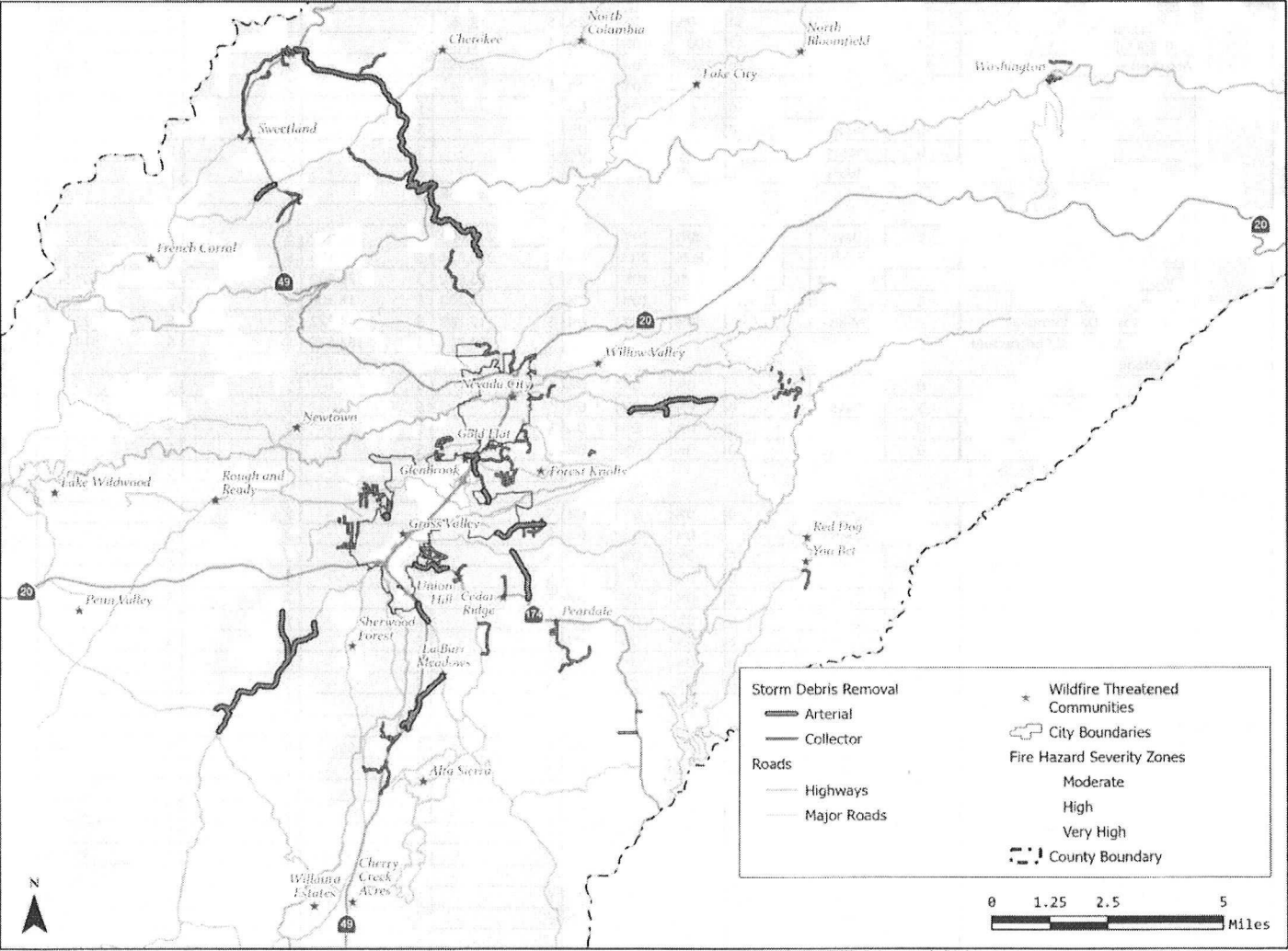
Tracking #: 21-CNR-NEU-026

Project Budget

Project Name: Storm Debris/Stockpile and Tree Removal

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											
	Engineering Tech III	400	Hours	40	100%	0%	0%	\$ 15,990	\$ -	\$ -	\$ 15,990
	Principal Civil Engineer	180	Days	78	100%	0%	0%	\$ 14,078	\$ -	\$ -	\$ 14,078
	Assistant Engineer	750	Hours	49	100%	0%	0%	\$ 36,965	\$ -	\$ -	\$ 36,965
		0	Days	0.00	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	0.00	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		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:								\$ 67,033	\$ -	\$ -	\$ 67,033
B. Employee Benefits											
	Engineering Tech III	400	Hours	34	100%	0%	0%	\$ 13,565	\$ -	\$ -	\$ 13,565
	Principal Civil Engineer	180	Days	47	100%	0%	0%	\$ 8,418	\$ -	\$ -	\$ 8,418
	Assistant Engineer	750	Hours	38	100%	0%	0%	\$ 28,485	\$ -	\$ -	\$ 28,485
		0	Days	0	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	0	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	0	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	0	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	0	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
Sub-Total Employee Benefits:								\$ 50,468	\$ -	\$ -	\$ 50,468
C. Contractual											
	Storm Debris Removal Contractor	1	Days	300,000	80%	20%	0%	\$ 240,000	\$ 60,000	\$ -	\$ 300,000
	Tree Removal Contractor	1	Each	395,780	80%	20%	0%	\$ 316,624	\$ 79,156	\$ -	\$ 395,780
	Stockpile Removal	1	Contract	104,500	80%	20%	0%	\$ 83,600	\$ 20,900	\$ -	\$ 104,500
	Forester & CEQA	1	Days	91,500	80%	20%	0%	\$ 73,200	\$ 18,300	\$ -	\$ 91,500
	Green Waste Day Removal	1	Miles	21,611	80%	20%	0%	\$ 17,289	\$ 4,322	\$ -	\$ 21,611
Sub-Total Contractual:								\$ 730,713	\$ 182,678	\$ -	\$ 913,391
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											
	Multihog w/masticating arm	1	Each	95,000	0%	100%	0%	\$ -	\$ 95,000	\$ -	\$ 95,000
		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:								\$ -	\$ 95,000	\$ -	\$ 95,000
G. Other Costs											
	Public Notification	2	Each	250	0%	100%	0%	\$ -	\$ 500	\$ -	\$ 500
	Public Notification	1	Days	120	0%	100%	0%	\$ -	\$ 120	\$ -	\$ 120
		0	Days	0	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	0	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	0	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
Sub-Total Other Costs								\$ -	\$ 620	\$ -	\$ 620
Total Direct Costs								\$ 848,214	\$ 278,298	\$ -	\$ 1,126,512
Indirect Costs (Exclude Equipment)							12%	\$ 101,786		\$ 101,786	
Total Project Costs								\$ 950,000	\$ 278,298	\$ -	\$ 1,228,298
Less Program Income								\$ -			\$ -
Total Grant Proposed Costs								\$ 950,000	\$ 278,298	\$ -	\$ 1,228,298

Project tracking #: 21-CNR-NEU-026
Project Name: Storm Debris and Tree Removal; Project Proponent: Nevada County



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