

RESOLUTION No. 19-403

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION ACCEPTING A GRANT FROM CAL FIRE IN THE AMOUNT OF \$2,536,477 FOR THE PONDEROSA WEST GRASS VALLEY DEFENSE ZONE PROJECT AND AUTHORIZING THE DIRECTOR OF EMERGENCY SERVICES TO EXECUTE GRANT AGREEMENT NUMBER 5GG18114

WHEREAS, California experienced the most destructive wildfire season in State history in 2018, enduring over 7,600 wildfires that burned 1,846,445 acres in total; and

WHEREAS, the reality of climate change - persistent drought, warmer temperatures, and more severe winds - has created conditions that will lead to more frequent and destructive wildfires; and

WHEREAS, California arrived at our present emergency condition through the combined factors of fire exclusion, forest management policies that created overgrown and overcrowded forests, a rapidly changing climate, and a historic drought with accompanying bark beetle epidemics; and

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

WHEREAS, a Priority A of the County of Nevada Board of Supervisors is to: Reduce the risk of local wildfire and the effects of wildfire on life, property and the environment by providing leadership and support to community partners, pursuing State and Federal funding, implementing county policies and programs, and assisting the public to be 'wildfire ready.'; and

WHEREAS, the Office of Emergency Services is responsible for preparing and mitigating wildfire hazards in the County; and

WHEREAS, the County of Nevada has a severe and present danger of wildfire presenting a threat to public health and safety; and

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

WHEREAS, the County of Nevada worked in collaboration with California Department of Forestry and Fire Protection, submitted a request for grant project tracking numbers, and was approved on November 14, 2018; and

WHEREAS, the County of Nevada applied for Project in CAL FIRE's 2018 California Climate Investment Fire Prevention Grant cycle with the objective of implementing a fuel management defense zone within the Ponderosa West Grass Valley Defense Zone, which has been approved in the amount of \$2,536,477; and

WHEREAS, the Ponderosa West Grass Valley Defense Zone consists of approximately 1,200 acres located just below Rough and Ready Highway and above McCourtney Road; and

WHEREAS, on January 8, 2019, subsequent to the County's submission of its application for the CAL FIRE's 2018 California Climate Investment Fire Prevention Grant, Governor Newsom issued an Executive Order N-05-19 to direct CAL FIRE, California Department of Forestry and Fire Protection, to issue a 45-day Community Wildfire Prevention & Mitigation Report; and

WHEREAS, CAL FIRE published its Community Wildfire Prevention & Mitigation Report on March 22, 2019, which included the County of Nevada's Ponderosa West Grass Valley Defense Zone Project as one of thirty-five priority projects to protect vulnerable Nevada County communities in furtherance of long-term wildfire prevention and forest health throughout the state; and

WHEREAS, on March 22, 2019 Governor Newsom proclaimed a State of Emergency to exist in California due to a vast-tree die-off throughout the state, which increased the risk of wildfires; and

WHEREAS, prior to the commencement of fuel reduction services pursuant to this Grant Agreement, County will comply with all applicable environmental review processes required under the California Environmental Quality Act.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that acceptance of grant agreement number 5GG18114 by Cal Fire for the Ponderosa West Grass Valley Defense Zone Project in the amount of \$2,536,477 for the term of July 9, 2019 through March 15, 2022 is hereby approved in substantially the same form attached hereto, and that the Director of Emergency Services may execute the Grant Agreement on behalf of the County of Nevada.

Funds to be deposited into revenue account: 0101-20702-414-1000/445200

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 9th day of July, 2019, by the following vote of said Board:

Ayes:

Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan

K. Hoek and Richard Anderson.

Noes:

None.

Absent:

None.

Abstain:

None.

ATTEST:

JULIE PATTERSON HUNTER

Clerk of the Board of Supervisors

Richard Anderson, Chair

7/9/2019 cc:



DEPARTMENT OF FORESTRY AND FIRE PROTECTION

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



May 30, 2019

Jeff Pettitt County of Nevada 950 Maidu Avenue Nevada City, CA 95959

5GG18114; Ponderosa West Grass Valley Defense Zone Project

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

Please contact Elsa Hucks at (530) 889-0111 x127 if you have questions concerning services to be performed. Please contact Bobby Nguyen at (916) 651-6620 if you have any administrative questions or concerns.

- 1. Evall grant agreement including terms and conditions, addendum, grant application form, scope of work, budget, and map enclosed. Print (single sided) and return three (3) sets of agreements with original signatures in blue ink. In addition, please return the attachment(s) below, as applicable to your organization, to be received by CAL FIRE no later than August 30, 2019.
 - Attachment 5 Std. 204 Payee Data Record http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf
 - Attachment 7 Board Resolution or Attesting Document granting authority to sign (non-profit and local entity applicants)

Return all originals and requested documents for further processing to:

Department of Forestry and Fire Protection

Attention: GMU/CCI FP P.O. Box 944246

Sacramento, CA 94244-2460

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

Thank you,

Bobby Nguyen Grants Analyst

Grants Management Unit

Enclosures

CC: Joy Tucker Elsa Hucks Tiffany Kelly

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

APPLICANT:

County of Nevada

PROJECT TITLE:

Ponderosa West Grass Valley Defense Zone Project

GRANT AGREEMENT:

5GG18114

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

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

PROJECT DESCRIPTION: Implement a fuel management defense zone by thinning trees, shrubs, brush and other vegetative growth as well as modifying fuel loads to create a defense zone amongst homes and along roads. The project region is adjacent to the City of Grass Valley on both private and Nevada County-maintained lands within the State Responsibility. Project will affect communities of Lake Wildwood, Penn Valley and Rough and Ready to the west and Grass Valley to the east. The boundary encompasses 1,237 acres.

Total State Grant not to exceed \$

2,536,477.00

(or project costs, whichever is less)

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

County o		STATE OF CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION							
Appli	cant								
Ву		Ву							
Signature of Authorized	Representative								
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Date		Date							
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SIGNATURE OF CAL FIRE	ACCOUNTING OFF	ICER		DATE					



TERMS AND CONDITIONS OF GRANT AGREEMENT

I. RECITALS

- 1. This Agreement, is entered into between the State of California, by and through the California Department of Forestry and Fire Protection (CAL FIRE), hereinafter referred to as "STATE" and County of Nevada, hereinafter referred to as "GRANTEE".
- 2. The STATE herby grants to GRANTEE a sum (hereinafter referred to as "GRANT FUNDS") not to exceed Two Million Five Hundred Thirty Six Thousand Four Hundred Seventy Seven (\$2,536,477.00).
- 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.
 - Department of Forestry and Fire Protection (CAL FIRE) California Climate
 Investments Fire Prevention Grant Program Procedural Guide 2018-2019
 - b. The submitted Application, Scope of Work, Budget Detail, GHG Emissions Reduction Methodology and Exhibits
 - c. Addendum for Greenhouse Gas Reduction Fund (GGRF) Grant Projects

II. SPECIAL PROVISIONS

- 1. Recipients of GRANT FUNDS pursuant to 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 5GG18114.
- 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: NEU	Section/Unit:
Attention: Elsa Hucks	Attention: Jeff Pettitt
Mailing Address:	Mailing Address:
13760 Lincoln Way	950 Maidu Avenue
Auburn CA, 95603	Nevada City CA, 95959
Phone Number: (530) 889-0111 x127	Phone Number: (530) 265-7128
Email Address:	Email Address:
Elsa.Hucks@fire.ca.gov	jeff.pettitt@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.

4. Project Costs and Payment Documentation

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

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

- e. GRANT FUNDS in this Agreement have a limited period in which they must be expended. All GRANTEE expenditures must occur prior to the end of the Project performance period of this Agreement.
- f. Except as otherwise provided herein, GRANTEE shall expend GRANT FUNDS in the manner described in the Project Budget Detail approved by the STATE. The dollar amount of an item in the Project Budget Detail may be increased or decreased by up to ten percent (10%) of the budget item through reallocation of funds from another item or items, without approval by the STATE; however, GRANTEE shall notify the STATE in writing in project progress reports when any such reallocation is made, and shall identify both the item(s) being increased and those being decreased. Any increase or decrease of an item of more than ten percent (10%) of the budget item must be approved in writing by the STATE before any such increase or decrease is made. A formal approved amendment is required to increase the total amount of GRANT FUNDS.
- g. GRANTEE shall promptly submit any and all records at the time and in the form as the STATE may request.
- h. GRANTEE shall submit each invoice for payment to the CAL FIRE Representative identified in Item 2. The invoice may be submitted as hard copy or electronically.
- 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 Grant Program, the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or if possible and desirable, offer an Agreement amendment to GRANTEE to reflect the reduced amount available for the Project.

6. Project Administration

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

7. Financial Records

a. GRANTEE shall retain all records described in Section 7(c) below for three (3) years after final payment by the STATE. In the case an audit

occurs, all such records shall be retained for one (1) year from the date is audit is completed or the three (3) years, whichever date is later.

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

8. Research

- a. GRANTEE that receives funding, in whole or in part, in the form of a research grant shall provide for free public access to any publication of a peer-reviewed manuscript describing STATE funded knowledge, STATE funded invention, or STATE funded technology shall be subject to the following conditions:
 - GRANTEE is responsible for ensuring that any publishing or copyright agreements concerning peer-reviewed manuscripts fully comply with this section
 - ii. GRANTEE shall report to STATE the final disposition of the peer-reviewed manuscript, including, but not limited to, if it was published, date of publication, where it was published, and, when the 12-month time period from official date of publication expires, where the peer-reviewed manuscript will be available for open access.
- b. For a peer-reviewed manuscript that is accepted for publication pursuant to the terms and conditions of this Agreement, the GRANTEE shall ensure that an electronic version of the peer-reviewed manuscript is available to STATE and on an appropriate publicly accessible repository approved by the state agency, including, but not limited to, the University of California's eScholarship Repository at the California Digital Library, the California State University's ScholarWorks at the Systemwide Digital Library, or

PubMed Central, to be made publicly available not later than 12 months after the official date of publication. GRANTEE shall make reasonable efforts to comply with this requirement by ensuring that the peer-reviewed manuscript is accessible on an approved publicly accessible repository, including notifying the state agency that the manuscript is available on a state-agency-approved repository. If the grantee is unable to ensure that his or her manuscript is accessible on an approved, publicly accessible repository, the grantee may comply by providing the manuscript to the state agency not later than 12 months after the official date of publication.

- c. For publications other than those described in (b), including scientific meeting abstracts, GRANTEE shall comply by providing the manuscript to the STATE not later than 12 months after the official date of publication.
- d. The grant shall not be construed to authorize use of a peer-reviewed manuscript that would constitute an infringement of copyright under the federal copyright law described in Section 101 of Title 17 of the United States Code and following.
- e. Use of GRANT FUNDS for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution are allowable costs but must be within the GRANT FUNDS and item 4 of the agreement.
- f. GRANTEE may request a waiver to the publication requirement if GRANTEE has an existing publication requirement that meets or exceeds the requirements of the research provision. Waiver shall include information on GRANTEE's existing requirements. Approval of the waiver is at STATE's discretion.

8. Project Termination

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

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

9. Hold Harmless

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

10. Tort Claims

FEDERAL:

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

STATE:

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

11. Nondiscrimination

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

12. Incorporation

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

13. Severability

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

14. Waiver

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

15. Assignment

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



ADDENDUM - CALIFORNIA CLIMATE INVESTMENTS (CCI) GRANT PROJECTS

I. SPECIAL PROVISIONS

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

II. MONITORING AND REPORTING REQUIREMENTS

All funds expended through CCI are subject to emissions reporting and requirements. Grantee is expected to provide the appropriate materials for completing program quantification methodology. Grantee shall use the current reporting template provided by the STATE. The reporting shall be submitted to the STATE no less frequently than quarterly. In addition, STATE may request additional information in order to meet current CARB reporting requirements. The requirements are available on the CARB CCI Quantification, Benefits and Reporting Materials webpage: https://ww2.arb.ca.gov/resources/documents/cci-quantification-benefits-and-reporting-materials.

III. PROGRAM ACKNOWLEDGEMENT/RECOGNITION

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

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

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

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

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:

"Ponderosa West Grass Valley Defense Zone Project 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 (CAL FIRE) California Climate Investment Fire Prevention Program Grant Application Fiscal Year 2018-19 Funding Opportunity



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

1. Project Tracking #: 18-FP-NEU-1071		CalMapper IE): jenntamo_ni	fc	
Project Name/Title: Ponderosa West Grass Valley De	efense Zone	Project			
County: Nevada CAL FIRE Unit/Co	ntract Coun	ty: NEU - Nevada	-Yuba-Placer Ui	nit	ease use this 3-letter Unit identifier for file naming (see question 14)
2. Organization Type: County		If Other, ple	ease specify:		
If Non-Profit, are you a registered 501(c)(3)?					
3. Sponsoring Organization: County of Nevada	1				
Project Manager Title: Office of Emergency Service	es Program	Manager			
ust Name: Jeff		Last Name:	Pettitt		
Address 1: 950 Maidu Avenue					
Address 2:				10.00	
City: Nevada City	State: Cal	ifornia		Zip Code:	95959
Phone Number: 530-265-1515	S	econdary Phone	Number:		
Email Address: jeff.pettitt@co.nevada.ca.us			Fax Number:		
4. For which <u>primary</u> activity is funding being	requeste	d?			
Fuel Reduction					
5. Grant Period: Please provide the estimated start March 15, 2022. Note that final billing is due 30 days	date and co after project	ompletion date for t completion. Ple	or your project. ease use MM/DI	Projects M D/YYYY forr	UST be completed by nat.
Project Start Date: 09/01/2019		Р	roject Complet	ion Date: 3	1/15/2022

Tracking #: 18-FP-NEU-1071

Project Name: Ponderosa West Grass Valley Defense Zone Project



6. Limiting Factors: Are there any existing forest or land managemerelated to zoning; use restrictions, or other factors.				; (CC&R's); ı	matters
If checked, describe existing plan(s) and	the limitations, if any, in the a	ttached Scope of W	ork.		
7. Timber Harvest Plans: For fuel reduction projects, is there a timber ha Completion" has not been filed with CAL FIRE?	rvesting document on any po	rtion of the propos	ed project area for whi	ch a "Notic	e of
If checked, provide the THP identification number	mber and describe the relationsh	ip to the project in th	e attached Scope of Worl	k document	
THP ID	Number:				
8. Community at Risk: Is the project associa <a href="http://osfm.fire.ca.gov/fireplan/firepl</th><th></th><th></th><th>nity At Risk? See</th><th>∑ Yes</th><th>☐ No</th></tr><tr><th>If yes, what is the name of the community? Alta
If none, enter " none".<="" th=""><th>a Hill, Alta Sierra, Cedar Ridge, nner, Floriston, Forest Knolls -</th><th></th><th></th><th></th><th></th>	a Hill, Alta Sierra, Cedar Ridge, nner, Floriston, Forest Knolls -				
Number	of Communities in the projec	t area: 43			
9. Disadvantaged/Low Income Commun	ity: Is the project associated	with a low income	community that is liste	d as a Com	ımunity
At Risk? See https://www.arb.ca.gov/cc/capandtrade	/auctionproceeds/comm	unityinvestment	s.htm	Yes	П No
If yes, select all that applies: Disadvanta	nged 🔀 Low Income	Both	☐ Buffer Zone		
10. Describe how your proposal would reduce communities, homes, infrastructure, and other communities.					
It is estimated that the 2013 Rim Fire released cars, carbon dioxide from 1.2 billion gallons of year (Sierra Nevada Conservancy Rim Fire Fact rather than carbon sources. This shaded fuel be as well as prevent ground fires from moving to wildfire will spread from interface lands into dequality, and the environment. This preventative	gas, electricity used by 1.5 mi Sheet). Fuel reduction is a vit reak will thin and remove lade o more destructive crown fires ensely populated and develop	llion homes, and er al tool in maintainir der fuels which will a. This project will re ded communities, p	nissions from 3.2 coal f ng Sierra Nevada forest reduce fire intensity ar duce the probability th rotecting homes, infra	fired plants as as carbor and rate of s hat unmitic	for 1 n sink ^r preac gated
11. Project Budget: What is the proposed budget? Please include a Project Budget workbook (.xls).	discussion of the project bud	get in the Scope of	Work and enter the an	nount from	ı the
	Budget Item	Amount			
NOTE: Gran	Grant Funding Requested (\$),	L	oject Budget Sheet.		
	Partners (\$)	\$7,563.00			
12. Local Wildland Fire Risk Reduction Pl Is the project in, consistent with, or build on a la covered by this project? If so, discuss in the Sco	rger plan that deals with the		npact to habitable stru	ctures in th	าe WUI
	Homeowners' Associ	ation Plan	Fire Safe Council	Action Plar	า
County Fire Department Strategic Fire Plan	Local Fire Departmer		FIREWISE Commu		
Other Local Plan (Identify in Scope of Work)					
Tracking #: 18-FP-NEU-1071			tumid ,		
Project Name: Ponderosa West Grass Valley De	fense Zone Project		p:	age 2 of 3	3

	indicate the	CEQA doci	ument type: Will File		For planning, education and other projects that are exempt from CEQA, select "Not Applicable".
Docum	ent Identifica	ation Num	ber		
NOTE T request Note: Rep	ed informationation	E: If you me on, your ap of file name w	odify the language contained in oplication will be rejected. Signification will be rejected. Signification will be rejected.		ther than to fill in the blanks, or to provide flers are listed in the instructions for this application form.
	US Mail	Email	Attachments	File Name	
	\boxtimes		Application Form (.pdf)	18-FP-NEU-1071-Application	on.pdf
	\boxtimes	\boxtimes	Scope of Work	18-FP-NEU-1071-SOW.doc	
	\boxtimes	\boxtimes	Project Budget	18-FP-NEU-1071-Budget.xl	\$
	\boxtimes	\boxtimes	Project Map (.pdf)	18-FP-NEU-1071-MAP.pdf	
	\boxtimes	\boxtimes	Articles of Incorporation (.pdf)	18-FP-NEU-1071-AOI.pdf	
1 certify	6#		ached information is true and of		12-17-18 Date Signed
		,			Date signed
P	rinted Name	Steve I	Monaghan		Title Director Emergency Services
		Dec 11, 20	o18 at Nevada City	and the second s	
E	xecuted on:				

Please fill out this form completely. Be sure to save a copy of this form for your records. Submit one (1) electronic copy in fillable PDF format with all supporting materials to <u>CALFIRE Grants@fire.ca.gov</u>. Please use "Fire Prevention Program Project Application" in the E-mail subject line and include yourself as a cc. Your CC will be proof of your submittal. In addition, submit one (1) hard copy with signatures and all supporting materials to : <u>California Department of Forestry and Fire Protection</u>, Attention: Grants Management Unit - Fire Prevention Program, P.O. Box 944246, Sacramento, CA 94244-2460. Hard copy will need to be postmarked no later than <u>December 19</u>, 2018. Electronic copy must be submitted no later than <u>December 19</u>, 2018 at 3:00 pm PST. Applications postmarked after this date and time will be considered late.

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

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Project Name: Ponderosa West Grass Valley Defense Zone Project





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



Project Name: Ponderosa West Grass Valley Defense Zone Project

Project Tracking Number: 18-FP-NEU-1071

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 objective of the Ponderosa West Grass Valley Defense Zone Project is to implement a fuel management defense zone in a high risk region adjacent to the City of Grass Valley on both private and Nevada County-maintained lands within the State Responsibility Area. The most recent Nevada County Community Wildfire Protection Plan ranks this project as the highest priority hazardous fuel reduction plan for Western Nevada County. The intent of this proposal is to modify fuel loads to create a defense zone amongst homes and along roads, thinning trees, shrubs, brush and other vegetative growth. Sustainable forestry methods will be implemented to ensure that the fuel reduction treatment will result in remaining vegetation that is diverse in age. species, and size to ensure a healthy, defensible, self-sustaining landscape. Located just below Rough and Ready Highway and above McCourtney Road, this project will offer vital protection to the densely populated communities of Lake Wildwood, Penn Valley and Rough and Ready to the west, as well as the highly developed City of Grass Valley to the east. In addition, critical vegetation management will be achieved for a critical evacuation artery, Highway 20, which cuts through the heart of the defense zone. Currently, the highway traverses through an overgrown conifer forest, thick with manzanita understory and rampant ladder fuels. Vegetation within the defense zone has not been treated by fire in over a century. This region not only contains essential egress/ingress routes, but includes a high concentration of homes, as well as a senior mobile home park. This project will protect low-income, at-risk communities, and the surrounding development within the high fire severity wildland urban interface. The project will implement landscape scale fuel reduction and increase forest health utilizing the expertise of a Registered Professional Forester (RPF). The RPF will conduct California Environmental Quality Act (CEQA) compliance, meet with landowners to facilitate land treatment prescription agreements. Our partner, the Nevada County Fire Safe Council, will manage a Licensed Timber Operator who will ensure prescription is met in the field. The project boundary encompasses 1,237 acres, and within 1.5 miles of the boundary are nearly 3,000 improved parcels, with values greater than \$10,000, totaling to a combined value of \$591,438,842.

A. Scope of Work

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 Ponderosa West Grass Valley Defense Zone Project is located in the forested wildland urban interface directly west of historic downtown Grass Valley and CAL FIRE's Fire and Resources Assessment Program deems this area to be within a very high fire severity zone. Included in the project footprint is a principal evacuation artery, Highway 20, which is sandwiched between two major collector roads for egress/ingress, Rough and Ready Highway and McCourtney Road.

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

Goals and objectives of the Ponderosa West Grass Valley Defense Zone Project include:

- Increased protections for the safeguarding of life and property
- Reduced emissions from wildfires
- Stabilized long-term storage of carbon in biomass
- Improved carbon sequestration in California's natural forests
- Reduced fire hazard in and near communities and infrastructure that provides a direct benefit to the State Responsibility Area
- Improved health and resilience of treated areas for increased carbon sequestration
- Improved public awareness and reduction in human ignitions
- Reduced potential exposure of the community to toxic air quality as a result of unmitigated wildfire

The intent of the project is to reduce the likelihood of wildfire from places where fire is not tolerable on the landscape – in this case, the communities, homes, infrastructure, and other highly valued resources in and around the project area. These objectives are achieved most directly through *avoided* wildfire emissions. Eliminating wildfire starts, catching wildfires before they propel into wildland areas, and facilitating firefighting efforts and safety all contribute to reduced wildfire emissions over time. The project will include an education component and serve as a model for defensible space to promote fire-safe communities and capture the benefits and synergy of collective, community-wide efforts.

Outcomes of the Ponderosa West Grass Valley Defense Zone Project include:

- Disrupted contiguous fuel arrangements and removal of ladder fuels on 1,237 acres
- Modified and thoughtfully thinned fuel loads to reduce wildfire intensity
- Developed defense zone for fire suppression personnel to safely combat fire
- Treated fuel areas which will become a routine event for future maintenance to sustain fire safety



The shaded fuel break defense zone will not remove all vegetation and is not intended to halt the spread of wildfire entirely. Rather, the defense zone is designed to slow the spread of fire and provide a safe and effective location for fire suppression activities including the staging of ground resources for direct fire attack.

3. 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.

This project will reduce risks associated with wildfire to thousands of habitable structures due to the strategic placement of the project which is just outside the city limits of Grass Valley. This project will provide much needed resources to implement strategic community protection through fuels mitigation in and around key egress/ingress routes as well as provide a safe zone for first responders to implement fire defense.

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

Additional assets this project will provide direct protection include power, hydro-electric, water, communications, sewer, and waste utilities. In addition, Nevada County's only animal shelter, Sammie's Friends, and McCourtney Road Transfer Station are located within the project footprint. Highway 20 which cuts through the middle of the defense zone is considered by the Circulation Element of the Nevada County General Plan to be a principal artery for evacuation. In rural Nevada County, Highway 20 serves as a main transportation route for goods and services as well as emergency equipment and first responders. All Ponderosa West Grass Valley Defense Zone hazardous fuels reduction efforts serve to harden vital ingress/egress infrastructure by decreasing continuity of fuels, reducing fuels loading and diminishing the intensity of the fire. Maintaining clear roadways will ensure that people will be able to safely evacuate, while fire suppression equipment and personnel will have access to a safe place to contain the wildfire.

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

The Ponderosa West Grass Valley Defense Zone Project is the number one priority listed in the most recent Nevada County Community Wildfire Protection Plan. The scale of the project is unequivocally appropriate to accomplish the stated goals, objectives, and outcomes to decrease fire intensity and provide a safe location for fire suppression efforts to take place.

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?



Left-over woody biomass will be chipped and or masticated and dispersed onto the property, or put in a pile where the material was originally staged. Studies have shown wood chips to provide a positive impact on landscapes as mulch. Benefits of mulched landscapes include (Chalker-Scott, 2007):

- Improved soil moisture
- Reduced soil erosion and compaction
- Increased soil nutrition
- Maintenance of optimal soil temperatures
- Increased binding of heavy metals
- Reduction of weeds¹

B. Relationship to Strategic Plans

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

The Ponderosa West Grass Valley Defense Zone Project directly aligns with stated goals and objectives listed in the California Strategic Fire Plan, the CAL FIRE Unit Ignition Fire Plan for Nevada-Yuba-Placer, the Nevada County Community Wildfire Protection Plan, the 2018-2019 Nevada County Wildfire Hazard Reduction and Preparedness Plan, and the 2017 Nevada County Local Hazard Mitigation Plan Update.

California Strategic Fire Plan

The Ponderosa West Grass Valley Defense Zone Project 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 which will be achieved by this project are:

- Increase support of landowner-initiated fuels reduction by using all available authorities and programs.
- 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.

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¹ Chalker-Scott, L. 2007. Impact of Mulches on Landscape Plants and the Environment - A Review. J. Environ. Hort. 25(4): 239-249.

CAL FIRE Unit Ignition Fire Plan for Nevada-Yuba-Placer

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. The NEU priority achieved by the Ponderosa West Grass Valley Defense Zone Project is: the reduction of risk to citizens and emergency responders from wildland fire.

NEU Unit goals achieved by the defense zone are:

- 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)

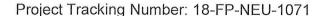
The primary goal of the CWPP is to protect human life, private property, essential infrastructure and natural resources through the implementation of fire prevention projects that work to increase public awareness, improve forest health, sustain local wildlife and preserve the natural beauty of the area through a shared responsibility concept.

The Nevada County Community Wildfire Protection Plan identifies the Ponderosa West Grass Valley Defense Zone as the highest priority project for western Nevada County. This project meets the following objectives listed in the CWPP:

Fuels Reduction

- 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. This may include shaded canopy defensible space on both sides of the roads.
- Implement fuels reduction on strategically located areas that will have the
 greatest benefit for the entire County. The objective of the proposed CHRP
 projects are to help reduce the potential of a wildfire moving from public to private
 lands and vice versa across the landscape.
- Identify, maintain or develop safe areas, shelters, and staging locations as a base for firefighting operations.

2018-2019 Nevada County Wildfire Hazard Reduction and Preparedness PlanThe Ponderosa West Grass Valley Defense Zone Project achieves the following goal and objectives of the Nevada County Wildfire Hazard Reduction and Preparedness Plan.



Goal 6: Seek hazardous vegetation reduction and fire safe community funding opportunities.

Objectives:

- Aggressively seek out and apply for wildfire prevention, vegetation management, and related grants from State, Federal, and other sources.
- Build County departmental and community collaborations and partnerships to best compete for grants and to provide the most local impact.

2017 Nevada County Local Hazard Mitigation Plan Update

The Ponderosa West Grass Valley Defense Zone Project incorporates the following wildfire mitigation actions included in the 2017 Nevada County Local Hazard Mitigation Plan Update.

- 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
- Strive 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

C. Degree of Risk

 Discuss the location of the project in relation to areas of moderate, high, or very high fire hazard severity zone as identified by the latest Fire and Resource Assessment Program maps. Fire hazard severity zone maps by county can be accessed at: http://www.fire.ca.gov/fire prevention/fire prevention wildland zones maps.p

The latest CAL FIRE Fire and Resource Assessment Program map indicates that 92% of Nevada County is within High to Very High fire severity zones. Nevada County has 43 communities considered at-risk and those include: Alta Hill, Alta Sierra, Cedar Ridge, Cherokee, Cherry Creek Acres, Chicago Park (Pinecrest), Donner, Floriston, Forest Knolls - Banner Mountain, French Corral, Glenbrook, Glenshire-Devonshire, Gold Flat Nevada, Grass Valley, Higgins Corner (Wolf), Hirschdale, Hobart Mills, Kingvale, La Barr Meadows, Lake City, Lake of the Pines, Lake Wildwood, Mooney Flat, Nevada City, Newtown, Norden Nevada 2001, North Bloomfield Nevada, North Columbia Nevada 2001, North San Juan, Peardale Nevada 2001, Penn Valley, Prosser Lakeview

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Estates, Red Dog, Rough and Ready (Bitney Corner), Sherwood Forest, Soda Springs, Sweetland, Truckee, Union Hill, Washington, Willaura Estates, Willow Valley - Cascade Shores, and You Bet. The 1,237 acres to be treated within the footprint of the Ponderosa West Grass Valley Defense Zone Project are located within the Very High 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).

In total, 2,988 improved parcels valued at more than \$10,000 are located within 1.5 miles of the project area; in total the combined value equals \$591,438,842. These atrisk structures also include the only animal shelter in Nevada County, Sammie's Friends, as well as the McCourtney Road Transfer Station. Within a mile of the project boundary include 7 churches, 12 bridges, 6 schools, 3 fire stations, 2 government buildings, and 4 shelters including the Nevada County Fairgrounds. In addition to the known structures listed above include proprietary private energy and telecommunication utility infrastructure, productive farmland and a number of local businesses. Additionally, the historic City of Grass Valley is located directly east of the defense zone. With a population of nearly 13,000 people, the City of Grass Valley is a Gold Rush town and tourist destination with dozens of historic landmarks, rich recreational opportunities, and was recently deemed a California Cultural District.

D. Community Support

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

Participating landowners will volunteer their time to assist in flagging property boundaries, meet the Registered Professional Forester to verify treatment prescriptions and help monitor the Licensed Timber Operator.

Nevada County has also applied to the Federal Emergency Management Agency (FEMA) for a grant to administer aggressive roadside vegetation management on the more than 400 roads it manages. Adjacent to and within the Ponderosa West Grass Valley Defense Zone Project are a total of 10.38 miles which will receive vegetation treatment if the grant is awarded which will complement and extend the impact of CAL FIRE funding in this region.

Project Coordination performed by Nevada County for fuels treatment around the animal shelter and McCourtney Road transfer station will also be in-kind. Nevada County will work with the California Department of Corrections and Rehabilitation's Washington Ridge Conservation Crew who will perform manual removal of hazardous vegetation.

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Nevada County will also provide in-kind assistance in the form of PR and Communications from an Administrative Analyst to help keep the community informed about the goals, objectives and progress of the project.

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

Nevada County and the Fire Safe Council view the Ponderosa West Grass Valley Defense Zone Project as a model and effective educational tool for communicating best management practices for hazardous vegetation. This project will serve as an example for good land stewardship. Nevada County and the Nevada County Fire Safe Council will invite local media to join for a tour of the property before, during and after the project has been completed to keep the community informed of the progress of the project. Community engagement is a priority for both organizations and we maintain close relationships with local media like Yubanet, The Union, NCTV, KVMR and KNCO to make sure the community is aware of County programs and projects on multiple media channels. 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.

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

The Nevada County Fire Safe Council 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.

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).

Nevada County and the Nevada County Fire Safe Council 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. Through our partnership together, and with the Community Wildfire Prevention Stakeholders group, a coalition of more than 30 state, local and federal agencies and non-profits, we work to reduce catastrophic wildfire in Nevada County. The Fire Safe Council has an all-volunteer board of directors who represent a cross-section of the

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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, Pacific Gas & Electric, as well as homeowner's and retired fire fighters. Nevada County and the Nevada County Fire Safe Council through a multi-pronged approach coordinate to ensure all homes in Nevada County work toward effective defensible space. Nevada County's Hazardous Vegetation Ordinance requires all homes maintain 100 feet of defensible space. Nevada County supports the Nevada County Fire Safe Council which works closely with neighborhoods to motivate landowners to organize to become formal NFPA Firewise Communities. We work together to place community benefit fuels reduction treatments on the ground that compliment larger landowner fuel reduction projects for the greatest benefit to the forested landscape and the watershed. These collaborative efforts expand fuels reductions across the at-risk wildland urban interface at the landscape level by removing fuel loads which lower fire intensity.

E. <u>Project Implementation</u>

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

The project will begin September 2019 and be completed March 2022. This timeframe will provide sufficient time to conduct a competitive bid process to hire a Registered Professional Forester to complete the CEQA compliance and meet the landowners to develop a specific treatment prescription. The treatment developed by the Registered Professional Forester will be designed to provide a direct benefit to State Responsibility Area lands through the reduction of fire hazards in and near communities and essential infrastructure. This treatment will also increase carbon sequestration through improved forest health and resilience. Nevada County will partner with the Fire Safe Council who will conduct public meetings to introduce the project to neighbors and promote the Climate Change Investment project funding. CEQA is anticipated to take 3-6 months depending on field surveys. Competitive bids for the implementation will occur in the fall/winter of 2019 and implementation will begin 2020. The timeline may be expedited based on CEQA and contractor availability. At the lower elevations of Nevada County, work may be implemented during dry days throughout the year. To ensure safe operations, weather forecasts will be monitored so work does not coincide with Red Flag weather conditions.

2. Verify the expected timeframes to complete the project will fall under the March 15, 2022 deadline.

The project will begin September 2019 and be completed by March 15, 2022.

3. Describe the milestones that will be used to measure the progress of the project.

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Milestones will include: hiring a Registered Professional Forester, completing CEQA compliance, contracting with landowners, engaging the community with the project, hiring a License Timber Operator, and implementing treatment. Photographic evidence before and after prescription treatment will capture the effectiveness of the project.

4. Describe measurable outcomes (i.e. project deliverables) that will be used to measure the project's success.

The ultimate project deliverable are the 1,237 total number of acres treated. Additional outcomes are the homes and essential infrastructure protected, residents educated, and egress/ingress routes provided.

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

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

CEQA requirements will be met by contracting with a Registered Professional Forester who will determine the best permitting for the 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.

Nevada County will be partnering with the Fire Safe Council who has successfully implemented fuels reduction projects for the past two decades. Over the past seven years, the Fire Safe Council has successfully implemented: the Deer Creek Fuel Break, Alder Creek Fuel Break, and the Columbia Hill Fuel Break Expansion.

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 with the Fire Safe Council who will be managing the grant. The Fire Safe Council is overseen by volunteer board of directors who jointly hold responsibility for all aspects of the grant management and the organization with the Chief Operating Officer. The organization utilizes QuickBooks accounting software, the Office Manager provides invoicing and documentation for approval by the Chief Operating Officer for maintain proper project accounting and records. Grant and class accounting systems are in place to enable matching funds to be applied and tracked appropriately. An independent contracted accountant reviews individual transactions, Project Tracking Number: 18-FP-NEU-1071

applies overhead based on hours worked and closes the books to produce financial statements for the board of directors on a monthly basis. The Fire Safe Council has elected to be audited each year by a Certified Public Accountant (CPA) to ensure proper fiscal management and recommendations for improvements. The CPA provides a report directly to the board annually and files the required no-profit tax returns. It is noteworthy that the Fire Safe Council has been audited by the California Department of Finance, California Fire Safe Council, United States Department of Interior and independent CPAs since 2006 and has passed all independent audit reviews without exception.

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.

Grant funds will provide for staff to solicit contractor bids, secure landowner agreements, manage contractor work, conduct field inspections, monitor progress via photo documentation, grant administration, and purchase a chipper. 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.

Nevada County facilities seeks to purchase a chipper to be used by Facilities staff to assist in thinning and clearing of brush on both private and public lands within the Ponderosa West Grass Valley Defense Zone Project. A chipper would not only be effective in implementing fuels treatment for this specific defense zone project, but would help Nevada County to maintain the 200+ developed and undeveloped lands maintained by the organization year round. Thousands of residents visit Nevada County throughout the year. Well maintained lands will model best management practices for hazardous vegetation throughout the community. In addition, Nevada County could share the chipper with organizations such as the Fire Safe Council, schools, cities, and other agencies around the community to increase protection on State Responsibility Area lands.

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. The area to be treated includes 127 individual land parcels which will each need to receive their Project Tracking Number: 18-FP-NEU-1071

own CEQA compliance. 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 complex web of factors, including aggressive 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 Nevada County Fire Safe Council has a long history of operating fuel reduction activities and has a history of 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.

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, which represent approximately 12% of the total program, will be given to 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 of this fire education and prevention organization which is a pillar in the community.

5. Explain each object category in detail and how that would support meeting the grant objectives. (Please type in blank space below. Please note there is no space limitation).

Salaries and Wages

Funding Request: \$62,500

Matching Funds, County of Nevada and Nevada County Fire Safe Council: \$14,800

Matching Funds, Partners: \$7,563

Total: \$84,863

The County of Nevada will manage and coordinate approximately 10% of the grant, with the Nevada County Fire Safe Council managing and coordinating the majority of the project. Nevada County will manage the defense zone clearing on the County's property surrounding the animal shelter, Sammie's Friends, and the McCourtney Road Transfer Station at the southern end of project footprint. The County of Nevada and the Nevada County Fire Safe Council will partner on outreach and education efforts to promote the Ponderosa West Grass Valley Defense Zone as a model project and example of

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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 one Executive Director who will spend approximately 1,000 hours at a rate of \$50/hour to draft and process Requests for Proposals, hire contractors, conduct mapping, secure landowner agreements, and perform monitoring. An amount of \$12,500 has been calculated for one Program Manager to manage invoicing and reporting, and assist with project outreach and education. An amount of \$7,600 for grant management for the County of Nevada has been calculated for 100 hours at a rate of \$75/hour to draft and process Requests for Proposals, as well as oversee reporting and invoicing. An amount of \$7,200 has been determined for project coordination for 150 hours at a rate of \$48 to supervise contractors on County land, monitor performance, and conduct outreach and education efforts with the Nevada County Fire Safe Council. County of Nevada personnel time, valued at a total \$14,800 is considered an "in-kind" contribution for this proposed project.

Employee Benefits

Funding Request: \$26,500

Matching Funds, County of Nevada and Nevada County Fire Safe Council: \$7,500

Matching Funds, Partners: N/A

Total: \$34,000

Employee benefits are allocated to County of Nevada and Nevada County Fire Safe Council based on staff time dedicated to this project. County of employee benefits, valued at a total dollar value of \$7,500 have been identified as an "in-kind" contribution for this proposed project.

Contractual

Funding Request: \$2,734,400

Matching Funds, County of Nevada and Nevada County Fire Safe Council: N/A

Matching Funds, Partners: N/A

Total: \$2,734,400

Grant funds are requested in the amount of \$260,000 to hire a contracted Registered Professional Forester to conduct CEQA on the 127 property parcels located within the project footprint. Costs are expected to fluctuate per parcel size, but it is estimated that the average cost per parcel will be approximately \$2,000.

Mastication and chipping costs for the 1,237 acres are estimated at \$2,000 per acre for a total of \$2,474,000.

Travel and Per Diem

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Funding Request: N/A

Matching Funds, County of Nevada and Nevada County Fire Safe Council: N/A

Matching Funds, Partners: N/A

Total: N/A

Supplies

Funding Request: N/A

Matching Funds, County of Nevada and Nevada County Fire Safe Council: N/A

Matching Funds, Partners: N/A

Total: N/A

No travel, per diem or supply expenses have been allocated for this project.

Equipment

Funding Request. \$80,000

Matching Funds, County of Nevada and Nevada County Fire Safe Council: N/A

Matching Funds, Partners: N/A

Total: \$50,000

The County of Nevada is requesting \$80,000 to procure a Vermeer BC 1000XI Chipper and assist with maintenance during the duration of the grant. The chipper will provide for hazardous vegetation removal within the project footprint. The chipper will also assist the County with defensible space management on other County-maintained after the project is complete. The County of Nevada also foresees engaging in a Memorandum of Understanding to lend the chipper to partner agencies, municipalities, and the Fire Safe Council for completing fire safe activities in the community.

Indirect Costs

Funding Request: \$263,064

Matching Funds, County of Nevada and Nevada County Fire Safe Council: N/A

Matching Funds, Partners: N/A

Total: \$263,064

Administrative expenses representing 12% of the total program will pass through to 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 of this fire education and prevention organization which is a pillar in the community.

H. 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?

The Ponderosa West Grass Valley Defense Zone Project will reduce Greenhouse gas emissions by:

- Reducing emissions from wildfire
- Stabilizing long-term storage of carbon in biomass
- Improving carbon sequestration in California's natural forest
- Reducing fire hazard in and near communities and infrastructure that provides a direct benefit to State Responsibility Are
- Improving health and resilience of treated areas for increased carbon sequestration

The intent of the project is to reduce the likelihood of wildfire from places where fire is not tolerable on the landscape – in this case, the communities, homes, infrastructure, and other highly valued resources in and around the project area. Greenhouse reduction objectives are achieved most directly through *avoided* wildfire emissions. The establishment of the Ponderosa West Grass Valley Defense Zone Project will reduce wildfire starts, provide an region to catch wildfires before they propel into densely populated wildland urban areas, provide a safe place for firefighting efforts which all contribute to reduced wildfire emissions over time. The project includes an education component and will serve as a model for defensible space to promote fire-safe communities and capture the benefits and synergy of collective, community-wide efforts.

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

The project is located within Census Tract 6057000502 which is defined as a Low-Income community per AB 1550. Additionally, community benefits will also be extended to the Low-Income communities in Census Tracts 6057000105, 6057000104, 6057000900, 6057000501, and 6057000600, primarily located around Alta Sierra, Grass Valley, North San Juan, and Washington.

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

The defense zone will result in several co-benefits to the community as a whole. In addition to significantly reducing risk to human lives, wildlife and property, the project will increase education and awareness, protect natural, cultural and historical resources, as well as provide a cost effective way to maintain and sustain the project into the future. The Ponderosa West Grass Valley Defense Zone Project will be an community education tool raising awareness and engaging not only to the residents within the

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project, but also the community at large as it will also serve as a model project to which the Nevada County and the Nevada County Fire Safe Council can point. Nevada County also has a large stock of historically significant public buildings, homes, and landmarks listed in the National Register of Historic Places, California Register of Historical Resources, California Historical Landmarks, and California Points of Historical Interest. Nevada County was home to a significant Native American population and was the site of bustling mining operations during the Gold Rush. Within Nevada County are nearly seventy cultural, anthropological and historical resources worthy of preservation. The Ponderosa West Grass Valley Defense Zone Project will help to safeguard these landmarks and the historic downtown of the City of Grass Valley which is immediately adjacent to the shaded fuel break location.

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 upon completion of the project in March of 2022 and will be maintained through land owner agreements which will require at least ten years of maintenance.

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Project Name: Ponderosa West Grass Valley Defense Zone

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