## Attachment C





#### DEPARTMENT OF FORESTRY AND FIRE PROTECTION

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



January 2, 2019

John Akeman County of Monterey 1441 Schilling Place Salinas, CA 93901

5GG17120; Reducing Fuel Load to Manage Wildfire Risk at Jacks Peak County Park, Monterey, California

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 Jonathan Pangburn at (831) 333-2600 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. Full 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 **November 30, 2018**.
  - Attachment 5 Std. 204 Payee Data Record <a href="http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf">http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf</a>
  - 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: Virginia Hernandez Jonathan Pangburn Stella Chan

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

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**County of Monterey** 

PROJECT TITLE:

Reducing Fuel Load to Manage Wildfire Risk at Jacks Peak County Park,

Monterey, California

**GRANT AGREEMENT:** 

5GG17120

SIGNATURE OF CAL FIRE ACCOUNTING OFFICER

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: Removing fuels in the form of dead and dying trees, downed vegetation, and ladder fuel vegetation in a 3-tiered buffer approach around existing Park roads and maintenance facilities. High, moderate, and selective thinning will be implemented at 100ft, 200ft, and 300ft distances, respectively, from this infrastructure. The total proposed treatment area is 171 acres.

Total State Grant not to exceed \$ 116,789.00 (or project costs, whichever is less)

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

	County of I				DEPA	ARTMENT OF I	FORESTRY			
By Signature	Application Applic	,		В	1	Aul				
_	DIRPCTO			Title: De	ennis Ma	nthisen, State I	ire Marshal			
Date 11/26	2010			Date 1	2/14	118				
			CERTIFI	CATION OF FUNI	DING /					
AMOUNT OF ESTIN	MATE	GRANT AG	REEMENT	IUMBER	FUND					
\$116,789.00		5GG1712	20		Green	house Gas Re	duction Fund			
ADJ. INCREASING ENCUMBRANCE \$ 0.00		APPROPRI Greenho		Reduction Fund	ion Fund					
ADJ. DECREASING ENCUMBRANCE \$ 0.00		FUNCTION Greenh	ouse Ga	s Reduction F	und					
UNENCUMBERED I	BALANCE	LINE ITEM ALLOTMEN	т	CHAPTER		STATUTE	FISCAL YEAR			
\$116,789.00		3540-00	-	14, 249		2017	17/18			
T.B.A. NO.	B.R. NO.	9212	OBJ. EXPEN D	PCA		PROJECT/WO	RK PHASE			
			418	91015		VENDOR#				
I hereby certify	upon my pe	rsonal kno	wledge th	nat budgeted fund	ds are a	vailable for thi	s encumbrance.			

County of Monterey

Reducing Fuel Load to Manage Wildfire Risk at Jacks Peak County Park, Monterey, California

#### 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 Monterey, hereinafter referred to as "GRANTEE".
- 2. The STATE herby grants to GRANTEE a sum (hereinafter referred to as "GRANT FUNDS") not to exceed One Hundred Sixteen Thousand Seven Hundred Eighty Nine Dollars (\$116,789.00).
- 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. Department of Forestry and Fire Protection (CAL FIRE) Fire Prevention Grant Program Procedural Guide 2017-2018
  - 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 Chapter 249, Statutes of 2017 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 **5GG17120**.
- 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 Monterey
Section/Unit: BEU - San Benito- Monterey Unit	Section/Unit:
Attention: Jonathan Pangburn	Attention: John Akeman
Mailing Address:	Mailing Address:
2221 Garden Road	1441 Schilling Place
Monterey, CA 93940	Salinas, CA 93901
Phone Number: (831) 333-2600	Phone Number: (831) 755-5025 x4911
Email Address:	Email Address:
Jonathan.Pangburn@fire.ca.gov	AkemanJD@co.monterey.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 18 months 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:

California Department of Forestry & Fire Protection Attention: Jonathan Pangburn 2221 Garden Road Monterey, CA 93940

- 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 California Climate Investment Fire Prevention 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. 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 895.2) and contribution (see 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

County of Monterey

Reducing Fuel Load to Manage Wildfire Risk at Jacks Peak County Park, Monterey, California

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.

GRANT NUMBER 5GG17120
County of Monterey
Reducing Fuel Load to Manage Wildfire Risk at Jacks Peak County Park, Monterey,
California

## 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 (<a href="https://ww2.arb.ca.gov/resources/documents/cci-quantification-benefits-and-reporting-materials">https://ww2.arb.ca.gov/resources/documents/cci-quantification-benefits-and-reporting-materials</a>).
- 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-

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:

"The Reducing Fuel Load to Manage Wildfire Risk at Jacks Peak County Park, Monterey, California 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: <a href="https://www.caclimateinvestments.ca.gov">www.caclimateinvestments.ca.gov</a>."



# California Department of Forestry and Fire Protection (CAL FIRE) California Climate Investment Fire Prevention Program Grant Application Fiscal Year 2017-18 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 Trac	<b>:king #:</b> 17-FP-BE	EU-0147			CalMapper ID:			
Project Name/Tit	tle: Reducing Fue	el Load to Manage V	Vildfire R	isk at J	acks Peak Co	unty Park, Mo	nterey, Califo	ornia
County: Monte	rey	CAL FIRE Unit/Con	tract Cou	ınty: B	EU - San Benit	to-Monterey l	Jnit	Please use this 3-letter Unit identifier for file naming (see questions 6 & 17)
2. Organizatio	<b>on Type:</b> Count	ty			If Other, plea	ase specify:		
If Non-Profit, are	you a registered	501(c)(3)?			Fire Protect	tion Provider	:	
3. Sponsoring	Organization:	Monterey County I	Resource	Mana	gement Agen	ıcy: Parks Dep	artment	
Project Manage	<b>r</b> Title: Parks Pla	anning Manager						
First Name: John	ı				Last Name:	Akeman		
Address 1: 1441	Schilling Place							
Address 2:								
City: Salinas			State: C	Californ	nia		Zip Code:	93901
Phone Number:	(831) 755-5025	x4911		Seco	ndary Phone I	Number:		
Email Address:	AkemanJD@co.r	nonterey.ca.us				Fax Number:		
4. For which <u>p</u> ւ	rimary activity	is funding being	request	ted?				
Fuel Reduction								
	•	the estimated start ling is due 30 days a					-	<b>UST</b> be completed by mat.

Tracking #: 17-FP-BEU-0147

Project Start Date: 09/01/2018

Project Name: Reducing Fuel Load to Manage Wildfire Risk at Jacks Peak County Park, Monterey, California

Project Completion Date: 03/15/2022

6. Project Location: Identify a central point that identifies the general area of project activities. Enter the information in NAD 83 - degrees, minutes and seconds in whole numbers. Enter Longitude as a positive number.
A <u>REQUIRED</u> component of the application is the usage of the Fire Prevention Grant Project/Treatment Area Mapping Program. The mapping program and directions can be found here: <a href="http://calfire.ca.gov/fire\_prevention/">http://calfire.ca.gov/fire\_prevention/</a>

Latitude N 36 33 50 Longitude W 121 52 3

Latitude must be between 32 and 42 degrees. Longitude must be between 114 and 125 degrees. Latitude and Longitude minutes and seconds must be between 0 and 60. For planning or public education projects, use a central point in the WUI for the general area covered by the project.

Please attach a Project map in PDF format with geographic information describing your project location. The map should show the surrounding area in relation to the project. **File naming convention:** Features should be named with the Tracking # and Feature Type. *Example: 17-FP-UUU-XXXX-MAP.pdf* 

"Project Area" is the general area where project activities will reduce wildfire risk and/or damage. All projects must have a project area. For planning or public education grants or other projects that don't have well-defined boundaries, provide a map that generally covers the area. For example, for a county-wide public education project, the map should identify the populated portion of the WUI in the county.

#### 7. Project Area Statistics:

firepreventiongrants

For all projects, give an estimate of the project area size and include an estimate of the number of habitable structures impacted by the project. Provide the size of the treatment area for projects that include fuels treatment.

	LRA	FRA	SRA
Habitable Dwellings (# of dwellings):			0
Project Area (acres):			892
Fuels Treatment Area (acres):			171

#### 8. SRA Fire Hazard Severity Zones (FHSZ):

What SRA Fire Hazard Severity Zones (FHSZ) are in the project area? SRA Fire Hazard Severity Zone ratings are available at: <a href="http://calfire.ca.gov/fire">http://calfire.ca.gov/fire</a> prevention/fire prevention wildland zones.php

Please provide an approximate number of acres or percentage of the project area in each zone.

FHSZ Rating	Acres	Percent	
Very High		100	%
High			%
Moderate			%
Non SRA (Federal or Local Area)			%
TOTAL		100	%

Acres Note: Total acres must be the same as Item 7 Project Area (Acres).

Percent Note: Total % must be 100%

Tracking #: 17-FP-BEU-0147

Project Name: Reducing Fuel Load to Manage Wildfire Risk at Jacks Peak County Park, Monterey, California

Are there any existing forest or land mana- related to zoning; use restrictions, or other	•		
If checked, describe existing plan(s)	and the limitations, if any, in the a	attached Scope of Wo	ork.
<b>10. Timber Harvest Plans:</b> For fuel reduction projects, is there a timbe Completion" has not been filed with CAL F		ortion of the propose	d project area for which a "Notice of
If checked, provide the THP identification	on number and describe the relationsh	nip to the project in the	attached Scope of Work document.
ТІ	HP ID Number:		
<b>11. Communities at Risk:</b> Is the project See <a href="http://osfm.fire.ca.gov/fireplan/firepla">http://osfm.fire.ca.gov/fireplan/firepla</a>			nunity At Risk? No
If yes, what is the name of the community(ies)? If none, enter "none".	Carmel Valley, Carmel-by-the-Se	a, Monterey, Del Mor	nte Forest, Del Rey Oaks
	Number of Community(ies) at Ri	sk: 5	
<b>12. Disadvantaged/Low Income Con</b> See https://www.arb.ca.gov/cc/capandtrac			ged and/or Low Income Community? ☐ Yes         No
If yes, select all that applies: Disad	vantaged	☐ Both	Buffer Zone
The Park's proximity to communities thre intensity of potential wildfires, reducing t			I
<b>14. Project Budget:</b> What is the proposed budget? Please included the proposed budget?	ude a discussion of the project bud	dget in the Scope of <sup>1</sup>	Work and enter the amount from the
Project Budget workbook (.xls).	Budget Item	Amount	
	Grant Portion of project (\$)	\$116,789.00	
	Equipment Purchases (\$)	\$0.00	
	Partners (\$)	\$26,100.00	
	Total Project Budget (\$)	142,889	
<b>15. Local Wildland Fire Risk Reduction</b> Is the project in, consistent with, or build of covered by this project? If so, discuss in the	on a larger plan that deals with the		pact to habitable structures in the WUI
	☐ Homeowners' Assoc	iation Plan	Fire Safe Council Action Plan
County Fire Department Strategic Fire	Plan Local Fire Departme	nt Plan	FIREWISE Community Assessment
☑ Other Local Plan (Identify in Scope of V	Vork) Local Hazard Mitigat	tion Plan	
Tracking #: 17-FP-BEU-0147			

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<b>16. CEQA Comp</b> Describe how con (CEQA) document	mpliance with	n the California Environmental ses this project or can be used	Quality Act (CEQA) will be achieved to meet CEQA requirements?	d in the Scope of Work. Is there an existing
Please indicate th	ne CEQA docu	ment type: Will File		planning, education and other projects that exempt from CEQA, select "Not Applicable".
Document Identi	fication Numl	ber		
requested information Note: Replace XXXX in	ANT: If you mo ation, your ap the file name wi	odify the language contained i oplication <u>will</u> be rejected. ith the project's ID Number.		than to fill in the blanks, or to provide are listed in the instructions for this application form.
US Mail	Email	Attachments	File Name	
	$\boxtimes$	Application Form (.pdf)	17-FP-BEU-0147-Application.pd	df
$\boxtimes$	$\boxtimes$	Scope of Work	17-FP-BEU-0147-SOW.pdf	
$\boxtimes$	$\boxtimes$	Project Budget	17-FP-BEU-0147-Budget.xls	
	$\boxtimes$	Project Map (.pdf)	17-FP-BEU-0147-MAP.pdf	
		Articles of Incorporation (.pdf)	NA	
Original	I Signature Re	equired: Gyantee's Authorized	Representative	Date Signed
Printed Na	me John A	keman	Tit	ile RMJ-Parke
Executed o	n: 6/6/2018 Dat	at Salinas	City	
			Print Form	

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 <a href="mailto:CALFIRE.Grants@fire.ca.gov">CALFIRE.Grants@fire.ca.gov</a>. 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: California Department of Forestry and Fire Protection, 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 <a href="mailto:June 6">June 6</a>, 2018. Electronic copy must be submitted no later than <a href="mailto:June 6">June 6</a>, 2018 at 3:00 pm <a href="mailto:PST">PST</a>. 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 <a href="mailto:CALFIRE.Grants@fire.ca.gov">CALFIRE.Grants@fire.ca.gov</a> for the physical mailing address.

Tracking #: 17-FP-BEU-0147

Project Name: Reducing Fuel Load to Manage Wildfire Risk at Jacks Peak County Park,

Monterey, California

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



<u>Project Name: Reducing Fuel Load to Manage Wildfire Risk at Jacks Peak County</u> Park, Monterey, California

Project Tracking Number: 17-FP-BEU-0147

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

Jacks Peak is an 892-acre county park owned and managed by Monterey County Resource Management Agency's Parks Department. Its forest is at high risk of a devastating wildfire that would release carbon into the atmosphere and hinder its ability to sequester carbon in vegetation and soils. This forested area's proximity to cities and communities enhances the likelihood of visitor-initiated fires, posing risk to the health and safety of nearly 90,000 people. Monterey County proposes removing fuels in the form of dead and dying trees, downed vegetation, and ladder fuel vegetation in a 3-tiered buffer approach around existing Park roads and maintenance facilities. High, moderate, and selective thinning will be implemented at 100ft, 200ft, and 300ft distances, respectively, from this infrastructure. The total proposed treatment area is 171 acres.

### A. Scope of Work

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

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

- 1. Describe the geographic scope of the project, including an estimate of the number of habitable structures and the names of the general communities that will benefit.
- 2. Describe the goals, objectives, and expected outcomes of the project.
- 3. Provide a clear rational for how the proposed project will reduce the risks associated with wildfire to habitable structures in the WUI.
- 4. Identify any additional assets at risk to wildfire that will benefit from the proposed project. These may include, but are not limited to, domestic and municipal water supplies, power lines, communication facilities and community centers.
- 5. Is the scale of the project appropriate to achieve the stated goals, objectives and outcomes discussed in Item 2 above?
- 6. How will the project/activity utilize the left over woody biomass? Will the project/activity use a biomass facility to reduce greater greenhouse gas emissions?

#### **Section 2: Planning Projects**

1. Describe the geographic scope of the project, including the communities that will benefit, and an estimate of the number of structures within the project area.

- 2. Describe how the project will assess the risks to residents and structures in the WUI and prioritize projects to reduce this risk over time.
- 3. Does the proposed plan add or build upon previous wildfire prevention planning efforts in the general project area?
- 4. Identify a diverse group of key stakeholders, including local, state, and federal officials where appropriate, to collaborate with during the planning process. Discuss how the project proponent plans to engage with these targeted stakeholders.
- 5. Describe the pathways for community involvement that will be incorporated in the planning process.

#### **Section 3: Education**

- 1. Describe the specific message of the education program and how it relates to reducing the risk of wildfire to owners of structures in the WUI.
- 2. Describe the target audience of the education program and how information will be distributed to this audience.
- 3. Will the education program raise the awareness of homeowner responsibilities of living in a fire prone environment?
- 4. Identify specific actions being advocated in the education material that is expected to increase the preparedness of residents and structures in the WUI for wildfire.
- 5. Describe the expected outcome of the education in terms of increased or changed public awareness about wildfire.

Answer only 1 set of questions from above, depending on your project; Fuel Reduction, Planning or Education.

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

1. While no habitable structures lie within the proposed project area, this forested area's proximity to the cities of Carmel-by-the-Sea, Monterey, Pacific Grove, Seaside, Del Rey Oaks, and the unincorporated communities of Carmel, Carmel Valley, and Laurels Grade is cause for concern as it poses risk to public health and safety of nearly 90,000 residents. The nearby areas of Big Sur, Carmel Valley, and Carmel Highlands were recently affected by the 2016 Soberanes fire which burned more than 132,000 acres and was only 5 miles from Jacks Peak, and the 2009 Basin Complex Fire of 2008 which burned over 162,000 acres at approximately 15 miles from Jacks Peak. Both fires proved to be devastating to habitable structures and local infrastructure, as the topography and periodic episodes of high wind pose unique challenges for fire fighters. The proposed project lies between Carmel Valley and the greater Monterey area, which may serve to strategically facilitate wildfire containment.

#### 2. Goals:

- Provide defensible space and fire breaks that could prevent fire spread and aid in fire containment
- Remove pest- and pathogen-ridden downed vegetation to prevent the spread of bark beetle and pitch canker
- Improve overall forest resilience to ensure the preservation of carbon stores in vegetation and soil, the health of a rare stand of native Monterey Pines, and the health of the Carmel River Watershed
- Uncover overgrown hydrants and other infrastructure to aid in fire suppression should a wildfire occur

#### **Objectives:**

• Remove dead and dying trees, downed vegetation, and ladder fuel vegetation from 171 acres of forested land.

#### **Expected Outcomes:**

- Reduced risk of wildfire in Jacks Peak Park
- Improved access to staging areas for wildfire and emergency responders
- Navigable alternate egress route for residents living on Loma Alta Road, which dead-ends at the border of Jack's Peak Park.
- 3. The proposed project takes place along roadways and near parking and picnic infrastructure in Jacks Peak Park. Common causes of wildfire at the WUI include cigarette butts and barbeques. By reducing fuel load in and near these areas, we can more effectively reduce the risk of visitor-initiated fire. Jacks Peak Park is densely forested, yet centrally located near the cities of Carmel-by-the-Sea, Monterey, Pacific Grove, Seaside, Del Rey Oaks, and the unincorporated communities of Carmel, Carmel Valley, and Laurels Grade. Given current fuel loads in the park, wildfire would burn hot, easily intensify into a crown fire, and spread quickly into dense residential areas.
- 4. The Carmel River provides critically important water resources for the greater Monterey area. Wildfire in Jacks Peak Park would likely impact this water resource, as its steep slopes are part of the Carmel River Watershed. The project area is additionally proximal to the Monterey Airport.
- 5. The scale of this project is designed to complement previous and ongoing efforts by the San Benito Monterey Cal Fire Unit to strategically prepare for wildfire on the Monterey peninsula.
- 6. The project does not propose the utilization of biomass for energy production, as the transport logistics are unfeasible. Biomass will be mulched and distributed throughout the treatment area. Where possible, a curtain burner will be used to eliminate excess biomass without adversely impacting air quality.

### 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?

The proposed project supports goals and objectives outlined in the California Strategic Fire Plan, the San Benito-Monterey CAL FIRE Unit Fire Plan, and the Monterey County Community Wildfire Protection Plan. It additionally supports goals and objectives outlined by the Monterey County Emergency Permit for Sudden Oak Death and the Cypress FPD Community Wildfire Protection Plan.

#### C. Degree of Risk

- 1. Discuss the location of the project in relation to areas of moderate, high, or very high fire hazard severity zone as identified by the latest Fire and Resource Assessment Program maps. Fire hazard severity zone maps by county can be accessed at: http://www.fire.ca.gov/fire\_prevention/fire\_prevention\_wildland\_zones\_maps.php
- 2. Describe the geographic proximity of the project to structures at risk to damage from wildfire in the WUI.
  - 1. 100% of the proposed fuel reduction project lies within the Fire and Resource Assessment Program's hazard severity zone with a classification of Very High.
  - 2. The proposed project lies within five miles of the Carmel Valley, Carmel-by-the-Sea, Monterey, Del Rey Oaks, and Seaside.

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

- 1. Does the project include any matching funds from other funding sources or any inkind contributions that are expected to extend the impact of the proposed 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.
- 3. Describe any plans to maintain the project after the grant period has ended.
- 4. Does the proposed project work with other organizations or agencies to address fire hazard reduction at the landscape level?
  - 1. This project does not include matching funds or in-kind contributions, but Monterey County staff time will be dedicated to the administration of the project.
  - 2. Planned external communications for this project include project signage, press releases, and social media outreach.
  - 3. The intention of this project is to address deferred maintenance needs in the reduction of accumulated fuel. There are no ongoing requirements associated with this project that extend beyond the grant period.

4. The proposed project will complement efforts made by the San Benito-Monterey CAL FIRE Unit, the Monterey County Fire Safe Council, the Monterey Peninsula Regional Park District, and the privately owned Del Mesa Carmel community. The combined effort aims to reduce regional wildfire risk at the landscape level.

#### E. <u>Project Implementation</u>

- 1. Discuss the anticipated timeline for the project. Make sure to take seasonal restrictions into account.
- 2. Verify the expected timeframes to complete the project will fall under the March 15, 2022 deadline.
- 3. Describe the milestones that will be used to measure the progress of the project.
- 4. Describe measurable outcomes (i.e. project deliverables) that will be used to measure the project's success.
- 5. If applicable, how will the requirements of the California Environmental Quality Act (CEQA) be met?

Forestry assessments and project planning: Completed Jan 2020

Project implementation: Feb-Apr 2020, Oct-Dec 2020 Post-implementation Assessments: Spring 2021

Project Completion: Spring 20022

#### Milestones:

- 1. Forestry Assessment
- 2. Finalization of project plan project approval by local CAL FIRE officials
- 3. Project bidding
- 4. Project implementation supervision from Registered Professional Forester
- 5. Project Assessment
- 6. Project Reporting

Measurable outcomes for this project include: number of dead/dying trees removed, total area treated, and changes in fire behavior – haul chart flame height ratings.

Requirements of the California Environmental Quality Act will be met by exemption through Governor Jerry Brown's 10-30-2015 Emergency Proclamation:

- 1. 100% of the project area lies within FRAP's Hazard Zone with the classification of Very High
- 2. 100% of the proposed project area lies within Tier 2 High Hazard Zone (and some Tier 1)
- 3. The project will be designed to strictly comply with Tree Mortality Task Force guidelines

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

The Monterey County Resource Management Agency has resources to dynamically manage and support the proposed project. Ongoing maintenance of over 13,000 acres of public park property indicate this administrative capacity. Recent tree removal projects include the extraction of 30 large eucalyptus trees from San Lorenzo Park in King City, CA. Point removals of hazard trees in Jacks Peak Park has been an ongoing effort and growing concern for the agency. Through collaboration with San Bemnito-Monterey CAL FIRE Unit officers, Monterey County Fire Safe Council, and the Monterey Peninsula Regional Park District, this project has the organizational support needed to be carried to completion. John Akeman, RMA Parks Planning Manager, will primarily implement this project. Project expense tracking and management of project records will be overseen by Monterey County Resource Management Agency's Deputy Director of Administrative Services, Shawne Ellerbee

## G. <u>Budget</u>

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.
- 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.
- 3. Is the total project cost appropriate for the size, scope, and anticipated benefit of the project?
- 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).
- 5. Explain each object category in detail and how that would support meeting the grant objectives.

Expenses outlined in the spreadsheet are estimated based on values in the CAL FIRE 2018 CFIP High Speed Rail Authority Reforestation user's guide. "Site prep" values cover expenses related to the preparation of treatment areas for mechanical fuel reduction work. This may include hand trimming or project assessments. Light, Moderate, and Heavy preparation refers to the treatments taking place at 300ft, 200ft, and 100ft distances, respectively, from County infrastructure.

#### 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?
- 2. Is the project located in a Low-Income or Disadvantaged Community? If not, does the project benefit those communities. Please explain.
- 3. What are the expected co-benefits of the project/activity (i.e. environmental, public health and safety, and climate resiliency)?
- 4. When are the Greenhouse Gas emissions and/or co-benefits expected to occur and how will they be maintained?

A fire in the pine forests of Jacks Peak would release carbon stores into the atmosphere, resulting in greenhouse gas emissions and damage to the carbon storage potential of the forest's soils and vegetation. This forested area's proximity to the cities of Carmel-by-the-Sea, Monterey, Pacific Grove, Seaside, Del Rey Oaks, and the unincorporated communities of Carmel, Carmel Valley, and Laurels Grade is cause for concern as it poses risk to public health and safety. Removal of dead and dying trees and ladder fuel will reduce risk of crown fires, thereby limiting the extent and intensity of potential wildfires. Mulching and curtain burners will be employed to limit emissions associated with this project.

Tracking #: 17-FP-BEU-0147 **Project Budget**Project Name: Reducing Fuel Load to Manage Wildfire Risk at Jacks Peak County Park, Monterey, California

Budget	Item Description	idin e mon	Cost Basi		· unity i t		ost Sha				Fun	iding Source				Total
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RN	MA Staff Administration	30	Days	\$	500	0%	100%	0%	\$	-	\$	15,000	\$	-	\$	15,000
		0	Hours	\$	-	0%	0%	0%	\$		\$	-	\$	-	\$	-
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3.0	Gabilan Fire Crews (15days)	45 0	Days Each	\$	- 400	100%	0% 0%	0%	\$		\$	-	\$	-	\$	18,000
Sit	e Prep: Moderate	57	Acres	\$	425	100%	0%	0%	_		\$	-	\$	-	\$	24,225
	e Prep: Heavy	56	Acres	\$	680	100%	0%	0%	\$		\$	-	\$	-	\$	38,080
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Total Gran	nt Proposed Costs				_	_		_	\$	116,789	\$	26,100	\$	-	\$	142,889



