

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

APPLICANT: Guadalupe-Coyote Resource Conservation District
PROJECT TITLE: North Santa Clara RCD Hazardous Fuel Reduction Program
GRANT AGREEMENT: 5GA21155

PROJECT PERFORMANCE PERIOD is from date of latter signature by CAL FIRE Deputy Director or Grantee though March 15, 2025.

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

PROJECT DESCRIPTION: Guadalupe-Coyote RCD will create a hazardous fuel reduction project to help reduce fuel loads and increase ecosystem services on a minimum of 800 acres in the foothills of northeast Santa Clara County. An important component of the project will be to conduct community outreach to historically underserved populations living in and adjacent to the proposed treatment areas.

Total State Grant not to exceed \$ 300,000.00 (or project costs, whichever is less).

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

Guadalupe-Coyote Resource Conservation District

**STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY
AND FIRE PROTECTION**

Applicant

By Stephanie Moreno
Signature of Authorized Representative

Title Executive Director

Date April 26, 2023

DocuSigned by:

DD5F1414AC554F2...

By
Title: **Daniel Berlant, Deputy Director**

Date 5/31/2023

CERTIFICATION OF FUNDING

GRANT AGREEMENT NUMBER 5GA21155	PO ID	SUPPLIER ID
FUND 0001	FUND NAME General Fund	
PROJECT ID N/A	ACTIVITY ID N/A	AMOUNT OF ESTIMATE FUNDING \$ 300,000.00
GL UNIT N/A	BUD REF 0011	ADJ. INCREASING ENCUMBRANCE \$ 0.00
PROGRAM NUMBER 2470010	ENY 2020	ADJ. DECREASING ENCUMBRANCE \$ 0.00
ACCOUNT 5340580	ALT ACCOUNT 5340580000	UNENCUMBERED BALANCE \$ 300,000.00
REPORTING STRUCTURE 35401002	SERVICE LOCATION 06160	

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

DocuSigned by:



6/1/2023

Signature of CAL FIRE Accounting Officer

Date

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Guadalupe-Coyote Resource Conservation District

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, Guadalupe-Coyote Resource Conservation District hereinafter referred to as "GRANTEE".
2. The STATE hereby grants to GRANTEE a sum (hereinafter referred to as "GRANT FUNDS") not to exceed Three Hundred Thousand Dollars (**\$300,000.00**).
3. In addition to the terms and conditions of this Agreement, the STATE and GRANTEE agree that the terms and conditions contained in the documents set forth below are hereby incorporated and made part of this Agreement.
 - a. California Climate Investments Department of Forestry and Fire Protection Wildfire Prevention Grants Program Direct Award Procedural Guide 2022
 - b. The submitted Application, Scope of Work, Project Budget Workbook, GHG Emissions Workbook and Exhibits
 - c. Addendum – Wildfire Prevention Grant Projects

4. SPECIAL PROVISIONS

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

III. GENERAL PROVISIONS

1. Definitions

- a. The term "Agreement" means grant agreement number 5GA21155.
- 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.

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2. Project Representatives

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

STATE: CAL FIRE	GRANTEE: Guadalupe-Coyote Resource Conservation District
Section/Unit: SCU - Santa Clara Unit	Section/Unit: N/A
Attention: Ed Orre	Attention: Stephanie Moreno
Mailing Address: 15670 Monterey Rd. Morgan Hill, CA 95037	Mailing Address: 1560 Berger Drive Room 211 San Jose, CA 95112
Phone Number: (408) 206-3704	Phone Number: (831) 235-1799
Email Address: Edgar.Orre@fire.ca.gov	Email Address: smoreno@gcrd.org

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

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

- d. GRANTEE certifies that the Project Scope of Work complies with all local, State, and federal laws and regulations.
- e. GRANTEE shall comply with the California Environmental Quality Act (CEQA) (Public Resources Code, Section 21000, et. seq. Title 14, California Code of Regulations, Section 15000 et. seq.) and all other local, State, and federal environmental laws. A copy of the certified CEQA document must be provided to STATE before any GRANT FUNDS are made available for any Project activity that could directly impact the environment (e.g. cutting, piling or burning bush, masticating, dozer work, etc.). CEQA compliance shall be completed within one (1) year from start date of the Agreement. The start date is considered the date the last party signs the Agreement. GRANT FUNDS will be made available in advance of CEQA compliance for project activities that do not have the potential to cause a direct environmental impact (e.g. project planning, locating and marking property or project boundaries, contacting and signing up landowners, etc.).
- f. GRANTEE shall permit periodic site visits by representative(s) of the STATE to ensure program compliance and that work is in accordance with the approved Project Scope of Work, including a final inspection upon Project completion.
- g. GRANTEE, and the agents and employees of GRANTEE, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents, of the STATE. No person who, as an officer, employee, or agent of the STATE participated in the preparation or creation of or determination to award this Grant Agreement shall serve as an agent or employee of GRANTEE including but not limited to those acts prohibited by Government Code Sections 1090, and 87100.

4. Project Costs and Payment Documentation

- a. Payment by the STATE shall be made after receipt of an acceptable invoice and approval by a duly authorized representative of the STATE. GRANTEE shall submit an invoice for payment to the CAL FIRE Project Representative of the STATE. A final invoice shall be submitted no later than 30 days after completion, expiration, or termination of this Agreement.
- b. For services satisfactorily rendered, and upon receipt and approval of invoices for payment, the STATE agrees to compensate GRANTEE for actual expenditures incurred in accordance with the rates specified herein,

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which is attached hereto, as Final Project Budget Detail, and made a part of this Agreement.

- c. Equipment purchased using GRANT FUNDS, wholly or in part, must be used by the GRANTEE for the project for which it was acquired. STATE retains a vested interest in the equipment for the useful life of the equipment, even after completion of the grant. GRANTEE shall provide written disposition of the equipment upon completion of the grant and upon any changes to the disposition of the equipment. Such disposition must be approved in advance by STATE. Equipment purchased using GRANT FUNDS cannot be used as collateral, financed, or sold without prior written approval from the STATE.
- d. GRANTEE shall submit, in arrears, not more frequently than once a month, and no less than quarterly, an invoice to the STATE for costs paid by GRANTEE pursuant to this Agreement. Each invoice shall contain the following information: the Agreement number, the dates or time period during which the invoiced costs were incurred, expenditures for the current invoice and cumulative expenditures to date by major budget category (e.g., salaries, benefits, supplies, etc.), appropriate supporting documentation, project progress reports, and the signature of an authorized representative of GRANTEE as detailed in the Invoice Guidelines of the California Climate Investments Department of Forestry and Fire Protection Wildfire Prevention Grants Program Direct Award Procedural Guide 2022.
- e. GRANT FUNDS in this Agreement have a limited period in which they must be expended. All GRANTEE expenditures must occur prior to the end of the Project performance period of this Agreement.
- f. Except as otherwise provided herein, GRANTEE shall expend GRANT FUNDS in the manner described in the Project Budget Detail approved by the STATE. The dollar amount of an item in the Project Budget Detail may be increased or decreased by up to ten percent (10%) of the budget item through reallocation of funds from another item or items, without approval by the STATE; however, GRANTEE shall notify the STATE in writing in project progress reports when any such reallocation is made, and shall identify both the item(s) being increased and those being decreased. Any increase or decrease of an item of more than ten percent (10%) of the budget item must be approved in writing by the STATE before any such increase or decrease is made. A formal approved amendment is required to increase the total amount of GRANT FUNDS.
- g. GRANTEE shall promptly submit any and all records at the time and in the form as the STATE may request.

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- h. GRANTEE shall submit each invoice for payment electronically to both the appropriate CAL FIRE Project Representative as identified in Item 2 and Northern Region Email Address (CNRgrants@fire.ca.gov). Hard copy submissions will not be accepted.
- i. Notwithstanding any of the provisions stated within this Agreement, the STATE may at its discretion make advance payment from the grant awarded to the GRANTEE if GRANTEE is a nonprofit organization, a local agency, a special district, a private forest landowner or a Native American tribe. Advance payment made by the STATE shall be subject to the following provisions.
- GRANTEE shall submit a written request identifying how funds will be used over a six-month period. The written request must be accompanied by an invoice that contains the same level of detail as a regular invoice.
 - GRANTEE shall file an accountability report with STATE four months from the date of receiving the funds and every four months thereafter.
 - Multiple advance payments may be made to a GRANTEE over the life of a project.
 - No single advance payment shall exceed 25% of the total grant amount and must be spent on eligible costs within six months of the advance payment request. GRANTEE may request additional time to spend advance funds but must be approved in writing by the STATE. The balance of unspent advance payment funds not liquidated within the six-month spending period will be billed for the return of advanced funds to the STATE.
 - All work under a previous advance payment must be fully liquidated via an invoice and supporting documentation and completed to the STATE's satisfaction before another advance payment will be made.
 - Any advance payment received by a GRANTEE and not used for project eligible costs shall be returned to CAL FIRE. The amount will be returned to the grant balance.
 - Advance payments must be deposited into an interest-bearing account. Any interest earned on advance payment funds must be accounted for and used toward offsetting the project cost or returned to the STATE.

5. Budget Contingency Clause

- a. If STATE funding for any fiscal year is reduced or deleted for purposes of the Fire Prevention Program California Climate Investments Grant Program, the STATE shall have the option to either cancel this Agreement

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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 the audit is completed or the three (3) years, whichever date is later.
- b. GRANTEE shall maintain satisfactory financial accounts, documents, and records for the Project and make them available to the STATE for review during reasonable times. This includes the right to inspect and make copies of any books, records, or reports of GRANTEE pertaining to this Agreement or matters related thereto.
- c. GRANTEE shall keep such records as the STATE shall prescribe, including, but not limited to, records which fully disclose (a) the disposition of the proceeds of state funding assistance, (b) the total cost of the Project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the Project cost supplied by other sources, and (d) any other such records as will facilitate an effective audit. All records shall be made available to the STATE, other State of California agency, or other entity as determined by the State of California for auditing purposes at reasonable times.
- d. GRANTEE shall use any generally accepted accounting system.

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8. Research

- a. GRANTEE that receives funding, in whole or in part, in the form of a research grant shall provide for free public access to any publication of a peer-reviewed manuscript describing STATE funded knowledge, STATE funded invention, or STATE funded technology shall be subject to the following conditions:
 - i. GRANTEE is responsible for ensuring that any publishing or copyright agreements concerning peer-reviewed manuscripts fully comply with this section
 - ii. GRANTEE shall report to STATE the final disposition of the 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.

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- e. Use of GRANT FUNDS for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution are allowable costs but must be within the GRANT FUNDS and item 4 of the agreement.
- f. GRANTEE may request a waiver to the publication requirement if GRANTEE has an existing publication requirement that meets or exceeds the requirements of the research provision. Waiver shall include information on GRANTEE's existing requirements. Approval of the waiver is at STATE's discretion.

9. Project Termination

- a. This Agreement may be terminated by the STATE or GRANTEE upon 30-days written notice to the other party.
- b. If either party terminates the Agreement prior to the completion of the Project, GRANTEE shall take all reasonable measures to prevent further costs to the STATE under the Agreement and the STATE shall be responsible for any reasonable and non-cancelable obligations incurred by GRANTEE in the performance of this Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.
- c. Failure by GRANTEE to comply with the terms of this Agreement may be cause for suspension of all obligations of the STATE hereunder at the discretion of the STATE.
- d. Failure of GRANTEE to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of the STATE hereunder if in the judgment of the STATE such failure was due to no fault of GRANTEE. At the discretion of the STATE, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
- e. Final payment to GRANTEE may not be made until the STATE determines the Project conforms substantially to this Agreement.

10. Hold Harmless

- a. GRANTEE shall defend, indemnify and hold the STATE, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent

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

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

11. Tort Claims

FEDERAL:

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

STATE:

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

12. Nondiscrimination

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

13. Conflict of Interest

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

14. Incorporation

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

15. Severability

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

16. Waiver

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

17. Assignment

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

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ADDENDUM – WILDFIRE PREVENTION GRANT PROJECTS

I. PROGRAM ACKNOWLEDGEMENT/RECOGNITION

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

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

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

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



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

Please note: Items marked in red are required.

1. **Project Tracking #:** 21-CNR-SCU-043

Project Name/Title: North Santa Clara RCD Hazardous Fuel Reduction Program

County: Santa Clara

CAL FIRE Unit/Contract County: SCU - Santa Clara Unit

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

CalMAPPER ID:

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

2. **Organization Type:** Other If Other, please specify: Resource Conservation Dist

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

3. **Sponsoring Organization:** Guadalupe-Coyote Resource Conservation District

Project Manager Title: Executive Director

First Name: Stephanie

Last Name: Moreno

Address Line 1: 1560 Berger Drive

Address Line 2: Room 211

City: San Jose

State: California

Zip Code: 95112

Phone Number: (831) 235-1799

Secondary Phone Number: (408) 288-5888

Email Address: smoreno@gcrccd.org

Fax Number:

Tracking #: 21-CNR-SCU-043

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Project Name: North Santa Clara RCD Hazardous Fuel Reduction Program

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

5. Project Completion Date: **03/15/2025**

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

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

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

THP ID Number: **[Redacted]**

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

Yes

No

Number of Communities in the project area: **3**

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

Yes

No

If Yes, select all that applies:

Disadvantaged

Low Income

Both

Buffer Zone

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

- Yes
- No

If Yes, please select all that apply:

- Good Neighbor Authority
- National Environmental Policy Act

Does your project/activity include work on Tribal Lands:

- Yes
- No

If yes, how many acres?

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

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

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

	LRA	FRA	SRA
Project Influence Zone (PIZ)	<input style="background-color: #ccccff;" type="text"/>	<input style="background-color: #ccccff;" type="text"/>	<input style="background-color: #ccccff;" type="text"/>
Treatment Influence Zone (TIZ)	<input style="background-color: #ccccff;" type="text"/>	<input style="background-color: #ccccff;" type="text"/>	800.00

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

Budget Item	Amount
Grant Funding Requested (\$)	300,000.00

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

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

CAL FIRE Vegetation Treatment Program

Document Identification Number:

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

Yes

No

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

Tracking #: 21-CNR-SCU-043

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Project Name: North Santa Clara RCD Hazardous Fuel Reduction Program

14. Application Submission:


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

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

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

Attachments	File Name
<input checked="" type="checkbox"/> Application Form (.pdf)	21-CNR-SCU-043-Application.pdf
<input checked="" type="checkbox"/> Scope of Work (.doc)	21-CNR-SCU-043-SOW.doc
<input checked="" type="checkbox"/> Project Budget (.xls)	21-CNR-SCU-043-Budget.xls
<input checked="" type="checkbox"/> Project Map (.pdf)	21-CNR-SCU-043-MAP.pdf
<input type="checkbox"/> Articles of Incorporation (.pdf) - Applies to Non-Profits only	21-CNR-SCU-043-AOI.pdf
<input type="checkbox"/> Mapping	Create a Geo Point & Polygon web link

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


Original Signature Required: Grantee's Authorized Representative

04/03/2023

Date Signed

Stephanie Moreno

Printed Name

Executive Director

Title

Executed on: 04/03/2023

Date

at

Plymouth, California

City

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

Tracking #: 21-CNR-SCU-043

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Project Name: North Santa Clara RCD Hazardous Fuel Reduction Program



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



Project Name: North Santa Clara RCD Hazardous Fuel Reduction Project

Project Tracking Number: 21-CNR-SCU-043

Project Description Summary:

Guadalupe-Coyote RCD (soon to be the North Santa Clara RCD) will create a hazardous fuel reduction project to help reduce fuel loads and increase ecosystem services on a minimum of 800 acres in the foothills of northeast Santa Clara County. An important component of the project will be to conduct community outreach to historically underserved populations living in and adjacent to the proposed treatment areas.

A. Scope of Work

This item is broken into project specific criteria depending on the type of project being proposed: Wildfire Prevention Planning, Wildfire Prevention Education or Hazardous Fuels Reduction. Please **answer one section of questions** that pertain to the primary activity type for your project.

Section 1: Hazardous Fuels Reduction

1. Describe the geographic scope of the project, including an estimate of the number of habitable structures and the names of the general communities that will benefit.
The RCD is proposing to conduct activities at a minimum of two sites consisting of a minimum of 800 acres, which will directly benefit the rural area surrounding the sites, and indirectly benefit at least three adjacent communities: San Jose, Milpitas and East Foothills.
2. Describe the goals, objectives, and expected outcomes of the project.
The primary goals of the project are to:
 - *reduce fuel loads and increase ecosystem services on working lands adjacent to urban areas.*
 - *increase public awareness of the importance and effectiveness of hazardous fuel reduction to reduce impacts of wildfire.*
3. Provide a clear rationale for how the proposed project will reduce the risks associated with wildfire to habitable structures.
The use of prescribed fire and expanded fire lines within the project area will reduce fuel loads so that in the event of wildland fire, there is less likelihood of catastrophic losses.
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.

- *Lick Observatory on Mount Hamilton*
- *Joseph D. Grant Park*
- *CalFire Sweetwater Fire Station*
- *Copernicus Peak with CalFire lookout (and state, regional, local government and private sector telecommunications equipment).*

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

Section 2: Wildfire Prevention Planning

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, structures 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: Wildfire Prevention Education

1. Describe the specific message of the education program and how it relates to reducing the risk of wildfire to owners of structures.
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 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: Hazardous Fuels Reduction, Wildfire Prevention Planning or Wildfire Prevention Education. (Please type in blank space below. Please note there is no space limitations).

B. Degree of Risk

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

The entirety of the planned prescribed burn areas are in very high hazard severity zones.

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

Isabel Ranch has several large residential structures within approximately ½ mile of burn area. Lick Observatory and its outbuildings are within 2 miles of burn area. There are scattered residences throughout the foothills within a 10 mile range, and highly urbanized areas of Milpitas and San Jose located outside of a 20-mile radius of the burn area.

C. Community Support

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

No

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.

The RCD will work with CAL FIRE SCU to disseminate press releases, social media posts, attend community meetings and provide updates on project progress. Additionally, handouts will be prepared for use during community outreach efforts.

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

The RCD will maintain contact with the landowners to address any concerns and potentially offer additional services within our purview, including future maintenance burns. CAL FIRE SCU will continue to conduct VMP burns as well.

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

The RCD works with the Santa Clara County FireSafe Council as a member of its Advisory Committee for the CWPP and the Santa Clara County Fire Prevention

Coordinator. It will also reach out to the Mount Hamilton Range Improvement Association.

D. Project Implementation

1. Discuss the anticipated timeline for the project. Make sure to take seasonal restrictions into account.
Our intention is to complete planning for at least one prescribed burn in the Fall of FY 2023-24. The second prescribed burn will be completed in the FY 2024-25.
2. Verify the expected time frames to complete the project will fall under the required completion dates depending on the source of the funds awarded.
All activities will be completed by March 15, 2025.
3. Using bullets, list the milestones that will be used to measure the progress of the project.
 - *Prepare and issue RFPs to solicit qualified consulting firms to conduct the PSAs, burn plans and other activities for the individual sites (45 days after execution of agreement).*
 - *Prepare handouts for community outreach (45 days after execution of agreement).*
 - *Coordinate site visits and pre-fire technical assistance with landowners of working lands scheduled for prescribed fire activities.*
 - *Conduct community outreach within neighboring communities.*
 - *Coordinate with CAL FIRE to complete all plans and arrangements necessary to proceed with prescribed fire activities for all sites}.*
4. Using bullets, list the measurable outcomes (i.e., project deliverables) that will be used to measure the project's success.
 - *Complete fuels reduction for 800 acres including contract writing, advertisement, award, administration and management.*
 - *Attend public meetings, disseminate press releases and provide updates on project progress.*
5. If applicable, how will the requirements of the California Environmental Quality Act (CEQA) be met?

By completing a PSA under the CAL VTP.

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

Not to the best of our knowledge, but will confirm by surveying landowners and County Planning staff as part of the pre-fire coordination activities.

E. Administration

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

The RCD was initially formed in the early 1940's and has a rich history of working to protect natural resources within its watersheds. The RCD's current Executive Director, who will be project manager for this project, has been with the RCD since 2014, and has over 29 years of management experience in the public sector, including extensive experience developing and implementing local government projects and programs. Among the most recent natural resource grants she has implemented are projects funded by CDFW, CDFR and USDA.

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 Executive Director, with assistance from the RCD grant administrator, will be responsible for tracking project expenses and maintaining project records. The Board of Directors has overall fiduciary responsibility for the District.

F. Budget

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

A. Salary and Wages:

Executive Director (ED): The Executive Director will serve as the project manager for this project. Estimated hours include those needed to manage records; provide progress reports to the Board of Directors and CAL FIRE; prepare RFPs; award and manage consulting contracts; review draft documents; liaison with landowners; liaison with County Planning; liaison with CAL FIRE prescribed burn staff; coordinate meetings; and close out the grant.

Conservation Program Coordinator (CPC): The CPC will be responsible for community outreach efforts; development of handouts; and presentations at community meetings.

B. Employee Benefits:

Executive Director (ED): Benefit rates include dental insurance; vision insurance; deferred compensation; employer payroll taxes; unemployment and workers compensation insurance.

Conservation Program Coordinator (CPC): Benefit rate includes health insurance; dental insurance; vision insurance; employer payroll taxes; unemployment and workers compensation insurance.

C. Contractual:

Environmental Contractor(s): Estimated costs to engage one or more qualified contractors for two burn sites to prepare PSAs under the Cal VTP in order to meet CEQA requirements.

Equipment Operator(s): Estimated costs to engage one or more qualified equipment operators to perform pre-fire fire line work.

Burn Plan Preparation/Burn Boss: Estimated costs to engage one or more qualified burn plan preparers/burn bosses to complete the burn plan, weather analysis, smoke management plan and other components needed to conduct safe prescribed burn activities. Contractor will prepare post-burn fire effects reports for both projects.

GCRCD Grant Administrator: The RCD has a current grant administrator under contract who will provide grant management and record-keeping services for this grant.

GCRCD Plan Reviewer: The RCD will engage a plan reviewer who has fire service experience to provide additional expertise to the ED for reviewing draft PSAs and burn plans.

D. Travel and Per Diem:

Site visits: Estimated costs for mileage reimbursement for site visits before, during and after prescribed fire and fire line activities, and for outreach presentations at community meetings.

E. Supplies:

Community outreach (hand-outs): Supplies to provide handouts at community outreach events.

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.

All funds will be used solely for grant activities related to plan development and review; fire line expansion; and community outreach. No equipment funds have been requested.

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.

Although PSA development is a new activity for the RCD, our understanding is that the estimates we have provided are in line with other similar activities being conducted outside of our area. If the bids come in lower than estimated, the RCD will seek to determine if it's feasible to identify and plan for prescribed fire activities on a third site.

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

Based on our preliminary investigations, we believe the total project cost of \$300,000 for prescribed burn planning and preparation activities at the two proposed locations is appropriate.

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

- A. Salary and Wages
- B. Employee Benefits

Assigning the Executive Director – an executive level manager - to the project provides a higher level of assurance that the District will maintain focus on objectives and complete the project successfully. Assigning the Conservation Program Coordinator to conduct outreach activities allows for dedicated engagement with the community.

- C. Contractual:

The amount of funding budgeted for each PSA and burn plan to be developed allows the District to engage highly qualified and reliable contractors who can help ensure quality and timely completion of the project, and allow CAL FIRE to proceed with planned prescribe burn activities as currently scheduled. Funding for equipment operators will increase firefighting capacity while managing the burns by expanding fire lines. Supplementing District staff with dedicated grant administration and plan review will help ensure quality reports, compliance with grant reporting requirements and timely completion of milestones. All of these items will increase the capacity of the District to complete a high-quality project successfully and on time.

- D. Travel and Per Diem:

Providing reimbursement for travel to site visits will allow the District to perform more pre-fire visits to conduct due diligence; allow for post-fire site visits for outcome measurement; provide additional landowner technical assistance if needed; and increase the number of community engagements.

E. Supplies:

This budget item will allow the District to provide hand-outs at community events, which increases awareness and reinforces educational outcomes for the community.

G. California Climate Investments

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

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

Results of new studies are showing that prescribed burns consume less biomass, releasing less carbon than wildfires of the same size and create healthier ecosystems which are better able to sequester carbon.

Low-intensity, prescribed burns do three beneficial things to secure carbon storage:

- *Burn less biomass than wildfires and consequently emit less carbon;*
- *Reduce the risk of high intensity wildfires by removing fuel; and*
- *Kills fewer large trees, leaving the lands more intact with living trees storing carbon in their biomass.*

Tracking #:

Project Budget

Project Name:

Budget Category	Item Description	Cost Basis			Cost Share (%)			Funding Source (\$)			Total (\$)
		Quantity	Units	Cost/Unit	Grant	Grantee	Partner	Grant	Grantee	Partner(s)	
A. Salaries and Wages											
	Executive Director	240	Hours	57.76	100%	0%	0%	\$ 13,862.40	\$ -	\$ -	\$ 13,862.40
	Conservation Program Coordinator	40	Hours	40.00	100%	0%	0%	\$ 1,600.00	\$ -	\$ -	\$ 1,600.00
		0	Hours	0.00	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Days	0.00	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	0.00	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	0.00	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	0.00	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	0.00	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	0.00	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
	Sub-Total Salaries and Wages:							\$ 15,462.40	\$ -	\$ -	\$ 15,462.40
B. Employee Benefits											
	Executive Director	240	Hours	14.96	100%	0%	0%	\$ 3,590.40	\$ -	\$ -	\$ 3,590.40
	Conservation Program Coordinator	40	Hours	7.24	100%	0%	0%	\$ 289.60	\$ -	\$ -	\$ 289.60
		0	Hours	0	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Days	0	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	0	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	0	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	0	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	0	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
	Sub-Total Employee Benefits:							\$ 3,880.00	\$ -	\$ -	\$ 3,880.00
C. Contractual											
	Environmental Contractor(s)	2	Report	100000	100%	0%	0%	\$ 200,000.00	\$ -	\$ -	\$ 200,000.00
	Equipment Operator(s)	15	Days	1000	100%	0%	0%	\$ 15,000.00	\$ -	\$ -	\$ 15,000.00
	Burn Plan Preparation/Burn Boss	2	Report	15000	100%	0%	0%	\$ 30,000.00	\$ -	\$ -	\$ 30,000.00
	GCRCD Grant Administrator	20	Hours	67	100%	0%	0%	\$ 1,340.00	\$ -	\$ -	\$ 1,340.00
	GCRCD Plan Reviewer	20	Hours	90	100%	0%	0%	\$ 1,800.00	\$ -	\$ -	\$ 1,800.00
	Sub-Total Contractual:							\$ 248,140.00	\$ -	\$ -	\$ 248,140.00
D. Travel & Per Diem:											
	Site visits	450	Miles	0.655	100%	0%	0%	\$ 294.75	\$ -	\$ -	\$ 294.75
		0	Days	0	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Days	0	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Days	0	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
	Sub-Total Travel & Per Diem:							\$ 294.75	\$ -	\$ -	\$ 294.75
E. Supplies											
	Community outreach (hand-outs)	79.99	Each	1	100%	0%	0%	\$ 79.99	\$ -	\$ -	\$ 79.99
		0	Days	0	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Days	0	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	0	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	0	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	0	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	0	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	0	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	0	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
	Sub-Total Supplies:							\$ 79.99	\$ -	\$ -	\$ 79.99
F. Equipment											
		0	Each	0	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	0	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	0	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	0	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	0	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
	Sub-Total Equipment:							\$ -	\$ -	\$ -	\$ -
G. Other Costs											
		0	Each	0	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Days	0	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Days	0	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	0	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	0	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
	Sub-Total Other Costs							\$ -	\$ -	\$ -	\$ -
Total Direct Costs								\$ 267,857.14	\$ -	\$ -	\$ 267,857.14
Indirect Costs (Exclude Equipment)								12%	\$ 32,142.86		\$ 32,142.86
Total Project Costs								\$ 300,000.00	\$ -	\$ -	\$ 300,000.00
Less Program Income								\$ -			\$ -
Total Grant Proposed Costs								\$ 300,000.00	\$ -	\$ -	\$ 300,000.00

