

**PROCEDURAL GUIDE
FOR
CAL FIRE GREENHOUSE GAS REDUCTION FUND
FOREST MANAGEMENT PROJECTS**

FUELS REDUCTION GRANTS

**AUTHORIZED BY
AB 32**

**California Global Warming Solutions
Act of 2006**

**FUNDED BY
SB 852, Budget Act of 2014**

**SB 862,
Committee on Budget and Fiscal Review.
Greenhouse Gases: emissions reduction, 2014**



**State of California – The Natural Resources Agency
California Department of Forestry and Fire Protection**

October 8, 2014

Quick Start

CAL FIRE Greenhouse Reduction Fund – Fuels Reduction

Eligibility

Native American tribes, public agencies, or nonprofit organizations.

Projects on forestlands.

Project types

Forest thinning.

Utilization of fire hazard vegetation for biomass or wood products.

Grant Criteria

All projects shall be designed to meet some or all of the greenhouse gas emission objectives.

Include a methodology to calculate and quantify the GHG emission benefit.

Registered Professional Forester involvement in project design and oversight.

All projects completed by December 31, 2019.

Concept Proposal Form - Fill out form on line

http://calfire.ca.gov/resource_mgt/downloads/GHG_ConceptProposalForm.pdf

and email it to calfire.grants@fire.ca.gov

Deadline for Concept Proposals - November 21, 2014

Contact - Fuels Reduction Program Manager: Tony Mediati,

Tony.Mediati@fire.ca.gov

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INTRODUCTION

This procedural guide includes information for the use of grant funds provided by the Greenhouse Gas Reduction Fund (GGRF) and administered by the California Department of Forestry and Fire Protection (CAL FIRE). CAL FIRE is administering grants for a variety of GGRF Forest Management Project programs. This guide addresses procedures for the Fuels Reduction Grants Program. The Fuels Reduction Grant Program is for nonprofit organizations, Native American tribes, and public entities interested in funding for projects that reduce wildland vegetation hazards on forestlands land in the State. All projects are for fire prevention and must demonstrate the potential for a Greenhouse gas (GHG) benefit through the manipulation of vegetation.

Department Mission:

The California Department of Forestry and Fire Protection serves and safeguards the people and protects the property and resources of California.

Purpose:

The purpose of all GGRF Forest Management Projects is to ensure California's forests continue to be a significant carbon storage "sink" and to reduce or avoid GHG emissions due to wildfire, loss of forest cover and pest damage. The objectives of the Fuels Reduction Grants Program include stabilizing or increasing carbon sequestration in trees retained on the project site, reduction of wildfire hazards to decrease wildfire emissions, utilization of biomass to offset use of fossil fuels, and use of solid wood materials to offset emissions resulting from removal of vegetation. To achieve these objectives, vegetation treatment forestry prescriptions will focus on selectively removing understory trees and brush to reduce fire hazards, improve tree growth, and increase forest health and resilience. Prudent management of forestlands can decrease the potential for large wildland fires that release greenhouse gases by creating forests that are less susceptible to ignition and that reduce the intensity of wildland fires, thereby allowing for more successful fire suppression efforts and greater survival of trees in the burned area.

APPLICANT ELIGIBILITY AND CONDITIONS

Below is an abbreviated list of applicant eligibility and projects conditions. See Appendix C, Eligibility and Grant Criteria, for a complete listing.

1. Eligible grantees may be Native American tribes, public agencies, or nonprofit organizations. Per the Public Resources Code, Section 30910 (c) "Nonprofit organization" means any California corporation organized under Section 501(c)(3) of the federal Internal Revenue Code.
2. Projects must be on forestlands and when applicable must meet California Forest Practice Rules for stocking standard immediately upon completion of the project.

3. All projects shall be designed to meet the goals of the California Global Warming Solutions Act of 2006 (Assembly Bill 32, Health and Safety Code Section 38500 et seq). Additionally, projects should be designed to meet some or all of the GHG emission reduction objectives stated in this guidelines document. GHG emission reduction objectives include maintaining or increasing carbon sequestration in trees retained on the project site, reduction of wildfire hazards to reduce wildfire emissions, reduction of potential pest damage, and utilization of biomass to offset use of fossil fuels. All projects will include a methodology and calculate and quantify the GHG emission benefit resulting from the project.
4. Vegetation treatment forestry prescriptions will focus on selectively removing understory trees and brush with a goal of reducing fire hazards, improving tree growth, stabilizing carbon in retained trees, increasing forest resilience, and utilizing vegetative material removed during the treatment.
5. A Registered Professional Forester (RPF) shall design the fuels hazard reduction vegetation removal prescription and have involvement/oversight in the removal of the vegetation. The RPF shall also develop and describe the GHG quantification methodology and calculate the GHG benefits of the project.
6. All project work related to the grant must be completed by December 31, 2019.

IMPORTANT POINTS

1. Project work may not commence until there is a fully executed agreement between CAL FIRE and the Grantee. Further, no project activities with the potential to impact the environment may commence until the requirements of the California Environmental Quality Act (CEQA) have been satisfied.
2. Agreements for funds approved by the Legislature must be executed (signed) within the period of availability provided in the state budget.
3. The Unit Forester or Designee must be contacted to conduct an inspection prior to invoicing CAL FIRE for completed work. CAL FIRE will conduct a spot inspection to verify that work to be invoiced has been satisfactorily completed. The invoice will be forwarded to Sacramento Headquarters for review and subsequent approval of payment. Expect payment to take four to eight weeks from the time an invoice is submitted.
4. A resolution or attesting document is required on all grants that involve nonprofit organizations and local government entities such as Fire Protection Districts and Resource Conservation Districts. The attestee cannot be the same individual as designated by the Board to sign the agreement. Please refer to the sample resolution (Appendix E). As a suggestion, on the line where it indicates 'whereas, the Board designates (designee's title)' list the title rather than a name. In the event the individual retires or leaves the organization, a new resolution designating a replacement would be required if a name is listed rather than the working title. The resolution should name the designee for not only entering into agreements on behalf of the board, but also the

authorized signatory for invoices. The nonprofit organization entity must notify CAL FIRE in writing when a different individual is appointed to either an acting or permanent capacity.

APPLICATION PROCESS and PROJECT ADMINISTRATION

The application process is a four stage process. During stage 1-Concept Proposal, interested applicants will submit a Concept Proposal that will allow CAL FIRE staff the opportunity to review and qualify the project for the stage 2-Project Application.

During the stage 2-Project Application, applicants will submit a more detailed application expanding on the components identified during the Concept Proposal.

Stage 3 & 4 are administrative steps that require each applicant to provide the completed application package to develop a final grant agreement.

The following represents the minimum information required for each phase of the application process:

Application Process:

1. **Concept Proposal** – Interested applicants should submit a Concept Proposal to CAL FIRE. CAL FIRE will review the Concept Proposal for general consistency with the requirements of the funding and Applicant Eligibility and Grant Selection Criteria. Proposals that meet these requirements will be asked to submit a Project Application.

Concept Proposals are to be prepared on line and submitted to the Grants Management Unit at calfire.grants@fire.ca.gov. Concept Proposals may also be mailed to:

Department of Forestry and Fire Protection
Grants Management Unit
P.O. Box 944246
Sacramento, CA 94244-2460

An example of the Concept Proposal form is located in Appendix C. The on-line form can be found at http://calfire.ca.gov/resource_mgt/downloads/GHG_ConceptProposalForm.pdf

The Concept Proposal form must be received by the Grants Management Unit no later than November 21, 2014.

When Concept Proposals are submitted to CAL FIRE the Grants Management Unit will log in the proposal and enter pertinent information into a database. Proposals will then be sent to the program manager for review. The program manager will review the project and notify the Grants Management Unit of which proposals meet the eligibility and funding criteria. The Grants Management Unit will then request an application from the proposal submitter if they meet the criteria or inform them that their proposal did not meet the criteria and will not be evaluated further.

2. **Project Application** – CAL FIRE will consider funding projects that met the Concept Proposal requirements and submitted a subsequent Project Application. Applicants invited to submit a Project Application should send the application to the following address:

Department of Forestry and Fire Protection
Grants Management Unit
P.O. Box 944246
Sacramento, CA 94244-2460

Applications submitted to Sacramento shall include one (1) complete hard copy set and one electronic copy on CD or USB drive (note: CDs and USB drives will not be returned) of the following documents:

Attachment A – Project Application. (Appendix C)
Attachment B – Scope of Work and map.
Attachment C – Proposed Project Budget. (Appendix D)
Nonprofit Applicants: Articles of Incorporation including the Seal from the Secretary of State.

Attachments A, B, and C become part of the final agreement between the State and the Grantee. Therefore, complete these attachments as accurately as possible to avoid delays due to corrections prior to approval. Revisions to Attachments A, B, and C will result in final documents agreed upon by the State and the Grantee as part of the Grant Agreement.

CAL FIRE will review the applications for completeness and the ability to achieve the objectives of the program. Applications found to meet these criteria will be further reviewed and recommendations made on priority ranking of the projects. Sacramento staff will receive written approval from the Grants Management Unit for all projects that include the purchase of equipment. If approval for equipment is not received the program manager will inform the grantee of the need to revise the project if they wish to have it considered further.

3. **Grant Agreement** – After project selection is complete, and all documents are found to be in order for signing, the Sacramento Grants Management Unit prepares a Grant Agreement and forwards it to the Grantee. Upon receipt of the Grant Agreement package, the grantee shall sign the three original signature grant agreements, submit them with a copy of attachments A, B & C, include the Board Resolution or Attesting Document granting authority to sign and Articles of Incorporation if a nonprofit applicant, and include a Standard Form 204. The complete Agreement package shall include a complete set of the following:

- 3 copies of the Grant Agreement with Terms and Conditions with original signatures
- Attachment A – Final Request for Grant.
- Attachment B – Final Scope of Work and map.
- Attachment C – Final Project Budget.
- Board Resolution or Attesting Document granting authority to sign.
- Articles of Incorporation if a nonprofit applicant.
- Standard Form 204.

4. **Grant Award** – Grantee returns three complete, original signed agreements to the Sacramento Grants Management Unit. Funding is encumbered by CAL FIRE Accounting Officers and the grant agreement is signed by the Deputy or Assistant Deputy Director for Resource Management, completing the approval process.

The Unit Forester or Designee is the designated contact to conduct periodic and final inspections.

All Agreements must be signed and returned to CAL FIRE prior to deadlines established by CAL FIRE Department of Accounting.

CAL FIRE may perform an audit of completed projects as described on under “State Audit.”

Grant Termination Date - All project work related to the grant must be completed no later than December 31, 2019.

Project Amendments and Termination:

After Project commencement, an Agreement may be amended by written consent of both the State and Grantee. An agreement may be terminated by the State or Grantee upon the giving of written notice thirty (30) days in advance of termination to the other party.

Changes to Approved Project:

A Grantee wishing to change the scope of an approved project shall submit the proposed change in writing to CAL FIRE for review and subsequent approval. Any change must be consistent with the authorizing legislation.

Accounting Requirements:

The Grantee shall maintain an accounting system that accurately reflects fiscal transactions, with the necessary controls and safeguards. This system shall provide a good audit trail, including original source documents such as receipts, progress payments, invoices, purchase orders, time cards, cancelled checks, etc. The system shall also provide accounting data so the total cost of each individual project can be readily determined. These records shall be retained by the grantee for a period of three years after final payment is made by the state.

Avoid audit exceptions – keep accurate records.

Loss of Funding:

The following are examples of actions that may result in a Grantee’s loss of funding: (Not a complete list)

- Grantee fails to obtain a Grant Agreement.

- Grantee fails to use all of its allocation.
- Grantee withdraws from the grant program.
- Grantee fails to complete the funded project.
- Grantee fails to submit all documentation within the time periods specified in the Grant Agreement.
- Grantee fails to submit evidence of CEQA compliance within one year of the execution of the agreement as specified by the Grant Agreement.
- Grantee changes the project scope without concurrence of the State.
- GHG objectives and emission reduction targets failed to be achieved.
- Grantee or the State terminates the project.

Eligible Costs:

Project cost must be consistent with the approved project application and incurred during the performance period as specified in the Grant Agreement. The following are Budget Items and eligible costs under those items. Use the information below to complete Attachment C – Project Budget Template.

Budget Item	Eligible Cost
Salaries and Wages	Salaries and wages of employees employed by the grantee whom are DIRECTLY engaged in the execution of the grant project. Limited to actual time spent on the grant project. Examples of expenditures would be time related to site visits and project monitoring, completion of reporting related to the grant project. Staff time related to accounting, business services, etc. are allowing only if those functions are not included in the grantee's overhead cost.
Benefits	Employer contribution share of fringe benefits associated with employees (paid from salaries and wages Budget Item) whom are directly engaged in the execution of the grant project. This will include Social Security, Medicare, Health Insurance, Pension Plan costs, etc. as applicable for the specific employee.
Contractual	Direct Consultant and contractual services necessary to achieve the objectives of the grant. Examples of contractual costs will be RPF supervision/certification, GHG verification contractor, etc. Procurement of contractual services should be documented to ensure selection on a competitive basis and documentation of price analysis.
Travel	Travel cost associated with travel to and from project sites, meetings, etc. directly related to the grant project and must be considered reasonable and necessary for the completion of the project. Reimbursement rates shall be consistent with the grantee's written travel policy. Absent a written policy, per diem shall not exceed the California Standard Per Diem Rate allowable by the U.S. General Services Administration (http://www.gsa.gov/portal/category/100120). Mileage rates shall not exceed the rates allowable by IRS (http://www.irs.gov/Tax-Professionals/Standard-Mileage-Rates).

Supplies	Supplies that are used in the direct support of the project are allowable. Supplies exceeding \$500 per unit cost shall be documented to ensure procurement of supplies on a competitive basis and documentation of price analysis.
Equipment	Equipment is items exceeding \$5,000 or more per unit cost and a tangible useful life of more than one year. Cost to lease equipment to use of the grant may be charged to the grant. Usage of equipment owned by the grantee may be charged to the grant at a rate set by the California Department of Transportation "Labor Surcharge and Equipment Rental Rate" guide (http://www.dot.ca.gov/hq/construc/equipmnt.html). Purchase of equipment using grant funds is allowable only with prior approval by CAL FIRE. A cost-benefit analysis to justify the cost of purchasing equipment versus leasing must be provided. Procurement of equipment must be done on a competitive basis and include documentation of price analysis. Grantee must include in the application package the proposed use and maintenance plans for equipment after the performance period of the grant. Disposition of equipment beyond the project performance period is subject to CAL FIRE approval.
Other	Other costs that do not fit in any of the above categories. Cost must be directly related to the grant project. Cost (such as rent, utilities, phones, general office supplies, etc.) that must be apportioned to the grant is considered indirect cost unless written justification is submitted and approved by CAL FIRE.
Indirect Costs	Costs associated with doing business that are of a general nature and are incurred to benefit two or more functions within the grantee organization. These costs are not usually identified specifically within the grant agreement, project, or activity, but are necessary for the general operation of the organization. Examples of overhead costs include salaries and benefits of employees not directly assigned to a project; functions such as personnel, accounting, budgeting, audits, business services, information technology, janitorial, and salaries of supervisors and managers; and rent, utilities, supplies, etc. Functions included as direct versus indirect costs must be applied consistently for all activities within the grantee organization, regardless of fund source.

Ineligible Costs:

The following are costs ineligible for reimbursement under the grant:

- Costs incurred before or after the project performance period.
- Cost of preparing grant proposal.
- Late fees, penalties and bank fees.

Payment of Grant Funds:

Funds cannot be disbursed until there is a fully executed Grant Agreement between the State and the Grantee. Except in those cases where CAL FIRE authorizes advanced payments, all payments will be made on a reimbursement basis (i.e., the Grantee pays for services, products or supplies; invoices CAL FIRE for same; and is reimbursed by the State upon approval of the invoice). Grantees are instructed to use an invoice form consistent with invoice guidance in Appendix G when requesting payment of any type and include appropriate back-up documentation to support the cost (see Required Documentation below).

Budget Item	Required Documentation
Salaries and Wages	Timesheets detailing days and hours worked on the project. Timesheet must be signed by the employee after the fact. Payroll documentation showing wages and hours paid to the employee.
Benefits	Timesheets detailing days and hours worked on the project. Timesheet must be signed by the employee after the fact. Payroll documentation showing wages and hours paid to the employee and associated fringe benefits.
Contractual	Invoices from Consultant/Contractor identifying expenditure, services performed and period of services. Documents related to consultant/contractor selection analysis shall be kept by the grantee but available for audit purposes.
Travel	Receipts identifying travel cost (i.e. lodging, rental cars. Mileage must be documented by either employee travel claims that are signed by the employee or vehicle mileage logs for vehicles owned by the grantee. Per Diem must be documented by employee travel claims.
Supplies	Receipts identifying item purchased, cost and date of purchase. Documentation related to price analysis of procurement of supplies exceeding \$500 shall be kept by the grantee but available for audit purposes.
Equipment	Cost of leased equipment charged to the grant must be substantiated with receipts identifying equipment leased, dates equipment was leased, lease rate and total cost. Usage of grantee equipment must be substantiated with an equipment usage log, equipment used, rate and total rental cost. Cost of equipment purchased shall be substantiated by purchase receipt. Documentation related to price analysis of procurement of equipment shall be kept by the grantee but available for audit purposes. Disposition of the equipment must be approved by CAL FIRE in writing at the end of the grant term.
Other	Invoices or receipts identifying the item and cost charged to the grant.
Indirect Costs	Applied on a percentage (%) basis on direct costs except for equipment.

Advance Payment of Grant Funds (nonprofits only):

The State may at its discretion make advance payment to the Grantee upon written request by the Grantee. Advance payment made by the State shall be subject to the following provisions.

Where hardship circumstances exist for the Grantee, the State will consider authorizing advance payments. The State will consider the following factors in determining whether a hardship situation exists:

- Cash flow hardship of the Grantee including the need for advance funding in order to initiate a project. A justification for advance payment may include items such as the inability to pay for staff, supplies, administration expenses, and secure contractors for project work.

The following guidelines will be applied to advance payments:

- 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.
- A request for advance payment must include the same level of expenditure detail and justification as a regular invoice.
- All work under a previous advance payment must be completed to CAL FIRE's satisfaction before another advance payment will be made.
- Any advance payment received by a grantee and not used for project implementation shall be returned to the California Department of Forestry and Fire Protection.
- Advance payments must be deposited into an interest-bearing account. Any interest earned on advance payment funds must be accounted for and must be used toward the project or returned to CAL FIRE.
- Grantee must spend advance within six months.

State Audit:

Upon completion of the project, the state may audit the project records. A project is considered complete upon receipt of final grant payment from the State. The purpose of the audit is to verify that project expenditures were properly documented. The audit would be requested by the State after the final payment request has been received and all project transactions have been completed.

If your project is selected for audit, you will be contacted at least 30 days in advance. The audit should include all books, papers, accounts, documents, or other records of the Grantee, as they relate to the project for which state funds were granted. Projects may be subject to an audit at any time for up to three years after receipt of final grant payment.

In an effort to expedite the audit, the recipient shall have the project records, including the source documents, and cancelled warrants readily available. The Grantee shall also provide an employee having knowledge of the project and the accounting procedure or system to assist the state auditor. The Grantee shall provide a copy of any document, paper, record, or the like as requested by the state auditor.

All project records must be retained by the Grantee for a period of not less than one year after the state audit or final disposition of any disputed audit findings. Grantees are required to keep source documents for all expenditures related to each grant for at least three (3) years following project completion and one year following an audit.

Explanation of Terms

TERM	EXPLANATION
Agreement	A legally binding agreement between the State and another entity.
Amendment	A formal modification or a material change of the agreement, such as term, cost, or scope of work.
Application	The term “Application” means the individual application form identified as Attachment A and its required supporting attachments for grants pursuant to the enabling legislation and/or program.
Appropriation	A Legislative budget authorization from a specific fund to a specific agency or program to make expenditures or incur obligations for a specific purpose and period of time.
Authorized Representative	The designated position identified in the Resolution as the agent to sign all required grant documents including, but not limited to, Grant Agreements, Application forms (Attachment A) and payment requests.
CEQA	The California Environmental Quality Act as stated in the Public Resources Code Section 21000 et seq.; Title 14 California Code of Regulations Section 15000 et seq. CEQA is a law establishing policies and procedures that require agencies to identify, disclose to decision makers and the public, and attempt to lessen significant impacts to environmental and historical resources that may occur as a result of the agency’s proposed Project. For more information refer to http://ceres.ca.gov/ceqa/ .
Consultant Services	Services which provide a recommended course of action or personal expertise, such as accounting, Registered Professional Forester (RPF).
Contractor	An entity contracting with CAL FIRE or the grantee.
Encumbrance	A commitment of funds guaranteeing a source of payment for a specific agreement.
Execution of an Agreement	The act of signing an agreement, which provides a legal basis for required performance by parties to the agreement.
Forestland	As in Public Resources Code § 4793, land at least 10% occupied by trees of any size that are native to California.
Indirect Costs	Expenses of doing business that are of a general nature and are incurred to benefit at least two or more functions within an organization. These costs are not usually identified specifically with a grant, Grant Agreement, Project or activity, but are necessary for the general operation of the organization. Examples of Indirect Costs include salaries and benefits of employees not directly assigned to a Project; functions such as personnel, business services, information technology, janitorial, and salaries of supervisors and managers.
Modification	An agreement modification is an informal agreement that moves dollars in the line item and task budgets not to exceed 10% of total grant amount, changes deliverable due dates, or makes a minor change in the work in accordance with the intent of the legislation. It does not require a formal amendment of the grant agreement.
Nonprofit Organization	Any California corporation organized under Sections 501(c) (3) of the Federal Internal Revenue Code. A letter of determination certifying nonprofit status will be required prior to project approval.

Operating Expenses (Direct Cost)	Any cost that can be specifically identified as generated by and in accordance with the provisions or activity requirements of the agreement.
Payee Data Record (Std. 204)	Form Std. 204, "Payee Data Record" is required for non-governmental entities. The form must be submitted in order to establish a vendor number for payment and to have funds encumbered.
Personnel Services	This budgeted amount includes salaries and benefits for wage earning personnel employed by the grantee/contractor (not a subcontractor) and working on the project.
Project Performance Period	The period of time that the Project Scope of Work costs may be incurred, and the work described in the Project Scope of Work must be completed, billed and paid by the State. Only Eligible Costs incurred during the Project Performance Period will be paid.
Project	The term "Project" means the activity or work to be accomplished utilizing grant funds and match (if applicable).
Project Scope of Work	The term "Project Scope of Work" as used herein defines the individual scope of work or activity describing in detail the proposed tasks identified as Attachment B, as described in enabling legislation and in the Grant Agreement.
Project Budget Detail	The term "Project Budget Detail" as used herein defines the proposed detailed budget plan identified as Attachment C.
Resolution	The purpose of a resolution by a Grantee's governing body is to allow the entity to sign agreements and amendments for a specific project; i.e., it allows the designated entity to enter into an agreement with the State of California, and it designates someone to sign on behalf of the Grantee's governing board. A signed resolution must be submitted at the time the signed grant agreements are returned to CAL FIRE's Grants Analyst, Sacramento Headquarters.

APPENDICES

APPENDIX A – CEQA Compliance

Prior to commencing any on-the-ground work CAL FIRE requires review and acceptance of CEQA documents by CAL FIRE Headquarters staff. Compliance may be accomplished by one of four different methods (a, b, c, or d) as described below.

- a. Notice of Exemption filed with the State Clearinghouse and the associated California Department of Forestry and Fire Protection, Environmental Review Report for an Exempt Project if the Project is categorically exempt.
- b. Negative Declaration and initial study including the checklist and Notice of Determination filed with the State Clearinghouse.
- c. Final Environmental Impact Report with initial study including the checklist and Notice of Determination filed with the State Clearinghouse.

For b and c, a State Department of Fish and Wildlife filing fee will be required upon filing of the Notice of Determination with the State Clearing House. Grantees are advised to budget for this fee when preparing budgets during the application phase for grant dollars.

- d. Timber harvest permit or notice in compliance with the Forest Practice Act and Rules. This method will be required if the project undertakes “Timber Operations” as per Public Resources Code 4527.

CAL FIRE will become lead agency for projects where the grantee is not a government agency. Fire Safe Councils are an example of nongovernmental agency grantees. Resource Conservation Districts and Fire Protection Districts qualify as government agencies and will normally assume the role of lead agency. Lead agency role means that the grantee becomes responsible for making CEQA determinations and the filing of CEQA documents with the State Clearing House, such as Categorical Exemptions, Negative Declarations, Notices of Completion, and Notices of Determination.

Regardless of who is lead agency the grantee is responsible for the preparation of environmental documents for projects. Grantees should plan their budgets for this requirement when applying for grants. CAL FIRE Headquarters staff will review for approval and file all documents with the State Clearing House in cases where CAL FIRE is lead agency. In cases where the grantee is lead agency, CAL FIRE will require proof of filing. Whether CAL FIRE acts as a lead agency or that of a responsible agency as defined by CEQA, CAL FIRE has a responsibility to review all environmental documents for compliance with CEQA. In cases where CAL FIRE determines that CEQA compliance has not been achieved, CAL FIRE will ask for revisions to bring the documents into compliance, and in the absence of required revisions may elect to withdraw from the project.

CAL FIRE Foresters will assist grantees in the preparation of environmental documents if necessary by answering questions and referring grantees to the appropriate guidelines for preparation of CEQA documents.

All CEQA compliance shall be completed within one (1) year from date of grant award shown in the grant agreement or the agreement may be terminated.

APPENDIX B – Grant Agreement Terms and Conditions

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 _____, hereinafter referred to as “GRANTEE”.

2. The STATE hereby grants to GRANTEE a sum (hereinafter referred to as “GRANT FUNDS” not to exceed _____ (\$_____).

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. Procedural Guide for CALFIRE Greenhouse Gas Reduction Fund Forest Management Projects for Fuels Reduction Projects
- b. The submitted Application, Scope of Work, Budget Detail and Exhibits
- c. Addendums/attachments pertaining to program specific information/requirements

II. SPECIAL PROVISIONS

1. Recipients of GRANT FUNDS pursuant Public Resources Code (Section 4475) shall abide by provisions provided in this agreement, including work, shall not commence prior to the execution of this grant agreement. 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 State of such plans and specifications, or any other approvals provided for in this Grant 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 and produced with the use of public funds shall be available for public use.

III. GENERAL PROVISIONS

1. Definitions

- a. The term “Agreement” means grant agreement number 8XX14XXX.
- b. The term “Project Scope of Work” as used herein means the individual scope of work describing in detail the proposed tasks.

- c. The term “Project Budget Detail” as used herein defines the proposed budget plan.
- d. The term “Grant Funds” means the money provided by the State to the Grantee in this Agreement.
- e. The term “Grantee” means an applicant who has a signed agreement for the award for grant funds.
- f. 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.
- g. The term “Project” means the development or other activity described in the “Project Scope of Work”.
- h. The term “State” means the State of California, Department of Forestry and Fire Protection.

2. 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 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 modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the State for approval.
- c. Grantee shall complete the Project in accordance with the time of Project performance set forth on the signature page, unless an amendment has been formally granted by the State and under the terms and conditions of this Agreement. Amendments may 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 Grant Agreement expiration date. Approval of amendment is at the State’s discretion.
- d. Grantee shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et. seq. Title 14, California Code of Regulations, Section 15000 et. seq.) and other environmental laws. A copy of the certified CEQA document must be provided to CAL FIRE 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.
- e. 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 certifies that the Project Scope of Work complies with all local and State laws and regulations.
- g. Grantee shall permit periodic site visits by representative(s) of the State to ensure program compliance and if work is in accordance with the approved Project Scope of Work, including a final inspection upon Project completion.

- h. Grantee agrees to submit in writing to the State for prior approval any deviation from the approved Project Scope of Work.
- i. Changes in Project Scope of Work must continue to meet the need cited in the original application or they will not be approved. Any modification or alteration in the Project as set forth in the Grant Proposal Project Scope of Work on file with the State must be submitted to the State for prior approval.
- j. The grantee, and the agents and employees of the Grantee, in the performance of this agreement, shall act in an independent capacity and not as officers, or employees or agents of the State.

3. Project Costs and Payment Documentation

- a. The Grant Funds to be provided to Grantee under this Agreement will be disbursed for eligible costs as follows, but not to exceed in any event the amount set forth on Section I. RECITALS, Paragraph 2 of this agreement.
- b. Payment by the State shall be made after receipt of an acceptable invoice and approval by a duly authorized representative of the State. The Grantee shall submit an invoice for payment to the grant officer of the State. A final invoice shall be submitted no later than 30 days after completion or expiration of this agreement, as specified in this Agreement.
- c. For services satisfactorily rendered, and upon receipt and approval of invoices for payment, the State agrees to compensate the Grantee for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- 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 the 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 the Grantee as detailed in the Invoice Guidelines of the Procedural Guide for CAL FIRE Greenhouse Gas Reduction Fund Forest Management Projects.
- e. Grant Funds in this award 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, the Grantee shall expend Grant Funds in the manner described in the Project Budget approved by the State. The dollar amount of an item in the Project Budget 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, the Grantee shall notify the State in writing 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. A formal approved amendment is required to increase the total amount of Grant Funds.
- g. Grantee shall promptly submit records at intervals and in such form as State may request. Payment by the State shall be made after approval of the project. The Grantee shall submit each Invoice for Payment with supporting

documentation and progress reports to the grant officer of the State. Invoices shall be signed and dated by an authorized Grantee representative and include the Agreement Number and shall be submitted not more frequently than monthly in arrears to:

California Department of Forestry & Fire Protection (CAL FIRE)
Grants Management Unit
PO Box 944246
Sacramento, CA 94244-2460

- h. Final invoice for payment must be presented upon completion of agreement and no later than 30 days after the termination of the agreement.

4. Budget Contingency Clause

- a. If funding for any fiscal year is reduced or deleted for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Grantee to reflect the reduced amount.

5. Project Administration

- a. Grantee shall promptly submit written Project reports as the State may request. In any event, Grantee shall provide the State a report showing total final Project expenditures and matching funds, if applicable.
- b. Grantee agrees to use any Grant Funds reimbursed by the State under the terms of this Agreement solely for the Project herein described.
- c. Grantee shall submit all documentation for Project completion and final reimbursement within 30 days of Project completion.
- d. After Project commencement, this Agreement may be amended only by written consent of both the State and Grantee. Any request by the Grantee for amendments must be in writing stating the amendment request and reason for the request. The Grantee shall make requests in a timely manner and in no event less than 60 days before the effective date of the amendment.
- e. Grantee must report to the State all sources of other funds for the Project. The State will request an audit of any Project that does not fully comply with this provision.

6. Financial Records

- a. Grantee shall maintain satisfactory financial accounts, documents and records for the Project and agrees to make them available to the State for auditing at reasonable times. Grantee shall also retain such financial accounts, documents and records for three (3) years after final payment and one (1) year following an audit.
- b. Grantee and State agree that during regular office hours each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Agreement or matters related thereto. Grantee shall maintain and make

- available for inspection by the State accurate records of all of its costs, disbursements and receipts with respect to its activities under this Agreement.
- c. Grantee shall keep such records as State shall prescribe, including 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 for auditing purposes at reasonable times. Such accounts, documents, and records shall be retained by the Grantee for at least three years following final payment.
 - d. Grantee shall use any generally accepted accounting system.

7. Project Termination

- a. This agreement may be terminated by State or Grantee upon the giving of written notice to the other party thirty (30) days in advance.
- b. If either party terminates the agreement prior to the completion of the project, the 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 the 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 the Grantee to comply with the terms of this Agreement may be cause for suspension of all obligations of the State hereunder.
- d. Failure of the 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 the 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 may not be made until the Project conforms substantially to this Agreement.

8. Hold Harmless

- a. Grantee shall defend, indemnify and hold 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 the grantee to indemnify and hold harmless includes the duty to defend as set forth in Civil Code Section 2778. This agreement supersedes the grantee's right as a public entity to indemnity (see Government Code Section 895.2) and contribution (see Government Code Section 895.6) as set forth in Government Code Section 895.4.
- b. The 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.

9. Indemnification Clause

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, Division 3.6, providing for the filing of tort claims against the State of California, for personal injuries of property damage resulting from the negligent or wrongful act or omission of State employees while acting within the scope of his or her employment, arising out of this Agreement.

10. Nondiscrimination

- a. The State 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. The grantee shall not discriminate against any person on any of these bases.

11. Incorporation

- a. The Grant Guidelines and the Project Scope of Work, Budget Detail and any subsequent changes or additions to the Project Scope of Work, 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.

12. Severability

- a. 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.

13. Waiver

- a. 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.

14. Assignment

- a. This Agreement is not assignable by the Grantee either in whole or in part.

APPENDIX C – Eligibility and Grant Selection Criteria

Below are the eligibility and grant selection criteria for GGRF Fuels Reduction Projects. These criteria will be the basis for the scope of work for grantees and be used for evaluating and ranking projects.

Eligibility

1. Eligible participants may be Native American tribes, public agencies, or nonprofit organizations. Per the Public Resources Code, Section 30910 (c) "Nonprofit organization" means any California corporation organized under Section 501(c)(3) of the federal Internal Revenue Code.
2. Projects must be forestlands and when applicable must meet California Forest Practice Rules for stocking standard immediately upon completion of the project.
3. Greenhouse Gas (GHG) Emission Reduction Requirements:

All projects shall be designed to meet the goals of the California Global Warming Solutions Act of 2006 (Assembly Bill 32, Health and Safety Code Section 38500 et. seq). Additionally, projects should be designed to meet some or all of the GHG emission reduction objectives stated in this guidelines document. GHG emission reduction objectives include maintaining or increasing carbon sequestration in trees retained on the project site, reduction of wildfire hazards to reduce wildfire emissions, and utilization of biomass to offset use of fossil fuels. All projects will include a methodology and calculate and quantify the GHG emission benefits resulting from the project. Factors that should be addressed include:

- Increased direct carbon sequestration through tree growth and long-term management of the timberlands.
- Whether the project helps to protect forest stands by reducing hazardous fuel load potential that could lead to large wildfires.
- Improved forest health, reliance and resistance to wildfire fire and pests.
- Solid wood products or biomass generated from the project and the related contributions to long term carbon storage and offset to use of fossil use for energy production.
- Emissions resulting from implementing the project.

A suitable methodology to calculate and quantify the GHG emission benefits is described in the Air Resources Board's "US Forest Projects Protocol". All projects should include a crediting period (e.g. 40 years) and project life (e.g. 100 years). All treatments and growth projections will use commonly accepted methods that represent standards and practice in the forestry profession. GHG reductions will be estimated as

the difference between a no project alternative and the proposed project, at the end of the project crediting period.

4. Vegetation treatment forestry prescriptions will focus on selectively removing understory trees and brush with a goal of reducing fire hazards, improving tree growth, stabilizing carbon in retained trees, increasing forest resilience, and utilizing vegetative material removed during the treatment.
5. Grantee shall provide information necessary for CAL FIRE to enter project into CAL MAPPER.
6. All grants must include a determination for the grant amount requested. Methodology must include the cost of the grant minus any income from forest product or other revenues received from the grant implementation.
7. A Registered Professional Forester (RPF) shall design the fuels hazard reduction vegetation removal prescription and have involvement/oversight in the removal of the vegetation. The RPF shall also develop and describe the GHG quantification methodology and calculate the GHG benefits of the project.
8. Project includes a pre and post-harvest evaluation of site conditions and project results relative to vegetative conditions, carbon flux, and wildfire hazard reduction goal accomplishments.
9. All project work related to the grant must be completed by December 31, 2019.

Grant Selection Criteria

1. Vegetation treatment forestry prescriptions focus on treating understory trees and brush with a goal of reducing fire hazards, improving tree growth, stabilizing carbon in retained trees, increasing forest resilience, and utilizing vegetative material removed during the treatment.
 - a. Tree and brush (vegetation) selected for removal prioritizes and includes vegetation that eliminates the vertical continuity of vegetative fuels and the horizontal continuity of tree crowns, for the purpose of reducing the rate of fire spread, duration and intensity, fuel ignitability, or ignition of tree crowns.
 - b. Post-harvest forest results in an increase in the quadratic mean diameter of the stand.
 - The residual stand consists primarily of healthy and vigorous dominant and codominant trees from the preharvest stand. Stocking is not reduced below the following standards:
 - Post-harvest tree basal area is at least 125 sq. ft. per acre of basal area and on Site I lands, 100 sq.ft. per acre of basal area on Site II lands, and at least 75 sq. ft. per acre of basal area on Site III lands.
 - Post-harvest stand conditions results in at least 40% canopy closure of dominant and codominant trees.
 - Surface and ladder fuels in the harvest area, including logging slash and debris, brush, small trees, and deadwood, are treated to ensure sufficient vertical and horizontal clearance is achieved among post-harvest vegetation.
 - Standing dead or dying trees and brush are generally removed with consideration given to other natural resource needs.
2. Project's forest stands have significant stress indicators, decline, and decadence or above average tree mortality.
3. Project's forest stands are likely to persist for decades into the future and will respond to stand improvements.
4. Forest Stands exhibit future "stand release" potential (pre culmination of mean annual increment) to ensure net carbon sequestration benefits.
5. Grantee readiness to implement project and capability to begin work on the project within 12 months of the grant award.
6. Applicant shows a high potential for completing the project, has a well-defined plan and demonstrates a reasonable likelihood of success.

7. The project clearly shows how the budget will be spent and costs are reasonable in proportion to the proposed deliverables.
8. Project focuses on utilizing biomass and other solid wood products. An example is wood products from precommercial thinning vegetation treatments.
9. Project is included in a local fire plan or a conservation plan.
10. Forest project stands are located in a Wild land Urban Interface area where Unit Fire Plans identify strategic advantages of fuels treatment and there is an above average record of natural or man caused wildfire.
11. In addition to achieving the greenhouse gas emissions objectives, the project has a documented assessment of need for providing wildfire protection of human infrastructure and watershed values, and provides other co-benefits (reduced forest pests, airshed improvements in non-attainment air basins, invasive weed control, improvement to wildlife habitat etc.).
12. Project is located in a high or very high fire hazard severity zone (http://www.fire.ca.gov/fire_prevention/fire_prevention_wildland_zones_maps.php), or other wildfire hazard or risk designation.
13. Project shows broad community support, partnerships or collaborative efforts to achieve the GHG benefits.
14. Grantee provides post project monitoring to ensure project goals, accomplishments, and GHG benefits are maintained.
15. For projects that have the same ranking based on the above factors project priority for funding will be based on the cost-benefit ratio of the GHG benefit.

Concept Proposal

For CAL FIRE Administrative Use Only

Proposal Tracking #: CalMapper ID:

**Department of Forestry and Fire Protection (CAL FIRE)
Greenhouse Gas Reduction Fund - Forest Management Projects
Concept Proposal
for
Demonstration State Forest Research, Forest Pest Control, Fuels Reduction
and Watershed Reforestation & Restoration**

1. Project Name/Title

2. County

3. Organization

Organization Type If Other, Please specify

Responsible Person to be Contacted Title

First Name Last Name

Address 1

Address 2

City State Zip Code

Phone Number Secondary Phone Number

Email Address Fax Number

4. From which Program(s) are funds being requested?

Demonstration State Forest Research

Forest Pest Control

Watershed Reforestation & Restoration

Fuels Reduction

5. Project Funding Requested

6. Grant Period - Please provide the estimated start date and completion date for your project. Projects **MUST** be completed by December 31, 2019. Note that final billing is due 30 days after project completion. Please use MM/DD/YYYY format.

Project Start Date

Project Completion Date

7. Project Location: Please identify the Township, Range, Section(s), Base Meridian and County(s) covered in your project. (Maximum 500 characters.)

8. Approximate Acres to be treated

9. Is the project in an existing management plan (e.g. Unit Fire Plan, CWPP, THP)?

Yes

No

Tracking #:

Page 1 of 4

10. Project Description: What are the components/parameters of the project? *(Maximum 3000 characters, including spaces.)*



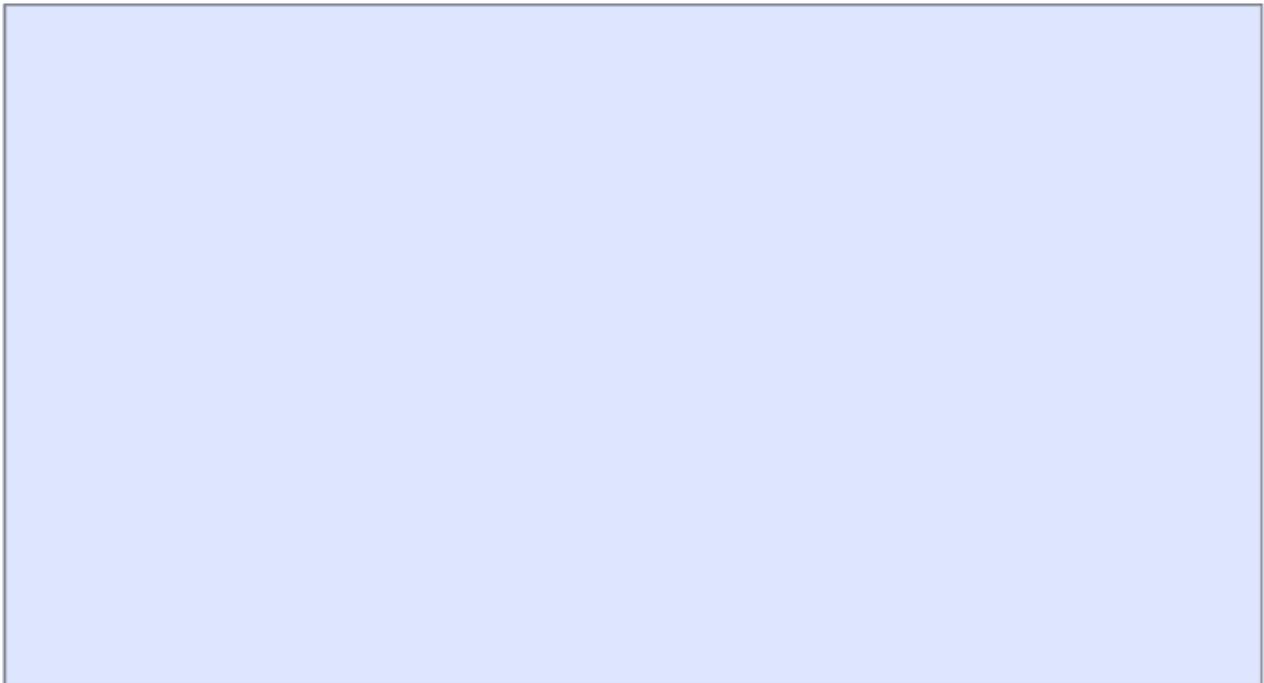
11. Project Objectives: What are the project objectives? What is the project going to achieve? *(Maximum 3000 characters, including spaces.)*



12. Describe how the proposed project will reduce greenhouse gas (GHG) emissions or provide GHG emission reduction benefits. All projects must be designed to meet some or all of the GHG emission objectives of AB 32 and purposes listed in the appropriate Procedural Guidelines. Include an outline of the methodology to be used to calculate and quantify the GHG emission benefit resulting from the project. *(Maximum 3000 characters, including spaces.)*



13. Describe the co-benefits of the project, if any. *(Maximum 3000 characters, including spaces.)*



Tracking #:

Page 3 of 4

14. Concept Proposal completed by:

Name, Title

Date

Print Form

Submit by Email

Thank you for your Concept Proposal. Please save a copy and print a copy of the Concept Proposal for your records. Submit the Concept Proposal using the "Submit by Email" button above. You should receive a confirmation email shortly after submittal. You may also mail in the documents to the address below, however in order to evaluate your submittal in a timely fashion, it is highly recommended that your Concept Proposal be submitted via email.

Mailing Address:

**CAL FIRE
Grants Management Unit
P.O. Box 944246
Sacramento, CA 94244-2460**

Tracking #

Page 4 of 4

Attachment A –Grant Application

For Administrative Use Only"

Grant Agreement Number: _____ CalMapper ID: _____

ATTACHMENT A

Project Application

Greenhouse Gas Reduction Fund – Fuels Reduction Projects

1. Project Name: _____.

Responsible person to be contacted.

Name: _____ Title: _____.

Address:

Street or P. O. Box	City	State	Zip
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Phone Number: _____ Day _____
Evening.

2. Name, phone, mailing address, and email of your organization.

Name: _____ Phone Number: _____
Day Evening

Email Address: _____ FAX Number: _____.

Address:

Street or P. O. Box	City	State	Zip
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3. Project Location:

Township: _____ Range: _____ Section: _____ Base Meridian: _____ County: _____.

Township: _____ Range: _____ Section: _____ Base Meridian: _____ County: _____.

Latitude: _____ Longitude: _____

4. Total acres within Proposed Project Area: _____.

5. Approximate acreage to be treated: _____.

6. Are there any existing Conservation Easements, CC&R's, or pending applications for rezoning that would restrict resource management activities on the proposed project area? YES: _____. NO: _____.

If YES, Explain:

(Attach additional pages if necessary)

7. Is there an existing forest or land management plan for the proposed project area? YES: _____. NO: _____.

8. Describe the co-benefits of the project, if any.

(Attach additional pages if necessary)

9. Is your proposed project located within an identified area of high or extreme fire hazard? (See Fire Hazard Severity Zone maps at www.fire.ca.gov/fire_prevention/fire_prevention_wildland_zones_maps.php) YES: _____. NO: _____.

Attachment B, Scope of Work/ Project Description:

10. Description: (Describe your project. Be complete.) You may use the "Concept Proposal" format but this section must completely describe your proposed project and scope of work. Attach this as a separate document with the title "Attachment B Scope of Work."

11. Attach a map or maps of not less than 1:24,000, or an adequate scale to show planned project area, measuring 8 1/2 by 11 inches, that delineates project boundaries, treatment types by area, and any other necessary information. Include a map legend that identifies these features and the project name, and project proponent.

Greenhouse Gas Benefits:

12. Describe how the proposed project will reduce Greenhouse Gas emissions, or provide Greenhouse Gas benefits from reducing potential wildland fire impacts, increasing carbon sequestration, offsetting fossil fuel use, or increasing forest health. Provide the calculated benefits of the project and the methodology used to calculate the benefits. **Establishing the relationship of your project to the Greenhouse Gas objectives is critical to obtaining funding under the GGRF- Forest Management Projects Grant Program.** A RPF must develop the methodology and provide the calculated estimate of the GHG benefits.

Local Fire Plan Compatibility:

13. Describe how the proposed project is compatible with the priorities of the CAL FIRE Unit Fire Plan or Community Wildfire Protection Plan.

Attachment C, Budget Detail and Payment Provisions/ Project Budget:

14. Attach your project budget. You may use the Budget you prepared for the "Concept Proposal". If there are changes to that document, you must justify additions or deletions.) Attach the Budget as a separate document with the title "Attachment C, Budget Detail and Payment Provisions"

Is the purchase of equipment proposed in the budget? YES: _____. NO: _____.

Eligibility:

15. Organizations eligible for this funding are Native American tribes, agencies, or nonprofit organizations that qualify under Section 501(c)(3). Project is on forestland.

Is there a timber harvesting document, for which a "Notice of Completion" has not been filed, on any portion of the proposed treatment area? YES: _____. NO: _____. If YES, list the document number: _____.

CEQA Compliance:

16. Is there any existing California Environmental Quality Act (CEQA) document that addresses this project or that can be used to meet CEQA requirements? YES: _____. NO: _____. If YES, describe the document, i.e. negative declaration, categorical exemption, or EIR. If NO, describe how compliance with CEQA will be achieved.

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.

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

Executed on _____ at _____.

Original Signature Required: Grantee's Authorized Representative.

Completing Attachment A: The application package includes “Attachment A”. Most of the information asked for is self-explanatory in nature. Several items warrant explanation and are discussed in order as they appear on the form:

Items 4 & 5: Total acres within the project area and acres to be treated are often the same. However, in some cases the area impacted by a project (project area) may be larger than the area that actually receives work. Use these two items to make this distinction.

Items 8: Projects which in addition to achieving the greenhouse gas emissions objectives and have a documented assessment of need for providing wildfire protection of human infrastructure and watershed values, and provide other co-benefits (reduced forest pests, airshed improvements in non-attainment air basins, invasive weed control, improvement to wildlife habitat etc.) are preferred over projects that do not provide co-benefits. Provide a detailed description of the co-benefits of the project and the need associated with the co-benefit.

Item 9: Determine the Fire Hazard Severity Zone in which the project is located. This item may be determined by accessing the county maps on the website at http://calfire.ca.gov/fire_prevention/fire_prevention_wildland_zones_maps.php. Additional information regarding your project’s fire hazard designation or importance to wildfire prevention can be obtained from your local CAL FIRE Forester for your area.

Item 10: With a separate attached document titled “Attachment B, Scope of Work,” provide a detailed description of the work proposed under the grant agreement. Be specific. The Project Scope of Work requires quality of information, not quantity. Basic elements of this section are:

1. What is the problem that this project is focused at solving?
2. What are the project goals; what will be achieved?
3. How will the project be accomplished, i.e. vegetation treatments by mechanical, hand, prescribed fire, etc.
4. What are the treatment standards to be followed? (i.e., a reduction of surface fuels equal to “X” percent of existing volume.)
5. Who will do the work? (E.g., contractors, Registered Professional Foresters, Environmental Consultants (CEQA), in house staff.)

Vegetation treatment forestry prescriptions should focus on treating understory trees and brush with a goal of reducing fire hazards, improving tree growth, stabilizing carbon in retained trees, increasing forest resilience, and utilizing vegetative material removed during the treatment. Project shall include a pre and post-harvest evaluation of site conditions and project results relative to vegetative conditions, carbon flux, and wildfire hazard reduction goal accomplishments.

The scope of work may be adjusted during the life of the Agreement by amendment.

Item 12: Greenhouse Gas Benefit: The use of the funds is dependent upon producing a GHG benefit. Your explanation should describe the value of fuels management and the prevention of wildland fire to the benefits/reduction of Greenhouse Gases. All projects shall be designed to meet some or all of the greenhouse gas emission objectives. These objectives include increasing carbon sequestration in trees retained on the project site, reduction of wildfire hazards to reduce wildfire emissions, utilization of biomass to offset use of fossil fuels, and

utilization of solid wood materials to offset emissions resulting from removal of vegetation. All projects will include a methodology to calculate and quantify the GHG emission benefit resulting from the project. Be specific in the description of the methodology used.

Item 14: Budget Detail. Use the budget template found in Appendix D to construct the project budget. Label the budget “Attachment C, Budget Detail and Payment Provisions.”

APPENDIX D – Sample Budget, Attachment C

Project Budget Sample

Budget Item	Description	Cost Basis	CAL FIRE Grant Share	Grantee Match	Total
A. Salaries and Wages			42,600.00	-	42,600.00
	Project Lead (Monitoring)	500 hours x \$30/hour	15,000.00		15,000.00
	Chipper Captain	1 staff x 300 hrs x \$17/hr	5,100.00		5,100.00
	Chipper Crew	5 staff x 300 hrs x \$15/hr	22,500.00		22,500.00
					-
B. Employee Benefits			15,703.00	-	15,703.00
	Project Lead (Monitoring)	500 hours x \$10.16/hour	5,080.00		5,080.00
	Chipper Captain	1 staff x 300 hrs x \$6.31/hr	1,893.00		1,893.00
	Chipper Crew	5 staff x 300 hrs x \$5.82/hr	8,730.00		8,730.00
					-
C. Contractual			82,000.00	-	82,000.00
	CEQA Compliance		12,000.00		12,000.00
	Mastication		60,000.00		60,000.00
	GHG Emission Verification		5,000.00		5,000.00
	RPF Supervision/ Certification		5,000.00		5,000.00
D. Travel			280.00	-	280.00
	Mileage	500 miles x \$0.56/mile	280.00		280.00
					-
					-
					-
E. Supplies			2,000.00	-	2,000.00
	Chain saws	4 chainsaws x \$500/ea	2,000.00		2,000.00
					-
					-
					-
F. Equipment			-	-	-
					-
					-
					-
					-
G. Other			130.26	-	130.26
	Environmental Filing Fees		125.00		125.00
	Postage		5.26		5.26
					-
					-
TOTAL DIRECT COSTS			142,713.26	-	142,713.26
INDIRECT COSTS		10%	14,271.33		14,271.33
TOTAL PROJECT COSTS			156,984.59	-	156,984.59
LESS Program Income			-		-
TOTAL GRANT PROPOSED COSTS			156,984.59	-	156,984.59

APPENDIX E – Sample Resolution

BEFORE THE BOARD OF DIRECTORS OF THE
(NAME OF COUNTY, CITY, DISTRICT, OR OTHER LOCAL PUBLIC ENTITY)
COUNTY OF (NAME), STATE OF CALIFORNIA

IN THE MATTER OF:

RESOLUTION NO: _____
APPROVING THE DEPARTMENT OF FORESTRY AND FIRE
PROTECTION AGREEMENT (NUMBER)
FOR SERVICES FROM DATE TO DATE

BE IT RESOLVED by the Board of Directors of the (NAME OF COUNTY, CITY, DISTRICT, OR OTHER LOCAL PUBLIC ENTITY), that said Board does hereby approve the agreement with the California Department of Forestry and Fire Protection dated (Month, day, year). This agreement provides (Type of service) during the State fiscal year (i.e. 2014/2015).

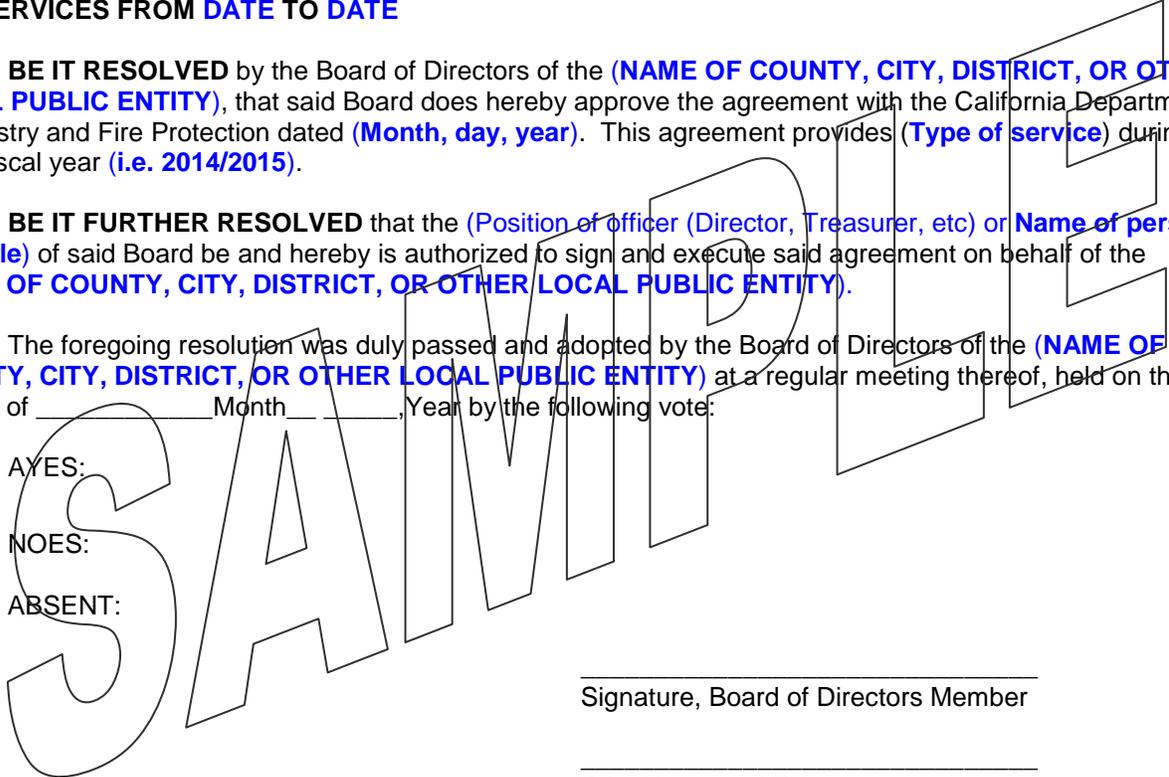
BE IT FURTHER RESOLVED that the (Position of officer (Director, Treasurer, etc) or Name of person and Title) of said Board be and hereby is authorized to sign and execute said agreement on behalf of the (NAME OF COUNTY, CITY, DISTRICT, OR OTHER LOCAL PUBLIC ENTITY).

The foregoing resolution was duly passed and adopted by the Board of Directors of the (NAME OF COUNTY, CITY, DISTRICT, OR OTHER LOCAL PUBLIC ENTITY) at a regular meeting thereof, held on the _____ day of _____ Month _____, Year by the following vote:

AYES:

NOES:

ABSENT:



Signature, Board of Directors Member

Print Name and Title

ATTEST:

I _____, Clerk of the (NAME OF COUNTY, CITY, DISTRICT, OR OTHER LOCAL PUBLIC ENTITY), California does hereby certify that this is a true and correct copy of the original.
Print Name

Signature

Title
Revision 07/04
S.C.M. 3.05 - Contracts with local government

SEAL OR NOTARY CERTIFICATON

APPENDIX F – Payee Data Record

State of California Standard Form 204

STATE OF CALIFORNIA
PAYEE DATA RECORD
 STD. 204 (REV. 6/03) REVERSE

	<p>Requirement to Complete Payee data Record, STD. 204</p> <p>A completed Payee Data Record, STD. 204 is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD 204. on file, it is possible for a payee to receive this form from various State agencies.</p> <p>Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.</p>
2	<p>Enter the Payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.</p>
3	<p>Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p> <p>The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number FEIN).</p>
4	<p>Are you a California resident or nonresident?</p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below: Withholding services and Compliance Section: 1-888-792-4900 E-Mail Address: wscs.gen@ftb.ca.gov For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov</p>
5	<p>Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>
6	<p>This section must be completed by the State agency requesting the STD. 204.</p>
	<p>PRIVACY STATEMENT</p> <p>Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state or local governmental agency which requests an individual to disclose their social security account number shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.</p> <p>It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000.</p> <p>You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.</p> <p>All questions should be referred to the requesting State agency listed on the bottom front of this form.</p>

APPENDIX G

Invoice Guidelines

While the grantee is not required to use the sample invoice included in the grant guidelines due to differences in accounting systems used by the grantee, the grantee must include the following elements when submitting a payment request, either on the grantee's invoice or as an attachment to the invoice. If grantee chooses to use their invoice in lieu of the sample provided, the invoice must be put on grantee's official letterhead.

1. The word "Invoice" should appear at the top of the page.
2. Grantee Information – Includes the grantee name and address which should match the Std. 204 - Payee Data Record submitted with the grant agreement. Payment will be submitted to this address after the invoice has been approved. Grantee shall notify CAL FIRE in writing regarding address changes and effective dates.
3. Invoice Date & Number – Date invoice was issued and unique invoice number to be determined by grantee for reference.
4. CAL FIRE Contact Name and Address – Name, Program and Address of the CAL FIRE staff invoice and back-up documents should be submitted to as identified in the grant agreement.
5. Grant Identification – Grant Number, Grant Performance Period and Project Name as identified in the grant agreement.
6. Invoice Period – Performance start and end dates grantee is invoicing CAL FIRE for. Under no circumstances will an invoice period outside of the grant performance period be accepted.
7. Payment Type – Indicate whether the invoice is to request an advance payment, interim payment or final payment.
8. Cost breakdown – Grantee costs must be broken down by the budget item consistent with the approved budget in the grant agreement. Grantee must identify the amount CAL FIRE is being billed for in the invoice period, the total amount spent and match (if applicable) from the beginning of the grant performance period through the invoice period. Advance requests should still include a breakdown of the budget items the grantee is planning to expend the funds on.
9. Offset to current cost – Include the balance of advance funds given to grantee as well as program income earned from the grant.
10. Total amount grantee is requesting reimbursement from CAL FIRE.
11. Grantee contact name, phone number and email address for questions related to the invoice.
12. All back up documentation to support the invoice.
13. Certification and signature of authorized representative - Please see sample invoice for certification language.

Sample invoice

INVOICE

Grantee Name

Street Address
 Street Address2
 City, ST ZIP Code

Submit invoice and supporting documentation to:
 California Department of Forestry & Fire Protection (CAL FIRE)
 ATTN: NAME, PROGRAM
 Street Address2
 City, ST ZIP Code

DATE: Month DD, YYYY
INVOICE #: 100

Grant Number: 8XX14XXX
 Grant Period: MM/DD/YYYY to MM/DD/YYYY
 Project Name:

Invoice Period: MM/DD/YYYY to MM/DD/YYYY
 Payment Type: Advance Request Interim Payment Final Payment

BUDGET ITEM	BUDGETED AMOUNT	CURRENT COST	EXPENDED TO DATE	MATCH TO DATE
Salaries and Wages				-
Employee Benefits				-
Contractual				-
Travel				-
Supplies				-
Equipment				-
Other				-
Indirect Cost 10%				
TOTAL	-	\$ -	\$ -	\$ -
Less Outstanding Advance		\$ -		
Less Program Income		\$ -		
CURRENT DUE		\$ -		

Check all those that apply:

- Supporting documentation attached (required for Interim & Final Payment)
- Project Progress Report (Interim) or Project Completion Report (Final)

Direct questions to: Name
 XXX-XXX-XXXX Ext. XXXX
 Email address

CERTIFICATION: I certify that I have the full authority to execute this payment request on behalf of the Grantee. I declare under penalty of perjury, under the laws of the State of California, that this request and accompanying documents for the above referenced grant is true and correct to the best of my knowledge, and represents actual allowable disbursements made for the work performed in accordance with the conditions of the grant.

Signature of Authorized Official	Date	Printed Name	Title
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CAL FIRE USE ONLY						
Payment approval signature (Unit/Field Staff)				Title	Date	
Payment approval signature (Program Manager)				Title	Date	
Payment approval signature (Grants Management Unit)				Title	Date	
CAL FIRE Coding:	FY	Index	Object	PCA	Amount	Vendor #

APPENDIX H – Application Check List

- Completed Attachment A-Application Form
- Completed Attachment B-Project Scope of Work
- Completed Attachment C-Project Budget Detail
- Attach Project Area Map
- Articles of Incorporation, including document w/seal from Secretary of State (nonprofit applicant).
- Std. 204 Payee Data Record for Non-Profits

Agreement Check List

- Three original signed Grant Agreements with attachments
- One original Board Resolution or Attesting Document
- Articles of Incorporation (Nonprofit Applicants)
- Std. 204 Payee Data Record