



## **CFIP AGREEMENT**

### **Instruction for Completing the CFIP Agreement Form**

1. There should only be ONE (1) name in the top portion of the first page of the agreement. This is the “Grantee”.
2. Be sure the name included as “Grantee” is the exact same name as the one used on the Payee Data Record (Std. 204) under “Payee Information” and matches the name on the property title.
3. The “Grantee” and all other owners on the deed should sign as “Participants” unless specified below. The Grantee shall sign on page 1 of the agreement and all additional landowners shall EITHER sign page 1 of the agreement as a “Participant” OR sign a “Participant continuation sheet” as a “Participant”. If they are unable to sign either page 1, or the continuation sheet, then they must provide a notarized Power of Attorney letter that specifically names the “Grantee” as having POA for the purposes of the CFIP project. The Participant Continuation sheet is designed to be removed and sent to each individual participant if they are unable to sign the original page 1. Multiple Participant Continuation sheets can be used, signed and placed back into the agreement prior to sending to CAL FIRE.
4. Be sure the “Grantee” signs and spells their name the same way every time it occurs in the documents.
5. Be sure the Address is written the same way every time it occurs in the documents.
6. See the “CFIP Agreement Package” section of the CFIP User’s Guide for more info.
7. If the property is owned by:
  - a) **Trust**
    - ✓ The trust is the “Grantee” and the name of the trust should be written exactly as it is named in the Trust paperwork. Do not shorten or change the name.
    - ✓ Applications must supply a copy of the portion of the Trust that names the trustee/s.
    - ✓ The only person who can sign on behalf of the Trust is the Trustee.
    - ✓ All trustees must sign in their capacity as trustee as a “Participant” or provide a power of attorney document allowing a single trustee to sign on their behalf.
    - ✓ If a Trust is using an SSN, the Authorized Payee Rep. linked to the SSN enters their name in the first line of Section 1 and the Trust name in the second line; if Trust is using an FEIN, the only name required in section 1 is the name of the Trust in the first line. The Authorized Payee Rep. will always sign section 5
  - b) **Corporations, Legal Partnerships and LLCs**
    - ✓ The Corporation that owns the property must be named as the “Grantee” and the “Payee”. There is NEVER a situation where this is different.
    - ✓ The Corporation must name an officer as a Representative who will sign the documents on behalf of the Corporation.



- ✓ The Corporation must provide documentation of the status of the person acting as Representative. This can be corporate paperwork or an official Board Action, or similar official, documented proof.
- ✓ The Corporation will issue invoices and receive payments for the CFIP project.

**c) Married Couple**

- ✓ Only ONE person will be listed as the “Grantee”, not both.
- ✓ The spouse (considered the other owner) will sign as a “Participant” on the agreement.
- ✓ The SAME person who is listed as the “Grantee” must also be listed on the Std. 204 as the “Payee”.
- ✓ The SAME person who is both the “Grantee” and “Payee” is the one who issues Invoices to the State.

**d) Multiple family members**

- ✓ Only ONE of the members will be listed as the “Grantee” and the “Payee” on the Std. 204.
- ✓ All other family members who are listed as owners on the property deed must sign the agreement as “Participants”.
- ✓ If an owner cannot sign the agreement, then they need to provide a notarized POA letter that names the “Grantee” as the person who can sign on their behalf.

**e) Multiple unrelated people (Informal Partnerships)**

- ✓ Only ONE of the members will be listed as the “Grantee” and the “Payee” on the Std. 204.
- ✓ All other individuals who are listed as owners on the deed must sign the agreement as “Participants”.
- ✓ If an owner cannot sign the agreement, then they need to provide a notarized POA letter that names the “Grantee” as the person who can sign on their behalf.

**f) Public Entities, Agencies, Non-Profits (run by Board of Directors)**

- ✓ The name of the organization will be listed as the “Grantee” on the agreement and the “Payee” on the Payee Data Record (Std. 204).
- ✓ The Agreement must include documentation from the Board of Directors or governing body authorizing the person signing the documents to be the Representative.
- ✓ A resolution or letter from the Board of Directors naming the Representative will be verified by CAL FIRE.
- ✓ If a Representative is named by the Board of Directors, then NO OTHER person needs to sign the agreement, Std. 204 or application.



CFIP Project Number:	Grant Agreement Number:
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THIS AGREEMENT is made and entered into and becomes effective upon the last date of the signatories below, by and between the State of California, acting through its duly appointed and qualified Director of the Department of Forestry and Fire Protection, hereinafter called "State," and hereinafter called "Grantee," whose mailing address is:

Grantee:	
Mailing Address/PO Box:	
City/State/Zip:	
Telephone:	
Email Address:	

Agreement Expiration Date:	Total Award:
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IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, and becomes effective upon the last date of the signatories below:

**STATE OF CALIFORNIA**  
**Department of Forestry and Fire Protection**

Local CAL FIRE name and address:

\_\_\_\_\_  
 Printed Name/Title

\_\_\_\_\_  
 Approval for the Director Signature      Date

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**PARTICIPANT - all landowners appearing on the deed must sign below OR sign the RM-7B CFIP Agreement Continuation Sheet OR provide Power of Attorney. By signing the landowner is agreeing to participate in this agreement with the State and is authorizing the Grantee to act on their behalf for all contractual purposes pertinent to this agreement.**

Printed Name/Title:	Signature:
Printed Name/Title:	Signature:
Printed Name/Title:	Signature:
Printed Name/Title:	Signature:

**CERTIFICATION OF FUNDING**

FUND	FUND NAME	
PROJECT ID	ACTIVITY ID	PO ID
GL UNIT	BUD REF	SUPPLIER ID
PROGRAM NUMBER	ENY	AMOUNT OF ESTIMATE FUNDING \$
ACCOUNT	ALT ACCOUNT	UNENCUMBERED BALANCE \$
REPORTING STRUCTURE	SERVICE LOCATION	

I hereby certify upon my own personal knowledge that budgeting funds are available for the period and purpose of expenditure stated above.

Signature of Accounting Officer	Date
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WHEREAS, under the provisions of the California Forest Improvement Act of 1978, State may enter into cost-sharing agreements with eligible Participants who will undertake forest improvement work upon their land; NOW, THEREFORE,

1. In consideration of the forest improvement work to be performed by the Participants, as described in the attached Project Description and RM-8 CFIP Project Budget, State will reimburse costs incurred for the purpose of undertaking forest improvement work on those lands designated. The maximum amount of reimbursement is the amount stated in Project Summary, "MAXIMUM REIMBURSEMENT". Reimbursement will be made for actual cash expenditures and for goods or services beyond Participant's matching contribution requirement. Reimbursement for such goods and services shall be made in accordance with the State's prevailing rates, provided, however, reimbursement shall not exceed the State's adopted maximum per-acre (or other unit of measure) costs or Participant's actual costs, whichever is less for the forest improvement practices.
2. This agreement is conditional upon appropriation and availability of funds for purposes of this contract. In the event such funds are not available in the Budget Act for the fiscal year concerned or are insufficient to carry out the purpose of this agreement, each party agrees to release the other party from all obligations. Funding of the work is also subjected to annual funding decisions. **IF FUNDED, NOTICE TO THE PARTICIPANT BY THE STATE WILL BE MADE. NO WORK MAY COMMENCE WITHOUT THIS NOTICE.**
3. Participant shall promptly submit records at intervals and in such form as State may request. Payment by the State shall be made after an on-site inspection and approval of the practice(s). The Participant shall submit a CFIP Invoice for payment to the local Forestry Assistance Specialist (FAS) of the California Department of Forestry and Fire Protection. A final CFIP Invoice with supporting documents shall be received by or postmarked no later than 45 calendar days after completion or expiration of this agreement, as specified on the Project Schedule.
4. The Participant agrees to make immediate monetary restitution of any paid funds for any disallowance of costs or expenditures or unauthorized activities which are disclosed through audit or inspection by the State. If Participant does not complete the five acres of minimum practice(s) of forest improvement work as described and required in Section 1527.1, Chapter 9.5, Title 14 of the California Code of Regulations (CCR) by the end of the term specified herein, all sums previously paid by State shall immediately become due and payable to State.
5. Participant shall comply with all local and State fire and safety laws.
6. The Management Plan, Environmental Checklist, RPF Checklist, and Pest Control Recommendation are deliverables due prior to commencement of ground practices. Work started prior to the execution of this agreement will not be eligible for funding under the terms of this agreement. Project costs eligible for assistance shall be determined upon the basis of the criteria set forth in Chapter 9.5 of Title 14 of the CCR.
7. Participant shall permit periodic site visits by a representative of the State to ensure program compliance.
8. Participant agrees to indemnify, defend, and save harmless State, its officers, agents and employees from any and all claims and losses occurring or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the



performance of this contract and from any and all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Participant or any agent or employee of Participant in the performance of this agreement.

9. The Participant, and the agents and employees of Participant, in the performance of this agreement, shall act in an independent capacity and not as officers, or employees or agents of the State.
10. This agreement may be amended or terminated by mutual consent; it may also be terminated by State or Participant upon the giving of written notice to the other party thirty (30) days in advance.
11. Failure by the Participant to comply with the terms of this agreement shall be cause for the suspension of all obligations of the State.
12. Participant certifies that title to the land upon which forest improvement work will be performed is vested in the persons named in this agreement and that land is under the control and possession of the person(s) named in this agreement.
13. Participant certifies that the parcel of forestland to which the Forest Improvement Program applies will not be developed for uses incompatible with forest resources management within 10 years following recordation date, as explained below. If the parcel of forestland is zoned other than TPZ, pursuant to provisions of Chapter 67 (commencing with Section 52200) of Part 1 of Division 1 of Title 5 of the Government Code, a Land-Use Addendum shall be signed by the Participant and shall be incorporated in and made a part of this agreement at the time of the first invoice for reimbursement. Said Land-Use Addendum shall be recorded in the office of the County Recorder of the county of the affected land and shall be a covenant running with the land.
14. The Participant agrees to comply with the California Environmental Quality Act (CEQA), Workers' Compensation, and all other state and federal laws applicable to the work carried out pursuant to the proposed forest resource improvement project.
15. The Participant, by signing this agreement, does swear under penalty of perjury that no more than one final un-appealable finding of contempt of court by a federal court has been issued against the Participant within the immediately preceding two-year period because of the Participant's failure to comply with an order of a federal court which orders Participant to comply with an order of the National Labor Relations Board (Government Code Section 14780.5).
16. Participant 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. If the CFIP Participant is awarded additional grant or cost-share funding from any non-CFIP source, including but not limited to other CAL FIRE programs, while the CFIP agreement is open, the Participant shall notify the CFIP FAS of each additional funding source within 10 business days of the Participant receiving notification that the funding has been awarded to the Participant. Such accounts, documents, and records shall be retained by the Participant for at least three years following project termination.



17. During the performance of this agreement, Participant and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Participant and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Participant and subcontractors shall comply with provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et. Seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et. Seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5 Division 4 of Title 2 of the California Code of Regulations are incorporated into this agreement by reference and made a part hereof as if set forth in full. Participant and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other agreement. The Participant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the agreement.
18. Participant certifies under penalty of perjury under the laws of the State of California to have, unless exempted, complied with the non-discrimination program requirements of Government Code Section 12990 and California Code of Regulations, Title 2 Section 8103.
19. 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 his 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. The State requests each participant's social security account number on a voluntary basis. However, it should be noted that due to the use of social security account numbers by other agencies for identification purposes, the State may be unable to approve agreements without the social security account number. The State uses social security account numbers for the following purpose: reports to the Department of Fair Employment and Housing, Internal Revenue Service, and Franchise Tax Board.
20. The Participant acknowledges that a conflict of interest with the State does not exist pursuant to provisions in Division 2, Chapter 2, Article 8, Sections 10410 and 10411 of the Public Contract Code.
21. The Participant states the information in the Management Plan and/or Management Plan Addendum (Project Description) is proprietary information and claims privilege against its disclosure pursuant to Evidence Code 1060.
22. The Participant hereby certifies that contractors employed by the Participant shall comply with Government Code Section 8355 in matters relating to providing a drug-free workplace.
  - a. Contractors shall publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
  - b. Contractors shall establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
    - i. The dangers of drug abuse in the workplace;



- ii. The person's or organization's policy of maintaining a drug-free workplace;
  - iii. Any available counseling, rehabilitation and employee assistance programs; and
  - iv. Penalties that may be imposed upon employees for drug abuse violations.
- c. Provide as required by Government Code Section 8355(c) that every employee who works on the proposed contract or grant:
- i. Will receive a copy of the company's drug-free policy statement, and
  - ii. Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
23. The Participant hereby certifies that every contractor who works on the proposed contract or grant shall comply with all federal requirements established under 28 Code of Regulations, Part 36, and Americans with Disabilities Act, in order to make programs accessible to all participants and to provide equally effective communications.
24. The Participant is allowed to seek assistance pursuant to federal law while also obtaining a forest improvement work cost-sharing agreement with the State (Public Resources Code Section 4798). However, this practice is limited by the following:
- a. CFIP payments or loans cannot be made to satisfy landowner cost share requirements or repay loans made pursuant to federal law;
  - b. The same practice on the same acre cannot be funded by both CFIP and payments or assistance authorized by federal law; and
  - c. For management plans, the combined state and federal payments, and any required landowner cost share payments, do not together exceed the amount of the actual cost to the landowner or the prevailing cost per acre as determined by the director pursuant to Public Resources Code Section 4801, whichever is less.
25. Notwithstanding any of the provisions stated within this Agreement, as per PRC §4795(b)(1)<sup>1</sup>, the STATE may at its discretion make advance payment from the State's share of the cost-sharing agreement awarded to the Participants for eligible costs. Advance payment made by the STATE shall be subject to the following provisions:
- a. Participants shall submit a written Advance Payment Request included with a project description identifying how funds will be used over a six-month period. (Advancement Expiration Extension Requests are described in detail in the CFIP User's Guide). The written Advance Payment Request must be accompanied by an invoice (RM-16) that contains the same level of detail as a regular invoice.

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<sup>1</sup> 4795(b) (1) *The director may provide the funds for the director's share of the costs, as described in subdivision (a), in advance of any work performed if the eligible landowner agrees in writing to undertake the forest resource improvement work and agrees to the condition that funds provided for any uncompleted work shall constitute grounds for a claim and lien upon the real property owned by the landowner that is subject to this section. Any such lien shall attach to the property regardless of whether the responsible Party is insolvent. A lien established pursuant to this subdivision shall be subject to notice and hearing procedures required by due process of the law.*

(2) *A lien authorized under this subdivision shall continue in effect until such time that the liability for repayment of funds, or a judgment against the responsible party, is satisfied. However, if it is determined by the court that the judgment against the responsible party will not be satisfied, the department may exercise its rights under the lien.*

(3) *A lien imposed pursuant to this subdivision shall have the force and effect of, and the same priority as, a judgment lien upon its recordation in the county in which the property subject to the lien is located. The lien shall contain the legal description of the real property, the assessor's parcel number, and the name of the owner of record, as shown on the latest assessor's property tax assessment roll.*



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- b. Advances may only be made for eligible costs. Eligible costs include ground practices and RPF supervision, however they do not include the following:
  - Self - Labor
  - Preparation of a Forest Management Plan
  - Preparation of archaeology or CEQA related documents
- c. Multiple advance payments may be made to participants over the life of a project.
- d. All work under a previous advance payment must be fully liquidated via an invoice (RM-16) (including supporting documentation) which fully documents expenses and landowner cost share amount, completed to the STATE's satisfaction before further invoices can be paid or another advance payment requested.
- e. Forestry Assistance Specialist must confirm CEQA documentation is complete and contractor selection made prior to approving advance requests where ground disturbing activities are planned.
- f. No single advance payment shall exceed 25% of the total cost-share amount (Total Award) or \$50,000, whichever is lesser. No more than a total of \$50,000 may be in advancement on any project at any one time.
- g. The advance shall be spent on eligible costs within six months of advance payment receipt. PARTICIPANTS 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 may be billed for the return of advanced funds to the STATE.
- h. Invoice documentation shall include proof of payment of all costs including state and landowner cost share through submittal of cancelled checks, contractor invoices reflecting "\$0" balance, or other proof of payment. A contractor invoice alone is not sufficient proof of payment.
- i. Any advance payment received by a participant and not used for project eligible costs shall be returned to CAL FIRE within 30 days of expiration of the contract date. Those funds will be returned to the cost-share balance. Participants may request additional time through submittal of Advance Payment Request modification. Approval of the Advance Payment Request modification is subject to STATE approval.
- j. 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. STATE may request documentation of interest earned.
- k. Failure to repay advances (or submit liquidation receipts) by Participant(s) will result in immediate cancellation of CFIP contract, and appropriate legal action to collect advanced funds including claim and lien upon the subject property owned by the participant. Advances must be repaid to the STATE by the Participant prior to the transfer of property ownership.