

**DRAFT
PROCEDURAL GUIDE
FOR
CALFIRE GREENHOUSE GAS REDUCTION FUND
FOREST MANAGEMENT PROJECTS**

**PROGRAM TIMBERLAND ENVIRONMENTAL IMPACT REPORT
FOR CARBON SEQUESTRATION AND FUEL REDUCTION PROGRAM**

**AUTHORIZED BY
AB 32**

**California Global Warming Solutions
Act of 2006**

**FUNDED BY
SB 852, Budget Act of 2014
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**Committee on Budget and Fiscal Review.
Greenhouse Gases: emissions reduction, 2015**



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

2015

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INTRODUCTION

CAL FIRE has developed the *Program Timberland Environmental Impact Report (PTEIR) for Carbon Sequestration and Fuel Reduction Program*, hereinafter called the “Program”, in order to meet the goals of the Global Warming Solutions Act of 2006. The Program is designed to have the combined benefit of increasing the carbon sequestration potential of California’s nonindustrial timberlands, while decreasing carbon emissions from wildland fires. Over one-half of the privately owned, commercial timberland in California is owned by nonindustrial landowners. Long-term uneven aged management of these lands and the retention of large, old trees can increase the ability of timberlands to sequester carbon through increased growth and inventory and to convert carbon dioxide to oxygen through photosynthesis. Prudent timberland management can decrease the potential for large wildland fires, that release greenhouse gases (GHGs), 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. The Program will provide grant funds for the development of PTEIRs to facilitate these declarations.

Comment [TB1]: 4598 (a)-(d)

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 the Program is to encourage private investments in, and improved long-term management of, timberlands in California to promote carbon sequestration through the following:

- Increased timber growth and inventory.
- Reduced carbon emissions from wildland fires by creating fire resiliency on private timberlands.
- Protection, maintenance, and enhancement of a productive and stable forest resource system for the benefit of present and future generations.

Comment [TB2]: 4598.1(a)

The primary emphasis of the Program is on increasing carbon sequestration in timberlands and achieving GHG reductions from wildland fires. Consistent with this primary emphasis, the Program shall also be managed to maintain or improve all forest resources, such as fish and wildlife habitat, water quality and soil resources, so that the overall effect of the Program is improvement of the total forest resource system.

Comment [TB3]: 4598.1(b)

Program Goals:

The goals of the Program are as follows:

- Encourage forest resource improvements and facilitate timberland management through financial and technical assistance to smaller nonindustrial landowners and coalitions of smaller nonindustrial landowners for the development of watershed-specific PTEIRs for watersheds where the primary focus of the proposed work is reduction of greenhouse gases.
- Work cooperatively with public and private landowners, particularly smaller nonindustrial landowners, to upgrade the long-term management of their lands and, thereby improve the ability of their lands to both sequester carbon and to resist wildland fires, insects and disease that cause significant emissions of carbon dioxide..

Comment [TB4]: 4598.2(b)(1)

Comment [TB5]: 4598.2(b)(2)

APPLICANT ELIGIBILITY AND CONDITIONS

All of the following must be met for a proposed Project to be eligible for funding:

- The Project Concept Proposal and Project Application requirements are satisfied.
- Demonstrate a potential to increase carbon sequestration, achieve GHG reductions, and improve forest resilience to large wildland fires.
- PTEIR development shall comply with PRC §§ 4598-4598.9, 14 CCR §§ 1580 et seq., 14 CCR §§ 1092-1092.32, PRC §§ 21000-21177 and 14 CCR §§ 15000-15387. Additionally, PTEIR developers shall use the guidance document adopted by the Board of Forestry entitled, "Guidance in the Preparation and Review of Program Timberland Environmental Impact Reports" dated November 4, 2009 (minor update July 29, 2014) to inform their development of the PTEIR.
- Grantees may utilize grant funds to contract a third-party consultant, acceptable to CAL FIRE, to assist in the preparation of PTEIRs. Third-party consultants must demonstrate the ability to complete PTEIRs based on completion of past projects with similar complexity and expertise in California forest regulation and permitting. Grant funds provided to grantees shall not exceed the direct costs to the grantees of preparing or contracting the PTEIRs.
- Eligible landowners must be smaller nonindustrial timberland owners with 5,000 acres or less of timberland in California. Only Eligible Landowner(s) can become a Grantee. A Grantee may be a nonprofit organization, a local government entity (such as Fire Protection Districts and Resource Conservation Districts), a corporation, Limited Liability Partnership (LLP), Limited Liability Company (LLC) or any other fictitious business entity.
- Coalitions of Eligible Landowners may participate in the Program. However, if they cannot form a single Grantee, then the Department will consider assuming responsibility for the Project on their behalf.
- If more than one (1) Eligible Landowner applies for funding within the same watershed and they cannot form a single Grantee, then the Department will consider assuming responsibility for the Project on their behalf.
- Where the timberland is owned jointly by more than one individual, group, association, or corporation, as joint tenants, tenants in common, tenants by the entirety, or otherwise, the joint owners shall be considered, as one landowner.
- Parcels considered for PTEIR funding that are zoned TPZ shall not be the subject of an application for rezoning or immediate rezoning pursuant to Section 51120 or 51130 of the Government Code.
- Applicants must agree to comply with State or federal laws applicable to the work carried out pursuant to any Program Timber Harvesting Plan (PTHP) developed pursuant to a PTEIR.
- Applicants must agree to provide CAL FIRE, upon completion of each PTHP undertaken pursuant to a PTEIR, a report detailing GHG reductions achieved by the plan.

Comment [TB6]: 4598.8(a)(b)

Comment [TB7]: 4598.6(a)

Comment [TB8]: 4598.4

Comment [TB9]: 4598.5(a)

Comment [TB10]: FMC requested clarification re how CAL FIRE would review and approve third-party consultants, whether CAL FIRE is going to screen the Grantee's choice for a 3rd party consultant? The consensus in the 01/21/15 meeting was no, so deleted, sine it is not in statute and it may invoke the requirement to put the job out to bid.

Comment [TB11]: 4598.5(b)

Comment [TB12]: 4598.3(d)

Comment [TB13]: Added to reflect Building Block 1.

Comment [TB14]: 4598.6(b)

Comment [TB15]: 4598.6(c)(1)

Comment [TB16]: 4598.8(c)

Comment [TB17]: 4598.8(d)

- Successful applicants on non TPZ lands shall be subject to deed restrictions requiring that timberlands not be developed for uses incompatible with the PTEIR for a period of 20 years following the Grant Agreement.
- Successful applicants shall provide CAL FIRE any data or metrics on GHG reductions as requested or required by law.
- PTEIRs are subject to requirements of the California Environmental Quality Act (CEQA) and its related administrative regulations. CAL FIRE is the lead agency under CEQA responsible for certifying a PTEIR.
- By law, timber operations under a PTEIR shall not occur until (1) a final Notice of Determination is completed and filed for the project and (2) a PTHP is approved by the Director of CAL FIRE.
- Funds may not be used to satisfy cost share requirement or repay loans received pursuant to federal law.
- Unforeseen and unintended circumstances may prevent Grantees from achieving one or more of the Program purposes or goals. Unforeseen circumstances that would allow Grantees to request a termination during a period of 20 years following the execution of the Grant Agreement are natural events that decrease current and future carbon sequestration and increase current and future GHG emissions including: wildfire, wind, disease and insect infestations.
- The grant cap for individual Projects will be is \$1,200,000 based on the availability of funds.
- The land owned by the Eligible Landowner must be in the watershed for which the PTEIR is proposed.

Comment [TB18]: 4598.6(c)(2)

Comment [TB19]: , per 4598.6 (c)(2) TPZ parcels are eligible and do not require a deed restriction and non TPZ parcels are also eligible but do require a deed restriction.

Comment [TB20]: 4598.7

Comment [SLF 2nd21]: We will need to discuss more in Committee. We will need to add more detail on this process.

Comment [TB22]: Deleted because 20 years is not applicable to Grantees that have land in TPZ exclusively.

Comment [TB23]: In ARB lingo, this is called an unintentional reversal, which is defined as any reversal not due to the Forest Owner's negligence, gross negligence or willful intent, including wildfires or disease that are not the result of the Forest Owner's negligence, gross negligence or willful intent. Instead of the timberland owner requesting termination as the result of an unintentional reversal perhaps that timberland owner could be engaged to replant and provide revised GHG reduction numbers.

Comment [TB24]: Stella suggested equating the cap with the Grant funds available for the Program (e.g. 1.2 million).

Comment [MR25]: In the future we could receive more funding. This may help address that issue.

Comment [TB26]: Added based on Building block 12.

IMPORTANT POINTS

1. Project work may not commence until there is a fully executed Grant Agreement between CAL FIRE and the Grantee.
2. Grant Agreements for funds approved by the Legislature must be executed (signed) within the period of availability provided in the State budget.
3. All PTEIR development invoices and supporting documentation must be submitted to CAL FIRE Sacramento staff 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 other proof of the capacity of the signatory to bind the entity to the terms of the Grant Agreement" shall be required of nonprofit organization, a local government entity (such as Fire Protection Districts and Resource Conservation Districts), a corporation, Limited Liability Partnership (LLP), Limited Liability Company (LLC) or any other fictitious business entity. A resolution or attesting document is required on all PTEIR 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 Grant 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 Grant Agreements on behalf of the board, but also the authorized signatory for invoices.
5. This Program is not designed to make grantees eligible to sell carbon credits. The Air Resources Board "Compliance Offset Protocol US Forest Projects" provides guidance regarding becoming eligible to sell carbon credits.

Comment [TB27]: Change made pursuant to suggestion of Legal.

PROJECT APPLICATION PROCESS and PROJECT ADMINISTRATION

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

Comment [TB28]: 4598.8(a), 4598.9(c)-€

During stage 2-Project Application, Applicants will submit a more detailed application expanding on the components identified during the Concept Proposal, stage 1.

Comment [TB29]: 4598.6(a) and 4598.8(b)

Stages 3 and 4 and 4through 7 are administrative steps that require each Applicant to provide the complete package to develop a final Grant Agreement.

Comment [MR30]: Should eliminate steps 5-7 because they are informational.

~~Once a Project is approved for funding, PTEIR development shall comply with PRC §§ 4598-4598.9, 14 CCR §§ 1580 et seq., 14 CCR §§ 1092-1092.32, PRC §§ 21000-21177 and 14 CCR §§ 15000-15387. Additionally, PTEIR developers shall use the guidance document adopted by the Board of Forestry entitled, "Guidance in the Preparation and Review of Program Timberland Environmental Impact Reports" dated November 4, 2009 (minor update July 29, 2014) to inform their development of the PTEIR.~~

Comment [TB31]: Deleted because it is already stated in Applicant Eligibility and Conditions.

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

Project Application Process:

1. **Project Concept Proposal:** ~~CAL FIRE Sacramento staff will review the Project Concept Proposal for consistency with the requirements of the funding, applicant eligibility and the Criteria for Project Evaluation and Approval (See Appendix H).~~ The Project Concept Proposal shall set forth an analysis of timberland conditions and capabilities relative to carbon sequestration and fire resiliency. The Project Concept Proposal shall clearly describe the management objectives and how the Project shall meet the following criteria:

Comment [TB32]: 4598.8(a), 4598.9(c)-€

Comment [TB33]: Moved to paragraph on review 4 paragraphs hence.

- Increased direct carbon sequestration through increased growth and inventory and long-term uneven aged management of the timberlands.
- Improved forest resistance to wildland fire, demonstrated through fuel reduction treatments, construction of shaded fuel breaks and improved forest health.
- Maintenance of large old trees across the watershed.
- Optimized timber growth potential of the timberland consistent with maintaining carbon additionality over the baseline.
- A description of the methodology and metrics planned for use in the PTEIR to analyze and demonstrate GHG reductions achieved by the long-term management of timberlands.

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

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

The Project Concept Proposal form template is located in Appendix A. The on-line form can be found at http://calfire.ca.gov/resource_mgt/downloads/GHG_ConceptProposalForm.pdf

The Project Concept Proposal form must be submitted to CAL FIRE Sacramento no later than **XXXXXXXX, 2015**.

When Project Concept Proposals are submitted to CAL FIRE Sacramento, the Grants Management Unit will log the proposal and pertinent information into a database. Project Concept Proposals will then be sent to the CAL FIRE Sacramento program manager for review. ~~The CAL FIRE Sacramento program manager will review the Project Concept Proposals for completeness and the ability to achieve the objectives of the Program. CAL FIRE Sacramento staff will review the Project Concept Proposal for completeness, for consistency with the requirements of the funding and the *Applicant Eligibility and Grant Selection the Criteria for Project Evaluation and Approval* (See Appendix H).~~ Applicants with Project Concept Proposals that are approved will be asked to develop a complete Project Application. ~~Applicants that do not meet the eligibility and criteria will be informed their projects will not be evaluated further.~~

Applicants are encouraged to consult with their local CAL FIRE Unit in developing their Project Concept Proposals.

- Project Application:** ~~Applicants will be invited to submit a Project Application package for projects that meet Concept Proposal requirements. The Project Application package shall include one (1) complete hard copy and (1) electronic copy of the following documents in one attachment: During the Project Application stage, CAL FIRE Sacramento will consider funding the project.~~

- ~~Project Application. (Appendix B)~~
- ~~Project Scope of Work. (Appendix B)~~
- ~~Project Budget Detail. (Appendix D)~~
- ~~Map~~
- ~~Supplemental Information~~
- ~~Project location GIS data file~~
- ~~Non-Profit Applicants: Articles of Incorporation including the Seal from the Secretary of State.~~

Comment [TB34]: Pursuant to the presentation Sam Walker gave at the 01/28/15 Meeting, incorporate as much automation as possible. Have the applicant fill out forms online then as soon as the applicant hits send... it is sent to the Grants Unit in an .xml file which automatically populates a spreadsheet.

Comment [TB35]: Deleted because the content is captured in the following sentence.

Comment [TB36]: Moved from first paragraph of this section and added "for completeness" so the prior sentence could be deleted.

Comment [MR37]: We need to inform those that do not qualify.

Comment [TB38]: 4598.6(a) and 4598.8(b)

Comment [MR39]: Consistency with other programs. Invite letters are sent.

Comment [MR40]: This information is being requested by the other programs.

Comment [TB41]: From KC: Do you have any objection to either calling the attachments numbers (ex. Attachment 1 instead of Attachment A), or removing the attachment names all together and just provide a bulleted list of attachments. It is somewhat confusing with both the attachment and appendix names having different letters. It also does not really matter what order they are submitted in as long as the application contains all the required information.

Stella suggested that the documents will not be specifically referenced in the "All Program Grant Agreement". She doesn't think it matters how it is changed outside the Grant Agreement, as long as it is clear.

Comment [MR42]: I agree with KC, the other programs are planning to simplify all of these into 1 attachment due to confusion but due to their current time constraints didn't want to make changes to all application documents and procedural guides.

The hard copy shall be mailed to: Send Project Applications to CAL FIRE Sacramento at the following address:

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

The electronic copy and attachment should be submitted to CALFIRE.Grants@fire.ca.gov. Be sure to include all the documents required to be in the attachment with the following file names:

<u>Attachment</u>	<u>electronic file name</u>
<u>Project Application Form</u>	<u>14-GHG-FMP-01-XXXX-GGRF ID-UUU-Application.pdf</u>
<u>Scope of Work</u>	<u>14-GHG-FMP-01-XXXX-GGRF ID-UUU-SOW.doc</u>
<u>Map</u>	<u>14-GHG-FMP-01-XXXX-GGRF ID-MAP.pdf</u>
<u>Budget</u>	<u>14-GHG-FMP-01-XXXX-GGRF ID-Budget.xls</u>
<u>Supplemental Information</u>	<u>14-GHG-FMP-01-XXXX-GGRF ID-UUU-Supplemental.pdf</u>
<u>Project location GIS data file</u>	<u>14-GHG-FMP-01-XXXX-GGRF ID-UUU-Project Area.kmz</u>
<u>Articles of Incorporation for non profits</u>	<u>14-GHG-FMP-01-XXXX-GGRF ID-non profit.pdf</u>

Note:

Replace XXXX in the file name with the Project Tracking ID Number.
 Replace GGRF ID in the file name with the appropriate program name acronym (DSFR, FPC, FR, or WRR)
 Replace UUU in the file name with the 3-letter identifier for the Unit where the project is located. Unit identifiers are listed in the item #1 drop down list in Project Application.

~~Project Applications submitted to CAL FIRE Sacramento shall include three (3) complete sets of the following documents~~

- ~~Attachment A—Project Application. (Appendix B)~~
- ~~Attachment B—Project Scope of Work. (Appendix B)~~
- ~~Attachment C—Project Budget Detail. (Appendix D)~~
- ~~Non-Profit Applicants: Articles of Incorporation including the Seal from the Secretary of State.~~

~~The Attachment will s A, B, and C become part of the final Grant Agreement between the State and the Grantee. Therefore, complete all required documents for the these attachments as accurately as possible to avoid delays with revisions at final signing. Revisions to the A attachments A, B, and C during phase stage 2 will result in final documents agreed upon by the State and the Grantee and becomeing part of the final Grant Agreement (stage 3).~~

CAL FIRE Sacramento staff will review the Project Applications for completeness for consistency with the requirements of the funding and the Applicant eEligibility and Grant Selection Criteria the Criteria for Project Evaluation and Approval (See Appendix H). Then Project Applications will be scored based on the Grant Review Sheet (See Appendix H). The

Comment [MR43]: Revised title of appendix H for consistency with other programs

Comment [TB44]: From TB: Added to introduce score sheet and final approval is at Director's discretion.

From MR: No other Programs are providing Applicant score sheets (=Grant Review Sheet). Consider the positive and negative aspects of providing the Grant Review Sheet.

highest scoring applications that meet all threshold requirements shall be recommended to the Director for consideration. Final approval will be made at the discretion of the Director, and the ability of the Project to achieve the objectives of the Program. Project Applications found to meet the project criteria will be sent to the local CAL FIRE Unit for further review and recommendations on priority ranking of the projects. Successful Applicants shall be notified by Sacramento Grant Program Manager. Successful Applicants that qualify to be a Grantee will be required to conform with stages 3 and 4. ~~through and 4.7~~. If the Department is responsible for the Project implementation then the Applicants must conform to stage 5. CAL FIRE Sacramento staff will then make the final selection of projects to be funded.

3. Grant Agreement: After project selection is complete, and all documents are found to be in order for signing, the CAL FIRE Sacramento Grants Management Unit will prepare a Grant Agreement and forward it to the Grantee. Upon receipt of the Grant Agreement package, the grantee shall sign the three (3) original signature Grant Agreements, ~~the Attachment, Attachments A, B & C~~ and ~~add the Standard Form 204~~. If the Grantee is a nonprofit organization, a local government entity (such as Fire Protection Districts and Resource Conservation Districts), a corporation, Limited Liability Partnership (LLP), Limited Liability Company (LLC) or any other fictitious business entity, a resolution "or other proof of the capacity of the signatory to bind the entity to the terms of the Grant Agreement" shall be required and also for nonprofit organizations Articles of Incorporation shall be required. ~~add the Board Resolution or Attesting Document granting authority to sign, and Articles of Incorporation with Standard Form 204 if a nonprofit applicant~~. The Grant 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 Project Application.
- ~~Attachment B~~—Final Project Scope of Work.
- ~~Attachment C~~—Final Project Budget Detail.
- ~~Standard Form 204~~.
- Board Resolution or Attesting Document granting authority to sign ~~(for fictitious business entities)~~.
- Articles of Incorporation ~~(for nonprofit organizations)~~.
- ~~Standard Form 204~~

4. Grant Award: The Grantee shall return three (3) complete, original, signed Grant Agreements to the CAL FIRE Sacramento Grants Management Unit no later than sixty (60) days after receiving the Grant Agreement package. 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.

Comment [TB45]: Consider deleting. From KC: Matthew: Does this project need this step? Not likely that all units will have applicants, and who is the appropriate Unit resource to prioritize the project? The PTEIR prioritization may be better done at the State level.

Second thought: The unit may have knowledge of the applicants ability to carry out the project if they actively participate in timber harvesting or VMP projects. This may be more of a notification and request for any concerns about the project.

From MR: This is an attempt to keep the Units involved in the process and gain any local knowledge. The Unit Forester is the contact.

From TB: Consider moving statement prior to mention of Director's discretion regrading final approval.

Comment [MR46]: I think for consistency we stay with four stages not 7.

Comment [TB47]: Work in progress.

Comment [TB48]: Incongruent with Final approval will be at the Discretion of the Director.

Comment [TB49]: Change made pursuant to suggestion of Legal and to reflect 204 is required of every Grantee.

All Grant Agreements must be signed and returned to CAL FIRE prior to the established deadline, funds encumbered prior to the close of the fiscal year and per deadlines established by CAL FIRE Department of Accounting.

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

Grant Termination date – All project work related to the grant must be completed by ~~December 31, 2019.~~ or the termination date of the grant agreement, whichever is earlier.

5. APPLICABLE ONLY WHEN THE DEPARTMENT IS RESPONSIBLE FOR PROJECT IMPLEMENTATION: Following are suggestions of what to include in the agreement to be signed by Eligible Landowners who own land, within the Project Area, that conveys their commitment to utilizing the PTEIR.

- I agree to comply with State or federal laws applicable to the work carried out pursuant to any Program Timber Harvesting Plan (PTHP) developed pursuant to a PTEIR.
- I agree to provide the department, upon completion of each PTHP undertaken pursuant to a PTEIR, a report detailing GHG reductions achieved by the plan.
- I agree to provide the department any data or metrics on GHG reduction as requested or required by law.
- I have the sincere intent to implement the PTEIR for the long-term management of timberlands for GHG reduction.
- I certify that the above and attached information is true and correct.
- Signed deed restriction in which the Eligible Landowners agree not to develop the parcel of timberland for uses incompatible with the PTEIR within 20 years of the execution of the Grant Agreement or, if the Department assumes responsibility, the execution of an Agreement.

Comment [TB50]: From KC: May consider using the time period with the specific date as an example in case this is funded in future years. Ex. "December 31 of the third year after the grant is awarded (for example, all grants awarded in 2016 need to be complete by December 31, 2019)."

Stella thought the language reflected with the revisions would work.

Comment [MR51]: The current funding is available until June 30, 2020. This language works well because if additional funds become available, this date will change.

Comment [TB52]: To be developed.

Comment [TB53]: 4598.8(c)

Comment [TB54]: 4598.8(d)

Comment [TB55]: 4598.8(e)

Project Amendments and Termination:

After Project commencement, a Grant Agreement may be amended by written consent of both the State and Grantee. A Grant 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 Sacramento 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 sufficient audit trail to determine a total project cost, 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 (3) years after final payment is made by the State. **Avoid audit exceptions problems– keep accurate records.**

Comment [MR56]: Caption is a term used in finance audits indicating an audit has identified an exception from the standard accounting practices indicating a problem or inconsistency in accounting. "Problem" is more clear.

Comment [TB57]: From KC: This looks like important advice, but I'm not sure what it means. Is there a clearer word to be used here? Problems?

Loss of Funding: (Not a complete list)

The following are examples of actions that may result in a Grantee's loss of funding:

- Grantee fails to obtain a Grant Agreement.
- Grantee fails to use all of its allocation.
- Grantee withdraws from the Program.
- Grantee fails to complete the funded Project.
- Grantee fails to submit all documentation within the time periods specified in the Grant Agreement.
- Grantee changes the project scope without concurrence of the State.
- Grantee or the State terminates the Project.

Repayment of Funds:

If the project is not completed as proposed, or fails to deliver and maintain net reductions in greenhouse gas emissions, the grantee may be required to fully or partially repay funds from the CAL FIRE Greenhouse Gas Reduction Fund.

The State may terminate the grant for any reason at any time if it learns of or otherwise discovers that there are allegations supported by reasonable evidence that the grantee has violated any state or federal law or policy which affects performance of this or any other grant

agreement or contract entered into with the State. If a grant is terminated, the grantee may be required to fully or partially repay funds from the Greenhouse Gas Reduction Fund.

Comment [JVB58]: These two paragraphs protect the administering agency if the above paragraph is triggered and return of funds is required.

Comment [MR59]: Add per ARB recommendation above..

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 Detail (template).

Budget Item	Eligible Cost Description
Salaries and Wages	Salaries and wages of employees employed by the grantee who 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, project monitoring and completion of reporting related to the grant project. Staff time related to accounting, business services, etc. are allowed only if those functions are not included in the grantee's overhead cost. Overtime costs may be allowed under the recipients established policy provided the regular work time was devoted to the same project and is based on actual cost incurred.
Employee Benefits	Employer contribution share of fringe benefits associated with employees (paid from salaries and wages Budget Item) who 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 are accounting, professional forestry services from a Registered Professional Forester (RPF), GHG verification services, or other professional natural resources services from, for example, a biologist, botanist, geologist or an archaeologist. 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.

Other	Other costs that do not fit in any of the above categories. Cost must be directly related to the grant project. Costs such as rent, utilities, phones, general office supplies, etc.) that must be apportioned to the grant are considered indirect cost unless written justification is submitted and approved by CAL FIRE.
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Ineligible Costs:

The following are costs ineligible for reimbursement under the grant.

- 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.
- Cost incurred before or after the project performance period.
- Cost of preparing grant proposal.
- Late fees, penalties and bank fees.
- [Cost associated with forming a fictitious business entity.](#)

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. Supporting documentation for the invoice should be as follows:

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.
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.
Other	Invoices or receipts identifying the item and cost charged to the grant.

Advance Payment of Grant Funds (Non-Profits 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 provisions listed below. 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:

- Modest reserves and potential cash flow problems 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 provisions 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 and must be spent on eligible costs within six months of the advance payment request.
- 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 fully liquidated via an invoice and supporting documentation and completed to the State's approval satisfaction before another advance payment will be made.
- The balance of unspent advance payment funds not liquidated within the six month spending period will be billed for the return of advance funds to the State. The amount will be returned to the grant balance.
- Any advance payment received by a grantee and not used for project eligible costs 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 reported as Program Income used toward offsetting the project cost or returned to the State.

Comment [TB60]: Use another word.

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 (3) years after project completion.

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 (1) 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 (1) year following an audit.

California Environmental Quality Act:

PTEIRs are subject to requirements of the California Environmental Quality Act (CEQA) and its related administrative regulations. CAL FIRE is the lead agency under CEQA; responsible for certifying a PTEIR. All PTEIRs must be submitted to the State Clearinghouse for the prescribed review period of 45 days prior to final adoption. PTEIRs may require California Department of Fish and Wildlife filing fees for review and filing of the Notice of Determination with the State Clearing House. Grantees are advised to budget for all PTEIR review and filing fees when preparing the budget during the project application stage.

Comment [MR61]: Dept of Finance

Comment [TB62]: Who does the audit? Are the procedures for it already in the California Code of Regulations?

EXPLANATION OF TERMS

TERM	EXPLANATION
Agreement	A legally binding agreement between the State and another entity.
Additionality	Carbon sequestration beyond what would otherwise be required by law, regulation, or legally binding mandate, and that exceed what would otherwise occur in a conservative business-as usual scenario.
Amendment	A formal modification or a material change of the agreement, such as term, cost, or scope of work.
Applicant	An entity that is proposing a Project for inclusion in the Program and has met the eligibility and conditions of the 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, Project Application forms (Attachment A) and payment requests.
Baseline Stocks	
California Environmental Quality Act (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 proposed Project. For more information refer to http://ceres.ca.gov/ceqa/ .
Co-benefits	Additional benefits that are realized as a result of strategy implementation for a different purpose. Increased carbon sequestration co-benefits may include enhanced wildlife habitat, increased biodiversity, reduced soil erosion, improved water quality, enhanced aesthetics and reduced energy usage. Fuel reduction co-benefits may include the promotion of public safety and reduction of the potential loss of life and property, reduced suppression costs, reduced forest pests, invasive weed control, avoided emissions through the decrease in wildfire severity and acres burned, airshed improvements in non-attainment air basins and offsetting the use of fossil fuels if harvested material is fed to a biomass plant.
Contractor (third-party consultant)	An entity contracting with CAL FIRE or the Grantee.
Department	The California Department of Forestry and Fire Protection, also known as CAL FIRE.
Director	The Director of CAL FIRE or his/her authorized representative.
Eligible Landowner	Pursuant to PRC § 4598.3 this terms means any person who meets the conditions set forth in PRC §§ 4598.6 and 4598.8. Where ownership of timberland and timber are not held by the same person, "landowner" means either the person or persons owning the land or the person or persons owning the timber. Pursuant to PRC § 4598.2(b)(1), coalitions of eligible landowners may participate in the Program. An Eligible Landowner can be a nonprofit

Comment [TB63]: Define

Comment [TB64]: 4598.3(a)

	organization, a local government entity (such as Fire Protection Districts and Resource Conservation Districts), a corporation, Limited Liability Partnership (LLP), Limited Liability Company (LLC) or any other fictitious business entity.
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.
Fiscal Year	The twelve month period beginning July 1 of one calendar year and ending June 30 of the following calendar year.
Fuel Reduction Treatments	14 CCR §§ 913.4(c), 1038(c), 1038(i) and 1052.4 describe what, in certain areas, constitutes effective fuel reduction treatments including reducing surface fuel loads, removing ladder fuels, adding fuel breaks, and reducing stand density.
GHG	Greenhouse Gas
Grant Agreement	A legally binding agreement between the State and another entity wherein the entity agrees to complete a project and in return the Director agrees to grant funding for the project and is assigned a unique Grant Agreement number, such as 8XX14XXX.
Grant Funds	The money provided by the State to the Grantee pursuant to the Grant Agreement.
Grantee	An applicant who has signed a Grant Agreement for the award of grant funds.
Large Old Trees	A tree that existed before 1800 A.D and is greater than sixty (60) inches in diameter at stump height for Sierra or Coastal Redwoods, and forty-eight (48) inches in diameter at stump height for all other tree species.
Modification	A Grant Agreement modification is an informal agreement that moves dollars in the line item, and task budgets <u>and Phases</u> , 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.
Monitoring	Update of the project's forest carbon inventory.
Non-Profit Organization	Any California corporation organized under Sections 501(c) (3) of the Federal Internal Revenue Code. A letter of determination certifying non-profit status will be required prior to project approval.
Other Sources of Funds	All matching fund sources that are used to complete the project beyond the grant funds provided by the Grant Agreement.
Parcels	A unit of land delineated by a County Assessor for tax purposes in the county(ies) where the project is located.
Payee Data Record (Std. 204)	Form Std. 204, "Payee Data Record" is required for Grantees. The form must be submitted in order to establish a vendor number for payment and to have funds encumbered.
Program	Program Timberland Environmental Impact Report (PTEIR) for Carbon Sequestration and Fuel Reduction Program.
Program Timberland Environmental Impact Report (PTEIR)	A planning mechanism prepared pursuant to 14 CCR §1092 et seq. CEQA provides the opportunity for lead agencies to prepare programmatic EIRs (14 CCR §15168) that analyze the potential impacts of a series of actions that can be characterized as one large, ongoing project. For more information refer to: http://www.fire.ca.gov/resource_mgt/resource_mgt_EPRP_PTEIR.php .

Comment [TB65]: 4598.3(c)

	Pursuant to 14 CCR § 895.1, Program Timberland Environmental Impact Report (PTEIR), means a Program Environmental Impact Report in compliance with CEQA for ongoing management of timberlands, including timber operations and related land management practices which require permits from public agencies. Subsequent PTHPs shall be tied to a PTEIR.
Project	The work or other activity described in the “Project Scope of Work” and detailed as Program Timberland Environmental Impact Report to be accomplished utilizing grant funds and match (if applicable).
Project 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.
Project Area	The acres to be included in the PTEIR.
Project Concept Proposal	An analysis of timberland conditions and capabilities relative to carbon sequestration and fire resiliency reviewed for consistency with the requirements of the funding, applicant eligibility and the Project Evaluation and Approval Criteria found in Appendix H.
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 Scope of Work	The individual scope of work describing in detail the proposed tasks identified as Attachment B, as described in enabling legislation and in the Grant Agreement.
Project Budget Detail	The proposed detailed budget plan identified as Attachment C.
Resolution	The purpose of a resolution, made 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 a Grant 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.
Smaller Nonindustrial Landowner	Pursuant to PRC § 4598.3 this term means an owner of 5,000 acres or less of timberland within California.
State	State of California, Department of Forestry and Fire Protection, also known as CAL FIRE.
Timberland	See PRC § 4526.
Timberland Production Zone (TPZ)	Pursuant to GOV § 51104, an area which has been zoned pursuant to Section 51112 or 51113 and is devoted to and used for growing and harvesting timber, or for growing and harvesting timber and compatible uses, as defined in subdivision (h).
Unevenaged Management	The management of a specific forest, with the goal of establishing a well stocked stand of various age classes and which permits the periodic harvest of individual or small groups of trees to realize the yield and continually establish a new crop. 14 CCR § 913.2 [933.2, 953.2] further defines uneven aged management, which can be congruent with carbon sequestration.
Watershed	

Comment [TB66]: 4598.3(d)

Comment [TB67]: 4598.3(b)

Comment [TB68]: Provide definition.

APPENDICES

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APPENDIX A

Project Concept Proposal

1. Project Name: _____.

Responsible person to be contacted:

Name: _____ Title: _____.

Phone Number: _____ Day _____ Evening _____.

Address: _____
Street or P. O. Box City State Zip

Email Address: _____ FAX Number: _____.

Organization (if relevant): _____.

Website (if relevant): _____.

2. From which program(s) are funds being requested?

Urban Forestry: _____ Fuel Reduction: _____ Reforestation: _____ Forest Legacy: _____

Forest Pest Control: _____ Program Timberland EIR: _____ Demonstration State Forest Research: _____

3. Project funding requested: \$ _____.

4. Project Location:

Section(s): _____ Township: _____ Range: _____ Base Meridian: _____ County: _____.

Section(s): _____ Township: _____ Range: _____ Base Meridian: _____ County: _____.

Section(s): _____ Township: _____ Range: _____ Base Meridian: _____ County: _____.

Section(s): _____ Township: _____ Range: _____ Base Meridian: _____ County: _____.

Section(s): _____ Township: _____ Range: _____ Base Meridian: _____ County: _____.

Section(s): _____ Township: _____ Range: _____ Base Meridian: _____ County: _____.

Section(s): _____ Township: _____ Range: _____ Base Meridian: _____ County: _____.

Section(s): _____ Township: _____ Range: _____ Base Meridian: _____ County: _____.

List all section number(s) individually. Attach additional sheet if needed.

5. Approximate acreage of Project Area: _____.

Comment [TB69]: 4598.8(a), 4598.9(c)-(e)

Comment [TB70]: From KC: The SRA Drought funded grant provided this as a fillable pdf form that could be submitted to CAL FIRE online. Information from select cells were captured directly in xml format, preventing the need for data entry to form a database of applicants. I can share the form with you, I don't think it is difficult technology to work with, and can save hours of data entry by CAL FIRE staff.

Comment [MR71]: I'm developing the new concept proposal consistent with the other programs that will allow for online submittal.

Comment [TB72]: Replacement proposed of this Project Concept Proposal with "Single Project Concept Proposal for Most Programs" with the caveat that items 6, 8, 9, 10 and 13, highlighted in yellow below, are not represented in it and inclusion should be considered. Also consider adding a checkbox for PTEIR and a request for information that would allow the Department to reject Project Concept Proposals before applicants are invited to participate in stage 2.

Comment [TB73]: From KC: May consider removing this since it is attached specifically to the PTEIR guidance document.

6. Are there any existing Conservation Easements, Habitat Conservation Plans, Safe Harbor Agreements, CC&R's, other deed restrictions, pending applications for rezoning or any other legally binding document that would restrict resource management activities on the proposed project area? YES: _____. NO: _____.
If YES, Explain (Attach additional pages as necessary):

7. Is any part of the proposed Project Area in an existing management plan (e.g., Unit fire plan, CWPP, THP)? YES: _____. NO: _____. If YES, List: _____

8. Is any part of the proposed Project Area not in TPZ _____ YES _____ NO
If YES, the parcels not in TPZ shall be subject to deed restrictions requiring that timberlands not be developed for uses incompatible with the PTEIR for a period of 20 years following the Grant Agreement.

Comment [TB74]: 4598.6(c)(2)

9. Has application for immediate rezoning from TPZ been made to the county or city having property tax jurisdiction? _____ YES _____ NO. If YES, the parcels subject to the rezone cannot be made part of the Program (pursuant to Sections 51120 and 51130 of the Government Code).

Comment [TB75]: 4598.6(c)(1)

10. Is your proposed project located within an identified area of high or extreme risk? (See fire Hazard Severity Zone Maps at http://calfire.ca.gov/fire_prevention/fire_prevention_wildland_zones_maps.php. If there is any difficulty in finding this information, consult the local CAL FIRE Forester for your area.) YES: _____. NO: _____.

11. Project description: What are the components/parameters of the project? _____

Comment [TB76]: Explain further what is expected.

12. Project objectives: What are the project objectives? What is the project going to achieve?

13. Describe how the proposed project will directly reduce emissions of greenhouse gases by increasing the potential of California's timberlands to sequester carbon and decrease emissions of greenhouse gases from wildfire. Set forth an analysis of timberland conditions and capabilities relative to carbon sequestration and fire resiliency. Include a general description of the forest conditions within the project area, including tree species composition, age class distribution and management history. Describe the management objectives and how the project shall provide for the following. Include what management activities will be employed? Please attach additional pages as necessary.

- Increased direct carbon sequestration through increased growth and inventory and long-term uneven aged management of the timberlands.
- Improved forest resistance to wildland fire, demonstrated through fuel reduction treatments, construction of shaded fuel breaks, improved forest health etc.
- Maintenance of large old trees across the watershed.
- Optimized timber growth potential of the timberland consistent with maintaining carbon additionality over the baseline.
- Demonstrated GHG reduction achieved by the long-term management of the timberland utilizing measurable metrics to be analyzed in the PTEIR.

14. Describe the co-benefits (see Explanation of Terms) of the project, if any.

15. When could work begin on the project? _____.

16. How long will it take to complete the project? _____.

17. Date Project Concept proposal completed by Applicant: _____.

Submit proposal online at calfire.grants@fire.ca.gov

For more information contact CAL FIRE Grant Management Unit, PO Box 944246 Sacramento, CA 94244-2460

Comment [TB77]: In (J), but deletion proposed because development of a plan will not "directly" reduce emissions of GHGs.

Comment [TB78]: (J)

Comment [TB79]: 4598.8 (a)

Comment [TB80]: 4598.8(a)(1)-(5)

Comment [TB81]: Update link.

Comment [TB82]: From KC: Include phone number and e-mail?

APPENDIX B

Project Application

Comment [TB83]: 4598.6(a) and 4598.8(b)

Project Application General Information:

1. Grants provided must be for the purpose of preparing a PTEIR that demonstrates a potential to increase carbon sequestration, achieve GHG reductions, and improve forest resilience to large wildland fires.
2. PTEIR development shall comply with PRC §§ 4598-4598.9, 14 CCR §§ 1580 et seq., 14 CCR §§ 1092-1092.32, PRC §§ 21000-21177 and 14 CCR §§ 15000-15387. Additionally, PTEIR developers shall use the guidance document adopted by the Board of Forestry entitled, "Guidance in the Preparation and Review of Program Timberland Environmental Impact Reports" dated November 4, 2009 (minor update July 29, 2014) to inform their development of the PTEIR .
3. Grantees may utilize grant funds to contract a third-party consultant, acceptable to CAL FIRE, to assist in the preparation of PTEIRs. ~~Third-party consultants must demonstrate the ability to complete PTEIRs based on completion of past projects with similar complexity and expertise in California forest regulation and permitting.~~ Grant funds provided to grantees shall not exceed the direct costs to the grantees of preparing or contracting the PTEIRs.
4. ~~Eligible landowners must be smaller nonindustrial timberland owners with 5,000 acres or less of timberland in California. Only Eligible Landowner(s) can become a Grantee. A Grantee may be a nonprofit organization, a local government entity (such as Fire Protection Districts and Resource Conservation Districts), a corporation, Limited Liability Partnership (LLP), Limited Liability Company (LLC) or any other fictitious business entity.~~
5. Coalitions of Eligible Landowners may participate in the Program. However, if they cannot form a single Grantee, then the Department will consider assuming responsibility for the Project on their behalf.
6. If more than one (1) Eligible Landowner applies for funding within the same watershed and they cannot form a single Grantee, then the Department will consider assuming responsibility for the Project on their behalf.
7. Where the timberland is owned jointly by more than one individual, group, association, or corporation, as joint tenants, tenants in common, tenants by the entirety, or otherwise, the joint owners shall be considered, as one landowner.
8. Parcels considered for PTEIR funding that are zoned TPZ shall not be the subject of an application for rezoning or immediate rezoning pursuant to Section 51120 or 51130 of the Government Code.

Comment [TB84]: 4598.4

Comment [TB85]: 4598.5(a)

Comment [TB86]: FMC requests clarification re how CAL FIRE would review and approve third-party consultants. Stella and Toby: is CAL FIRE going to screen the Grantee's choice for a 3rd party consultant? The consensus in the 01/21/15 meeting was NO, so removed, plus it is not in statute and it would require putting the job out to bid.

Comment [TB87]: 4598.3(d)

Comment [TB88]: Deleted because it is already defined in Explanation of Terms.

Comment [TB89]: 4598.2(b)(1)

Comment [TB90]: Deleted because it is already defined in Explanation of Terms.

Comment [TB91]: 4598.6(b)

Comment [TB92]: 4598.6(c)(1)

9. Applicants must agree to comply with State or federal laws applicable to the work carried out pursuant to any Program Timber Harvesting Plan (PTHP) developed pursuant to a PTEIR.
10. Applicants must agree to provide the department, upon completion of each PTHP undertaken pursuant to a PTEIR, a report detailing GHG reductions achieved by the plan.
11. Successful applicants on non TPZ lands shall be subject to deed restrictions requiring that timberlands not be developed for uses incompatible with the PTEIR for a period of 20 years following the Grant Agreement.
12. Successful applicants shall provide the department any data or metrics on GHG reductions as requested or required by law.
13. PTEIRs are subject to requirements of the California Environmental Quality Act (CEQA) and its related administrative regulations. CAL FIRE is the lead agency under CEQA responsible for certifying a PTEIR.
14. By law, timber operations under a PTEIR shall not occur until (1) a final Notice of Determination is completed and filed for the project and (2) a PTHP is approved by the Director of Forestry and Fire Protection.
15. Applicants must agree to have the sincere intent to execute and successfully complete the PTEIR for the long-term management of timberlands for GHG reduction.

Comment [TB93]: 4598.8(c)

Comment [TB94]: 4598.8(d)

Comment [TB95]: 4598.6(c)(2)

For Administrative Use Only

Grant Agreement Number: _____ CalMapper ID: _____

ATTACHMENT A

Project Application

Comment [TB96]: From KC: See note above about potentially removing or changing attachment names.

Comment [TB97]: From KC: Again, consider fillable PDF form for efficient data capture.

Comment [TB98]: Replacement proposed of this Project Concept Proposal with "Single Project Application for Most Programs" with the caveat that items 1, 2, 3, 6, 8, 9 and 13, highlighted in yellow below, are not represented in it and inclusion should be considered. Also not included are items 1, 2, 3, 4, 6 and 11 which are highlighted in yellow in the Scope of Work form. For the other Programs, the questions related to the Scope of Work have been brought into a section entitled "Program Specific Questions" in the "Single Project Application for Most Programs", which is proposed for this Program.

1. Project Name: _____

Responsible person to be contacted.

Name: _____ Title: _____

Phone Number: _____ Day _____ Evening _____

Address: _____
Street or P. O. Box _____ City _____ State _____ Zip _____

Email Address: _____ FAX Number: _____

2. Organization (if relevant):

Name: _____ Phone Number: _____ Day _____ Evening _____

Email Address: _____ FAX Number: _____

Address: _____
Street or P. O. Box _____ City _____ State _____ Zip _____

Website (if relevant): _____

3. Timber and/or Timberland Owners of Record:

Name: _____ Phone Number: _____ Day _____ Evening _____

Address: _____
Street or P. O. Box _____ City _____ State _____ Zip _____

4. Project Location:

Section(s): _____ Township: _____ Range: _____ Base Meridian: _____ County: _____

Section(s): _____ Township: _____ Range: _____ Base Meridian: _____ County: _____

Section(s): _____ Township: _____ Range: _____ Base Meridian: _____ County: _____

Section(s): _____ Township: _____ Range: _____ Base Meridian: _____ County: _____

Section(s): _____ Township: _____ Range: _____ Base Meridian: _____ County: _____

Section(s): ____ Township: ____ Range: ____ Base Meridian: ____ County: ____
 Section(s): ____ Township: ____ Range: ____ Base Meridian: ____ County: ____
 Section(s): ____ Township: ____ Range: ____ Base Meridian: ____ County: ____
 Section(s): ____ Township: ____ Range: ____ Base Meridian: ____ County: ____
 Section(s): ____ Township: ____ Range: ____ Base Meridian: ____ County: ____

List all section number(s) individually. Attach additional sheet if needed.

Latitude: _____ Longitude: _____

5. Total acres within Proposed Project Area: _____

6. Are there any existing Conservation Easements, Habitat Conservation Plans, Safe Harbor Agreements, CC&R's, other deed restrictions, pending applications for rezoning or any other legally binding document that would restrict resource management activities on the proposed project area? YES: ____ NO: ____ If YES, Explain (Attach additional pages as necessary): [see 18 on new application program specific](#)

7. Is any part of the proposed Project Area in an existing management plan (e.g., Unit Fire Plan, CWPP, THP)? YES: ____ NO: ____ If YES, List:

8. Is any part of the proposed Project Area not in TPZ **YES** **NO**
 If YES, the parcels not in TPZ shall be subject to deed restrictions requiring that timberlands not be developed for uses incompatible with the PTEIR for a period of 20 years following the Grant Agreement.

9. Has application for immediate rezoning from TPZ been made to the county or city having property tax jurisdiction? YES ____ NO ____ If YES, the parcels subject to the rezone cannot be made part of the Program (pursuant to Sections 51120 and 51130 of the Government Code).

10. Is your proposed project located within an identified area of high or extreme risk? (See fire Hazard Severity Zone Maps at http://calfire.ca.gov/fire_prevention/fire_prevention_wildland_zones_maps.php. If there is any difficulty in finding this information, consult the local CAL FIRE Forester for your area.) YES: ____ NO: ____

11. Describe the co-benefits (see Explanation of Terms) of the project, if any.

Comment [TB99]: From KC: Is this duplicative if township, range and section location is included above? Do you want centralized point representative of project location or actual boundaries of the project location? If you leave this consider giving guidance on the format you want it in. The location description was a big headache for the Cal Mapper folks on the SRA Grant projects.

Comment [TB100]: 4598.6(c)(2)

Comment [TB101]: 4598.6(c)(1)

Attachment B, Project Scope of Work/ Project Description:

12. Project Description: This section must completely describe your proposed PTEIR and the Project Scope of Work to be accomplished. Complete the questions below in "Attachment B Project Scope of Work." Attach this as a separate document to the Project Application labeled "Attachment B Project Scope of Work".

13. Attach a map or maps of not less than 1:24,000, or an adequate scale to show the proposed project area, measuring 8.5 by 11 inches, that delineates project boundaries and any other necessary information as specified in the Instructions for the Project Scope of Work. Include a map legend that identifies these features, the project name, and applicant.

Attachment C, Project Budget Detail/ Project Budget:

14. Attach your project budget. You may use the "Attachment C, Project Budget Detail". The project budget must show how the funds will be spent; i.e., planned consulting costs to develop and complete the PTEIR.

Comment [TB102]: From KC: Consider making this available for download in excel from the website.

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

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 project proposal will be rejected.

I agree to comply with State or federal laws applicable to the work carried out pursuant to any Program Timber Harvesting Plan (PTHP) developed pursuant to a PTEIR. _____

Comment [TB103]: 4598.8(c)

I agree to provide the department, upon completion of each PTHP undertaken pursuant to a PTEIR, a report detailing GHG reductions achieved by the plan. _____

Comment [TB104]: 4598.8(d)

I agree to provide the department any data or metrics on GHG reduction as requested or required by law. _____

Comment [TB105]: 4598.8(e)

I have the sincere intent to successfully complete and implement the PTEIR for the long-term management of timberlands for GHG reduction.

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

Executed on _____ at _____.

Original Signature Required: Applicant.

Guidance on Completing Attachment B, Project Scope of Work:

With a separate attached document titled “Attachment B, Project Scope of Work,” provide a detailed description of the work proposed. Be specific. The Project Scope of Work requires quality of information, not quantity.

~~GHG reduction: The use of the funds is dependent upon demonstrating a GHG reduction. Your Project Scope of Work must describe the value of forest management and the prevention of wildland fire for GHG reduction. All Projects shall be designed to meet some or all of the GHG reduction objectives proposed. Objectives may include increasing carbon sequestration in trees retained on the project site, fuel reduction treatments to reduce carbon dioxide emissions from wildfire and utilization of biomass to offset the use of fossil fuels.~~ GHG reduction: The use of the funds is dependent upon demonstrating a GHG reduction. Your Project Scope of Work must describe the importance of the Project through the lens of GHG reduction. All Projects shall be designed to meet some or all of the GHG reduction goals and objectives listed in item 3 of Attachment B. All applications shall include a methodology to calculate and quantify the GHG reduction resulting from the Project. Be specific in the description of the methodology to be used.

Comment [TB106]: 4598.8(a)(5) and (e) and 4598.9 (f)

Questions have been provided under “Attachment B, Project Scope of Work” in Attachment B to help Applicants develop ~~GHG reduction objectives~~ the Project Scope of Work. The Project Scope of Work must include an adequate description of the Project with clearly defined goals and objectives developed in consideration of the Project Evaluation and Approval Criteria provided in Appendix H. The Project Scope of Work should demonstrate how each objective and associated tasks ~~will be addressed in the~~ correlates to the development of the PTEIR and the expected effect on ~~carbon sequestration, fuel reduction and forest resilience~~ GHG reduction, once implemented. The grant investment is to develop a PTEIR that is important because the practices that it enables, once implemented, will yield a GHG reduction.

The Project Scope of Work may be adjusted during the life of the Grant Agreement by amendment.

Guidance on Completing Attachment C, Project Budget Detail:

Use the Project Budget Detail template found in Appendix D to construct the project budget. Label the budget “Attachment C, Project Budget Detail”.

Attachment B

Project Scope of Work

INSTRUCTIONS

Applicants must complete the Project Scope of Work and may attach additional documentation to help explain and describe the proposed Project. Applicants may insert supplemental pages including maps to provide complete answers or explain any details that are not covered. CAL FIRE may require additional information as deemed necessary to properly review the Project Application.

During the development of the PTEIR, including the interagency environmental review process, additional measures may be required by CAL FIRE to reasonably ensure the success of the PTEIR to meet required GHG reduction goals and objectives or provide additional environmental protection.

GENERAL

1. The responsible person who may be contacted if different from those given in the Project Application.

Name: _____ Title: _____

Phone Number: _____ Day _____ Evening.

Address: _____
Street or P. O. Box City State Zip

Email Address: _____ FAX Number: _____

2. Have you received professional advice or assistance in planning this PTEIR?
_____ Yes _____ No. List name and address of people professionally trained in land management who are advising you on PTEIR development.

(Individual Name) (Title) (Firm or Agency Name)

(Profession or Occupation)

Address: _____
Street or P. O. Box City State Zip

Comment [TB107]: From KC: Consider making the Project Scope of Work guidance a separate appendix. This is a fairly important part of the application process and having it as a stand-alone document may make it clearer to applicants to be able to download this as a separate word document on the website that they can then fill out and submit with the application.

3. Provide the long-term forest and land management goals and objectives for the proposed PTEIR regarding at a minimum:

the following (attach additional pages as necessary):

- o Increased direct carbon sequestration through increased growth and inventory and long-term uneven aged management of the timberlands.
- o Improved forest resistance to wildland fire, demonstrated through fuel reduction treatments, construction of shaded fuel breaks, improved forest health etc.
- o Maintenance of large old trees across the watershed.
- o Optimized timber growth potential of the timberland consistent with maintaining carbon additionality over the baseline.
- o Demonstrated GHG reduction achieved by the long-term management of the timberland utilizing measurable metrics to be analyzed in the PTEIR.

Comment [TB108]: 4598.8(1)-(5)

4. Describe the growth and inventory methodology for analysis of timberland conditions and capabilities relative to carbon sequestration and fire resilience:

Comment [TB109]: 4598.8(a)(5) and (e) and 4598.9 (f)

5. Explain how project data will be reported, including form and content, following land management activities to detail GHG reduction achieved by the PTHPs:

Comment [TB110]: 4598.9(g)

6. Briefly explain past land use practices and how they have impacted the current carbon baseline conditions on the ownership:

~~7. What assurances can you give that PTEIR development will be successful, with regard to being used and meeting the Program goals of GHG reduction and improvement of long-term forest management:~~

~~8. Describe the anticipated costs of PTEIR development and explain the accounting procedures for tracking PTEIR development costs and grant funds:~~

Comment [MR111]: Deletion proposed due to redundancy.

~~9.7. Identify Project phases and provide timelines for implementing the proposed Project and methods of measuring success and accomplishments:~~

~~10.8. Provide any other information deemed necessary to facilitate an accurate evaluation of the proposed PTEIR:~~

Comment [MR112]: Proposed deletion, unnecessary.

11.9. Provide maps of the proposed PTEIR area depicting property boundaries, planning watersheds, roads, watercourses, topography, site class and any significant land mark features.

APPENDIX C

STATE OF CALIFORNIA DEPARTMENT OF FORESTRY & FIRE PROTECTION (CAL FIRE)

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 PTEIRs for Carbon Sequestration and Fuel Reduction.*
 - b. The submitted PTEIR-Project Application-Attachment A, Project Scope of Work-Attachment B and Project Budget Detail-Attachment C.

II. SPECIAL PROVISIONS

1. Recipients of GRANT FUNDS pursuant to Public Resources Code (Section 4598.6) shall abide by provisions provided in this agreement, including the provision that 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 Project Concept Proposal, Project Application and Project detailed Budget Detail, specifications, and project description. Approval by the State of such plans and specifications items, 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) relating to California's natural environment and produced with the use of public funds shall be available for public use.
4. Grants provided must be for the purpose of preparing a PTEIRs for projects that demonstrates a potential to increase carbon sequestration, decrease atmospheric carbon dioxide levels, and reduce the potential for large wildland fires.
5. Grant funds provided to eligible landownersgrantees must not exceed the direct costs to the eligible landownersgrantees of preparing the PTEIRs.
6. The department shall pay the costs of preparing the PTEIRs, or provide grant funds to eligible landownersgrantees, from funds appropriated to the department from the Greenhouse Gas Reduction Fund, pursuant to Section 39718 of the Health and Safety Code.

III. GENERAL PROVISIONS

1. Definitions

- a. The term "Grant Agreement" is a legally binding agreement between the State and another entity wherein the entity agrees to complete a project and in return the Director agrees to grant funding for the project and is assigned a unique 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 identified as Attachment B.
- c. The term "Project Budget Detail" as used herein defines the proposed detailed budget plan identified as Attachment C.
- 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 of 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 work or other activity described in the "Project Scope of Work" and detailed as Program Timberland Environmental Impact Report to be accomplished utilizing grant funds and match (if applicable).
- h. The term "State" means the State of California, Department of Forestry and Fire Protection, also known as CAL FIRE.

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 32 in consideration of and on the 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 [PRC §§ 4598-4598.9 \(this Program\)](#), [14 CCR §§ 1580 et seq.\(this Program\)](#), [14 CCR §§ 1092-1092.32 \(PTEIR\)](#), [PRC §§ 21000-21177\(CEQA\)](#) and [14 CCR §§ 15000-15387\(CEQA\)](#) 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.
- e. Grant funds will be made available in advance of CEQA compliance for PTEIR project activities that do not have the potential to cause a direct environmental impact (e.g., project planning, [contacting and signing up landowners](#), locating and marking property or project boundaries, ~~contacting and signing up landowners, mapping, inventory, surveys, 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 ~~P~~program compliance and ~~if that~~ 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. ~~per Attachment B and the Application identified as Attachment A.~~
- i. Changes in Project Scope of Work must continue to meet the need cited in the original [Project A](#) 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 ~~G~~grantee, and the agents and employees of Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers, or employees or agents of the State.
- k. Work [obligated to be](#) completed under the requirements of the California Forest Practice Rules. ~~(Title 14, California Code of Regulations Chapters 4, 4.5, and 10),~~ and the

Comment [TB113]: Signatures will be captured on the cover page and become part of the Grant Agreement.

Z'Berg-Nejedly Forest Practices Act, Division 4, Chapter 8 of the Public Resources Code), is not eligible for funding under this Agreement.

3. Project Costs and Payment Documentation

The Grant Funds to be provided to Grantee under this Agreement shall will be disbursed for eligible costs as follows, but shall not to exceed, in any event, the amount set forth on Section I. RECITALS, Paragraph 23 of this Agreement.

- a. 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.
- b. 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 Project Budget Detail, which is attached hereto and made a part of this Agreement.
- c. 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); 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 PTEIR Carbon Sequestration and Fuel Reduction.
- d. 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 Grant Performance Period of this Agreement.
- e. Except as otherwise provided herein, the Grantee shall expend Grant Funds in the manner described in the Project Budget Detail approved by the State. The dollar amount of an item in the Project Budget Detail may be increased or decreased by up to ten percent (10%) of the Budget Item through reallocation of funds from another item or items, without approval by the State; however, 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.
- f. Grantee shall promptly submit records at intervals and in such form as the 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

Comment [TB114]: Where are rates? Not necessary now that the Project Budget Detail is referenced instead.

Comment [TB115]: The Grant Performance Period, the Grant Number and Project Name are captured on the cover page and become part of the Grant Agreement.

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

- g. Final invoice for payment must be presented upon completion of Agreement and no later than 30 days after the termination of the Agreement.
- h. Advance Payment: Notwithstanding any of the provisions stated within this Agreement, 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 these provisions below.

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:

- Modest reserves and potential cash flow problems 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 and must be spent on eligible costs within six months of the advance payment request.
- 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 fully liquidated via an invoice and supporting documentation and completed to the State's satisfaction before another advance payment will be made.
- The balance of unspent advance payment funds not liquidated within the six month spending period will be billed for the return of advance funds to the State. The amount will be returned to the grant balance.

Comment [TB116]: replace

- Any advance payment received by a grantee and not used for project eligible costs 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 reported as Program Income used toward offsetting the project cost or returned to the State.

4. Budget Contingency Clause

- 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

- 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.
- Grantee agrees to use any Grant Funds reimbursed by the State under the terms of this Agreement solely for the Project herein described.
- Grantee shall submit all documentation for Project completion and final reimbursement within 30 days of Project completion.
- 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 sixty (60) days before the effective date of the amendment.
- 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

- 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.
- Grantee and State agree that during regular office hours each of the parties hereto and their duly authorized representative(s) 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 the 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 (3) 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 indemnify (see Government Code Section 895.2) and contribution (see Government Code Section 895.6) as set forth in Government Code Section 895.4.

b. 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.

b-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 or 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~~ documents listed in Section I., RECITALS, paragraph 3 and any subsequent changes or additions to them, 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.

Comment [TB117]: Grant Agreement is being reworked and it will be general enough to be applicable to all Programs. So, it is pointless to work on it further, therefore nothing was done to it in this revision.

APPENDIX D

Attachment C

Project Budget Detail (template)

Comment [TB118]: From KC: Consider providing this as a downloadable excel file.

PHASE 1: PLANNING/IS-NOP					PHASE 2: DRAFT 1 PTEIR					PHASE 3: DRAFT 2 PTEIR					PHASE 4: FINAL PTEIR					TOTAL	
Budget Item	Description	Cost Basis	CAL FIRE Grant Share	Total	Budget Item	Description	Cost Basis	CAL FIRE Grant Share	Total	Budget Item	Description	Cost Basis	CAL FIRE Grant Share	Total	Budget Item	Description	Cost Basis	CAL FIRE Grant Share	Total		
A. Salaries and Wages					A. Salaries and Wages					A. Salaries and Wages					A. Salaries and Wages						
	Project Lead	125 hours x \$30/hour	3,750.00	3,750.00		Project Lead	125 hours x \$30/hour	3,750.00	3,750.00		Project Lead	125 hours x \$30/hour	3,750.00	3,750.00		Project Lead	125 hours x \$30/hour	3,750.00	3,750.00		
	Admin. Staff	1 staff x 75 hrs x \$20/hr	1,275.00	1,275.00		Admin. Staff	1 staff x 75 hrs x \$20/hr	1,275.00	1,275.00		Admin. Staff	1 staff x 75 hrs x \$20/hr	1,275.00	1,275.00		Admin. Staff	1 staff x 75 hrs x \$20/hr	1,275.00	1,275.00		
B. Employee Benefits					B. Employee Benefits					B. Employee Benefits					B. Employee Benefits						
	Project Lead	125 hours x \$10.16/hour	1,270.00	1,270.00		Project Lead	125 hours x \$10.16/hour	1,270.00	1,270.00		Project Lead	125 hours x \$10.16/hour	1,270.00	1,270.00		Project Lead	125 hours x \$10.16/hour	1,270.00	1,270.00		
	Admin. Staff	1 staff x 75 hrs x \$9.92/hr	473.25	473.25		Admin. Staff	1 staff x 75 hrs x \$9.92/hr	473.25	473.25		Admin. Staff	1 staff x 75 hrs x \$9.92/hr	473.25	473.25		Admin. Staff	1 staff x 75 hrs x \$9.92/hr	473.25	473.25		
C. Contractual					C. Contractual					C. Contractual					C. Contractual						
	Planning		12,000.00	12,000.00		Phase 2: Draft PTEIR		40,000.00	40,000.00		Phase 3: Draft PTEIR		40,000.00	40,000.00		Phase 4: Final PTEIR		40,000.00	40,000.00		
	Phase 1-IS/NOP		20,000.00	20,000.00		RP Supervisor Certification		5,000.00	5,000.00		RP Supervisor Certification		5,000.00	5,000.00		RP Supervisor Certification		5,000.00	5,000.00		
	OHG Calculation/Verification		15,000.00	15,000.00																	
	RP Supervisor/ Certification		5,000.00	5,000.00																	
D. Travel					D. Travel					D. Travel					D. Travel						
	Mileage	500 miles x \$0.36/mile	280.00	280.00		Mileage	500 miles x \$0.36/mile	280.00	280.00		Mileage	200 miles x \$0.70/mile	140.00	140.00		Mileage	200 miles x \$0.70/mile	140.00	140.00		
E. Supplies					E. Supplies					E. Supplies					E. Supplies						
	Office		500.00	500.00		Office		500.00	500.00		Office		500.00	500.00		Office		500.00	500.00		
G. Other					G. Other					G. Other					G. Other						
	Environmental Filing Fees		5,500.00	5,500.00												Postage		25.00	25.00		
	Postage		25.00	25.00																	
TOTAL DIRECT COSTS					TOTAL DIRECT COSTS					TOTAL DIRECT COSTS					TOTAL DIRECT COSTS					222,463.00	
TOTAL PROJECT COSTS					TOTAL PROJECT COSTS					TOTAL PROJECT COSTS					TOTAL PROJECT COSTS					222,463.00	
LESS Program Income					LESS Program Income					LESS Program Income					LESS Program Income						
TOTAL PROJECT COSTS					TOTAL PROJECT COSTS					TOTAL PROJECT COSTS					TOTAL PROJECT COSTS					222,463.00	

Important Note: Submission of invoices should correspond to the completion of a phase. Invoices shall only be paid upon receipt of the product associated with completion of the phase for which the invoice was submitted.

Attachment C

Project Budget Detail Instructions

The format as specified in Attachment C shall be used by Grantees when developing Project budgets. Attachment C must show the total amount funded, matching funds (if applicable), and the total project cost. Matching funds are not a prerequisite; however, they may influence the decision to approve a project during periods when funding is limited. A budget ~~adjustment or~~ amendment will be required to redirect dollars from one line item to another or from one task to another, unless it constitutes a modification, after execution of the Grant Agreement. The ~~adjustment~~ amendment should include information regarding all line items and task changes that are affected. See Eligible Costs for guidance, including definitions for budget items, in the section entitled, "Project Application and Project Administration".

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 GRANT 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 Grant 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., 2002/2003)**.

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 Grant 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.

Signature

SEAL OR NOTARY CERTIFICATON

Comment [TB119]: Toby: Should this be changed to include corporation, LLP, LLC or any fictitious business entity and adding language the language you suggested "or other proof of the capacity of the signatory to bind the entity to the terms of the Grant Agreement"

Does executing the Grant Agreement include signing invoices?

APPENDIX F

Payee Data Record

State of California Standard Form 204

Comment [TB120]: From KC: Provide the PDF online for download as well.

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

<p>1 Requirement to Complete Payee data Record, STD. 204 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>
<p>2 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>
<p>3 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>
<p>4 Are you a California resident or nonresident? 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>
<p>5 Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>
<p>6 This section must be completed by the State agency requesting the STD. 204.</p>
<p>PRIVACY STATEMENT 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. 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. 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. All questions should be referred to the requesting State agency listed on the bottom front of this form.</p>

APPENDIX G

Invoice Guidelines and Sample Invoice

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 Sacramento 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 Project Budget Detail 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. Certification and signature of authorized representative - Please see sample invoice for certification language.

Comment [TB121]: Introduce that invoices should be submitted congruent with the completion of phases. Submission of invoices should correspond to the completion of a phase. Invoices shall only be paid upon receipt of the product associated with completion of the phase for which the invoice was submitted.

Grantee Name
 Street Address
 Street Address2
 City, ST ZIP Code

INVOICE

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

Comment [TB122]: From KC: Provide this online for download as well.

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 #

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