

**Signature Page
State of California, Sierra Nevada Conservancy – GRANT AGREEMENT**

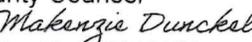
GRANTEE NAME:	County of Tulare	
PROJECT TITLE:	(RFFCP2022) WIP Capacity Subgrant - Tulare County	
AUTHORITY:	Division 23.3 of the Public Resources Code	
PROGRAM:	Regional Forest and Fire Capacity Program	
AGREEMENT NUMBER:	1717-RFFCP	
AWARD DATE:	Upon Execution	
GRANT SUMMARY:		
Under the terms and conditions of this Grant Agreement, the Grantee shall complete the Project described in Exhibit A. The Sierra Nevada Conservancy grants to the Grantee up to the total Grant amount specified below for eligible costs of the Project.		
KEY DEADLINES:		
<u>Project Implementation Completion Date:</u> The Grantee shall complete the Project by May 31, 2027.		
<u>Payment Request for Final Expenditures, Final Report, and Deliverables:</u> The Grantee shall, unless otherwise authorized by the SNC, submit a Payment Request for Final Expenditures, and all other final reports, documentation, and deliverables required by the "Project Completion" section of this Agreement, by July 31, 2027.		
<u>Agreement Expiration:</u> This Agreement expires on October 31, 2027.		
PROJECT CONTACTS:		
Jennifer Hughes is the Sierra Nevada Conservancy's designated Project Lead for this Grant. The Grantee's Authorized Representative is Larry Micari.		
Total State Grant not to exceed	\$466,103	(or eligible costs, whichever is less)

All terms and conditions are set forth in the attached Grant Agreement, which is hereby executed as follows.	
GRANTEE COUNTY OF TULARE	STATE OF CALIFORNIA SIERRA NEVADA CONSERVANCY
By (Signature): 	By (Signature): 
Name (Print): Larry Micari Title: Chair of the Board of Supervisors	Name (Print): Angela Avery Title: Executive officer
Date: 7/30/2024	Date: 8/1/2024
Organization Address: Tulare County Resource Management Agency 5961 S. Mooney Blvd. Visalia, CA 93277	Organization Address: 11521 Blocker Drive Suite 205 Auburn, CA 95603

ATTEST: JASON T. BRITT
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By: 
Deputy Clerk



Approved as to Form
County Counsel
By: 
Matter No. 20241198

GRANT AGREEMENT
State of California – Sierra Nevada Conservancy

Grantee Name: County of Tulare

Project Title: (RFFCP2022) WIP Capacity Subgrant - Tulare County

Agreement Number: 1717-RFFCP

Authority: Division 23.3 of the Public Resources Code

Program: Regional Forest and Fire Capacity Program

SCOPE OF AGREEMENT

Pursuant to Division 23.3 of the California Public Resources Code, the Sierra Nevada Conservancy hereby grants to the **County of Tulare** (“Grantee”) a sum not to exceed **four hundred sixty-six thousand one hundred three dollars (\$466,103)** subject to the terms and conditions of this Grant Agreement. Grantee shall use these funds to implement the Project identified in Exhibit A to this Agreement (Exhibit A), which is incorporated herein by reference and attached hereto. Exhibit A sets forth: (1) Project Scope and Activities, (2) Activities Chart, (3) Project Tasks and Timeline, (4) Project Budget, (5) Project Deliverables, and (6) Project Reporting Requirements.

Grantee shall implement this project consistent with the provisions of the Department of Conservation 2022 Regional Forest and Fire Capacity Program Guidelines (hereafter “Exhibit B”), which are incorporated herein by reference and attached hereto.

TERMS AND CONDITIONS OF GRANT

General Provisions

A. Definitions

1. “Agreement” means this Grant Agreement and all exhibits incorporated in this Agreement by reference.
2. “Deliverables” means the items specified in Exhibit A, Project Deliverables.
3. “Department” means the California Department of Conservation.
4. “Effective Date” means the effective date of this Agreement, which is the date that this Agreement is signed by the Executive Officer, or designee, of the SNC.

5. "Grant Funds" mean the money provided by the Sierra Nevada Conservancy to the Grantee under this Agreement.
6. "Grant Guidelines" means the 2022 Regional Forest and Fire Capacity Program Grant Guidelines, Exhibit B.
7. "Grantee" means the entity identified as the Grantee on page 1 of this Agreement.
8. "Project" means the Project described in Exhibit A, including but not limited to, Project implementation, management, and administration.
9. "Project Budget" means the Grantee's approved expenses for completion of the Project, including but not limited to Project implementation, management, and administration, as described in Exhibit A, Project Budget.
10. "Project Implementation Completion Date" means the date by which all project implementation work must be complete, as specified under Key Deadlines on page 1 of this Agreement. Please note that this may be a later date than the anticipated Project completion set forth in Exhibit A.
11. "Project Tasks and Timeline" means the Grantee's intended schedule for completing the Project as set forth in Exhibit A, Project Tasks and Timeline.
12. "SNC" means the Sierra Nevada Conservancy, an agency of the State of California.
13. "State" means the State of California.

B. Term of Agreement

1. This Agreement runs from the Effective Date through the Agreement Expiration date as identified under Key Deadlines on page 1 of this Agreement, unless terminated or amended as provided in this Agreement.

C. Project Implementation, Management, and Administration

1. Grantee shall complete the Project in accordance with the Project Scope and Activities, Project Tasks and Timeline, and Project Budget set forth in Exhibit A, by the Project Completion Date.
2. Grantee shall submit all Deliverables and reports specified in Exhibit A in accordance with the deadlines set forth in Exhibit A. SNC may either delay disbursement of or withhold Grant Funds if Grantee fails to submit required deliverables or reports by the deadlines specified in Exhibit A. Progress reports must be submitted using the Progress Report template, which is available from the SNC Project Lead. Final reports must use the Final Report template, which is available from the SNC Project Lead.

3. Grantee shall furnish any and all additional funds that may be necessary to complete the Project.
4. Work done under this Agreement may be subject to the prevailing wage and other related requirements of the California Labor Code, Division 2, Part 7, Chapter 1, sections 1720-1861. If required by law to do so, Grantee shall pay prevailing wage to all persons employed in the performance of any part of the Project and otherwise comply with all associated requirements and obligations. Grantee shall review applicable statutory provisions and the regulations adopted under the provisions, and the information available on the Department of Industrial Relations web site: <http://www.dir.ca.gov/public-works/publicworks.html> to determine its responsibilities.
5. Grantee shall comply with the California Environmental Quality Act (CEQA) (Public Resources Code, Section 21000, et seq. and Title 14, Division 6, Chapter 3 of the California Code of Regulations, Section 15000 et seq.) and all other local, State, and federal environmental laws. A copy of certified CEQA documents must be provided to SNC before implementing any activities that could directly impact the environment.

D. Publicity and Acknowledgment

1. Grantee agrees that it will acknowledge the Department of Conservation's support whenever activities or projects funded, in whole or in part, by this Grant Agreement are publicized in any news media, brochures, articles, seminars, websites, or other type of promotional material. Grantee shall also include in any publication resulting from work performed under this Agreement an acknowledgment substantially as follows:
"The work upon which this publication is based was funded in whole or in part through a grant awarded by the California Department of Conservation."
2. Media: All press releases must be approved by SNC prior to distribution, and SNC must be alerted and invited to participate in all press conferences related to the grant.
3. Social Media: Grantee is encouraged to use social media to inform and share with the public activities under this Grant Agreement. Furthermore, the Department should be tagged on all posts related to activities under this Grant Agreement.
4. Where feasible, all publicity, websites, announcements, press releases (after approval from SNC), social media posts, and publications, shall also reference or tag on all posts, SNC as the source of the Grant Funds.
5. Publicity and Confidentiality: As stated in the Grant Guidelines, attached as Exhibit B and incorporated as fully set forth herein, details, documents, and any other materials related to this Project, such as applications, Grant

Agreement, reports, expenditures, photos, Deliverables, etc., are public records that may be publicly released in accordance with the California Public Records Act (Gov. Code, section 7920.000, et seq.)

E. Use and Format of Deliverables

1. All material, data, information, and written, graphic or other work produced, developed, or acquired with Grant Funds, as set forth in Exhibit A, Project Deliverables is subject to the unqualified and unconditional right of SNC to use, reproduce, publish, display, and make derivative use of all such work, or any part of it, free of charge and in any manner and for any purpose; and to authorize others to do so. If any of the work is subject to copyright, trademark, service mark, or patent, SNC is hereby granted and shall have a perpetual, royalty-free, nonexclusive and irrevocable license to use, reproduce, publish, use in the creation of derivative works, and display and perform the work, or any part of it, and to grant to any third party a comparable and coextensive sublicense. Grantee shall include in any contract with a third party for work under this Agreement terms that preserve the rights, interests, and obligations created by this section, and that identify SNC as a third-party beneficiary of those provisions. Grantee shall not utilize the work produced under this Agreement for any profit-making venture, or sell or grant rights to a third party for that purpose.
2. Grantee shall submit all electronic data collected and created under this Agreement to SNC. A condition of final payment under this Agreement includes delivery of all related data in the format requested. SNC reserves the right to conduct technical review of interim or final Project Deliverables prior to making reimbursement or final payments.
3. Grantee shall submit all data required by this Agreement in one or more of the following formats, as applicable:
 - a) Tabular data: Excel spreadsheets, Access Databases, or Comma, Space, Value (CSV) are acceptable for all tabular data that does not include spatial references associated with a latitude/longitude, mapped boundary, or imagery/raster/data used in remote sensing.
 - b) Spatial data: Accepted GIS file formats are zipped shapefiles (.shp) or file geodatabases (.gdb) with the projected coordinate system NAD 1983 California (Teale) Albers (Meters) (ESPG: 3310). Each project geometry type must be a polygon (single or multipart feature) with the below attributes:
 - SNCGrant (Integer) — the SNC grant number.
 - OrgName (Text) — the name of the Grantee organization.
 - ProjName (Text) — the project name as it appears on the grant agreement.

- c) Grantee acknowledges that SNC may enter data into BIOS or other public tracking systems, where applicable

F. Adjustment of Funds Among Budget Items

1. Except as otherwise provided herein, the Grantee shall expend Grant Funds in accordance with the Project Budget as described in Exhibit A. Grantee may exceed the total dollars of a category in the Project Budget by up to 10 percent provided that: 1) there is a corresponding decrease of funds in another category, 2) Grantee informs SNC of the categories to be increased and decreased, 3) Grantee reflects the adjusted amounts in all subsequent requests for disbursement and in reports required by Exhibit A, 4) the overall budget remains unchanged, and 5) the adjustment does not adversely affect Project completion. Any cumulative increase in a category or transfer between categories of more than 10 percent from the original budget in the amount of a category must be approved in advance in writing by SNC.
2. Funds may not be transferred to increase total dollars in the Administrative Costs indirect budget category; except that SNC may, in its sole discretion, permit an increase in the Administrative Costs indirect budget category. Any such discretionary increase must be approved in advance in writing by SNC.

G. Payment Process and Documentation

1. All costs to be covered and to be reimbursed by Grant Funds must be eligible costs, as specified in the Eligible Costs section of the Grant Guidelines. Further all costs must be reasonable as defined in the Grant Guidelines and must also be consistent with the Grant Guidelines attached as Exhibit B. SNC will reimburse Grantee only for actual expenses incurred during the term of this Grant Agreement, as specified in Section B of this Agreement. Indirect costs may account for no more than ten percent (10%) of direct project costs, unless otherwise stated in the Project Budget section of the Exhibit A.
2. SNC will disburse Grant Funds to Grantee for eligible costs of the Project incurred by Grantee to date on a reimbursement basis, less 10 percent, upon Grantee's submission of a Request for Payment and upon Grantee's satisfactory progress toward completion of the Project. SNC will disburse the cumulative 10 percent retention as provided in the Project Completion section of this Agreement. SNC may, in its sole discretion, waive the 10 percent retention.
3. Eligible costs of the Project are limited to actual expenses necessary to the Project, when documented by appropriate receipts. Costs incurred outside of the Grant Agreement term are not eligible for reimbursement.

4. Hourly rates billed to SNC and specified in the Project Budget shall be equal to the actual compensation paid by Grantee to employees, which may include employee benefits.
5. Travel expenses directly related to the performance of this Grant Agreement will be subject to the State of California travel reimbursement rates in effect during the term of this Grant Agreement.
 - a) Accommodation-related travel costs: maximum reimbursement rates based on county as shown here:
<https://hrmanual.calhr.ca.gov/Home/ManualItem/1/2203>, with no option for approval of an “excess lodging rate.”
 - b) Mileage for travel directly related to execution of the scope of work will be reimbursed at the Reimbursement Rate Per Mile for Personal Vehicle as shown here:
<https://hrmanual.calhr.ca.gov/Home/ManualItem/1/2202>.
6. Travel costs must meet the requirements outlined in the Travel Costs section of the Grant Guidelines. SNC will only reimburse actual expenditures incurred for in-state travel, as specified in the Grant Guidelines. Grantee shall ensure travel costs are tied to tasks and deliverables in Exhibit A. Grantee shall maintain, and submit upon request, detailed travel records and supporting documents (e.g., travel request and approval forms, expense claims, invoices, receipts for lodging and transportation) showing the date and purpose of the grant-related travel, destination, and, in the case of travel by automobile, the number of miles driven. Grantee and any person traveling pursuant to this Grant Agreement shall indemnify and hold harmless the Department, the State of California, and SNC for any liabilities resulting from such travel.
7. Ineligible costs under this Grant include, but are not limited to:
 - a) Costs that are not related to the Regional Forest and Fire Capacity Program.
 - b) Costs that occur outside of the Grant Agreement term.
 - c) Meals, incidentals, tips, per diems, or refreshments for meetings or travel, except as specified in the Grant Guidelines (attached as Exhibit B) as follows: Food and refreshments that are determined to be an integral part of an event. Examples of activities where it would be appropriate to approve food purchase would include a design charrette held in the evening, where the meal is consumed as part of the event and replaces a meal otherwise missed by attending the event.

- d) Incentive/participation gifts or payments.
 - e) Out-of-state travel and activities.
 - f) Legal costs and attorney's fees associated with making or defending legal claims.
 - g) Activities performed and equipment or vehicles purchases that are not identified in the budget/work plan or approved by the Department prior to purchase, or without prior approval from the SNC Project Lead; and
 - h) The following costs associated with community engagement and outreach:
 - i) Direct cash benefits or subsidies to participants, such as cash subsidies to secure private transportation services
 - ii) Alcoholic refreshments
 - iii) Participant incentives, such as door prizes, which are unrelated to specific community work products.
 - iv) General meetings that do not specifically discuss or advance RFFC Program activities and objectives.
8. If the funds are used to purchase equipment that costs \$5,000 or more, each such piece of equipment is equipment acquired with Grant Funds. The SNC Project Lead must approve all equipment purchases before the purchase is made.
- a) The Grantee, as applicable and with concurrence of SNC, must be the sole owner on title for any equipment purchased with funds that are reimbursable as a direct cost of the Project, as determined by SNC.
 - b) During the Project, equipment must be dedicated to the described use in the same proportion and scope as in this Grant Agreement, unless SNC authorizes otherwise.
 - c) On termination of the Grant Agreement, SNC will either require that the equipment be returned or authorize the continued use of such equipment at the Project area. In making that determination, SNC will consider the useful life of the equipment, and the Grantee may be required to refund SNC for the fair market value of equipment that continues to have a usable life, but is no longer required for Project implementation.
 - d) For any vehicles that were approved as equipment purchases, the vehicles acquired – including cars, trucks, vans – must be maintained

in a state of good repair and dedicated to the described use during the grant term and to public use for their full useful life.

- e) Grantee must maintain an inventory record for each piece of non-expendable equipment purchased or built with Grant Funds provided under the terms of a Grant Agreement. Grantee must submit an inventory of all equipment acquired with Grant Funds at the end of the Project Implementation Completion Period with the Final Report
 - f) If Grantee determines that it no longer has need for equipment acquired with Grant Funds before the end of the equipment's useful life, the Grantee shall donate the equipment acquired with Grant Funds to a public entity or nonprofit organization that will use the equipment acquired with Grant Funds for wildfire-related purposes.
9. Grantee shall submit all requests for payments using a completed Request for Payment worksheet, which is available from the SNC Project Lead.
10. The Request for Payment worksheet must be accompanied by: a) an itemized list of all expenditures according to the categories specified in the Project Budget, and b) supporting documentation that clearly identifies the expenditure(s) in relation to the categories specified in the Project Budget. Requests for Payment may not be submitted more often than monthly.
11. Any Request for Payment that is submitted without the required itemization and documentation will not be authorized for payment. If the payment request package is incomplete, inadequate, or inaccurate, SNC will dispute the invoice for reasonable cause and hold all or a portion of the payment request until all required information is received or corrected. Any penalties imposed on the Grantee by a contractor, or other consequence because of delays in payment or other breach of the Agreement between the Grantee and the contractor, are the responsibility of the Grantee and are not reimbursable under this Agreement.
12. SNC is not obligated to pay for any costs incurred by Grantee prior to the Effective Date of this Agreement.
13. SNC is not obligated to pay any Request for Payment unless the Grantee is in compliance with all deadlines for submission of status reports required by Exhibit A.
14. At any time, SNC may request hard copies of invoices, reports, supporting documentation, and evidence of progress.

H. Advances of Grant Funds

1. If SNC determines, in its sole discretion, that compelling need warrants payment of Grant Funds in advance, and Grantee has provided sufficient justification, SNC may pay Grantee advance payments of Grant Funds.
 - a) SNC will not authorize an advance to a State agency or a joint powers authority created by an agreement to which the State is a party.
 - b) If Grantee is a nonprofit 501(c)(3) corporation, prior to any advance payment, the Grantee is required to submit documentation demonstrating that it is good standing as an organization exempt from taxation under Section 501(c)(3).
2. Except as provided in Section 2.a. below, no advance payment will exceed an amount equal to 20 percent of the total Grant Funds awarded by this Agreement. After the first advance, SNC will not provide a subsequent advance unless Grantee can demonstrate that it has expended or will soon expend the entire amount of the prior advance(s) and is in compliance with all requirements of this Agreement.
 - a) SNC may, in its sole discretion, approve an advance exceeding 20 percent of the total grant funds awarded by this agreement. Grantee must provide sufficient justification and documentation of need for a larger advance.
3. SNC will only consider a request for advance funds that is submitted on a completed Advance Payment Request worksheet, available from the SNC Project Lead, with supporting documentation.
4. If Grantee pays subcontractors or any other subrecipient entities with SNC advanced funds, Grantee shall require that subcontractors and/or subrecipient entities comply with state statutes, regulations, requirements, and the terms and conditions of the SNC grant agreement. Regardless of any transfer or assignment of advance payments to subrecipients, Grantee shall be liable to the state agency for any failures by subrecipients to ensure the award is used in accordance with state statutes, regulations, requirements, and the terms and conditions of the state award.
5. Grantee shall deposit advanced Grant Funds into a separate and federally-insured interest-bearing account of the Grantee that provides the ability to track interest earned and withdrawals. Grantee shall use all advanced Grant Funds and all interest earned on the Grant Funds solely for the Project. It is the sole responsibility of the Grantee to track and record any interest which will be deemed Grant Funds. Unless spent on approved costs, the grant amount will be reduced by the amount of the interest earned. Unused advances will be returned to SNC within 30 days of completion of the Project or termination of the Agreement.

6. To document expenditure of advanced Grant Funds, Grantee shall, no later than 90 days after each withdrawal of advanced funds and each subsequent 90 days, submit to SNC a completed Advance Expenditure Report worksheet for the amount withdrawn, containing all supporting information required by Section G.10., the Payment Process and Documentation Section of this Agreement.
7. SNC will use the following process for purposes of providing a 10 percent retention for advanced funds. SNC will only advance up to 90 percent of the total SNC Grant Funds awarded. After providing the 90 percent of Grant Funds available to advance, SNC will not disburse any additional Grant Funds until Grantee has completed the Project and complied with Section I. Project Completion. SNC may, in its sole discretion, waive the 10 percent retention.
8. Within 30 days after completion of the Project or the Payment Request for Final Expenditures, Final Report, and Deliverables Date, whichever is sooner, Grantee shall return to SNC any advanced Grant Funds plus any interest earned that has not been expended.

I. Project Completion

1. Within 60 days of the completion of the Project, or by the deadline specified on the signature page for submittal of the Payment Request for Final Expenditures, whichever is sooner, Grantee shall submit all of the following:
 - a) All Deliverables as specified in Exhibit A.
 - b) A Request for Payment for final expenditures, including those for Project implementation, management, and administration, with all required supporting documentation.
 - c) A Progress Report addressing the duration of time since the last submitted Progress Report (up to 3 months).
 - d) A Final Report including reporting on performance measures.
 - e) An Equipment Closeout worksheet, if applicable. All equipment purchased using Grant Funds will be identified as part of the project closeout process, and SNC will make a determination on the disposition of the purchased equipment.
 - f) Any other documentation or submittals required by Exhibit A.
 - g) Photographs documenting completion of the Project, if applicable.

2. Following the receipt of the items specified in paragraph 1., above, SNC staff, in coordination with the Grantee, may conduct a site visit to ascertain compliance with this Agreement.
3. Following receipt of the items specified in paragraph 1., above and completion of any site visit mentioned in paragraph 2., above, SNC will reconcile the Project's financial reporting and prepare a Retention Request and Project Closeout Request (Project Closeout Confirmation). The Project Closeout Confirmation must be reviewed and signed by the Grantee and returned by the date indicated by SNC staff in order to receive any retained funds. Release of retained Grant Funds is contingent upon SNC's determination that Grantee has satisfactorily completed the Project.
4. SNC shall return the approved Project Closeout Confirmation to the Grantee and the Project shall be deemed completed as of the date SNC signed the Project Closeout Confirmation.

J. Agreement Termination/Failure to Perform

1. Prior to the completion of the Project, SNC may suspend or terminate this Agreement by providing Grantee with seven (7) days advance written notice.
2. If SNC suspends or terminates this Agreement prior to the Project Implementation Completion Date, Grantee shall immediately stop all work and take all reasonable measures to prevent further costs to the SNC hereunder. SNC shall be responsible for any reasonable and non-cancelable obligations incurred by the Grantee under this Agreement prior to the date of the notice to suspend or terminate, but only up to the undisbursed balance of the Grant Funds.
3. If Grantee fails to complete the Project in accordance with the terms of this Agreement, Grantee shall be liable for immediate repayment to the SNC of all amounts disbursed by the SNC under this Agreement, plus accrued interest. Interest shall be calculated at the rate(s) earned by the State's Pooled Money Investment Account from the date of disbursement to the date of repayment, compounded monthly. The SNC may, in its sole discretion, consider extenuating circumstances and may waive Grantee's obligation to repay, in whole or in part. This paragraph shall not be deemed to limit any other remedies the SNC may have for Grantee's failure to complete the Project in accordance with the terms of this Agreement.

K. Records Retention

1. The Grantee shall keep separate and complete financial records relating to this Agreement, including evidence sufficient to reflect the receipt, deposit, and disbursement of all funds related to the Project.

2. Grantee shall establish an official file containing adequate documentation of all actions taken with respect to the Project, including copies of the Grant Agreement, changes, amendments, letters, email correspondence, financial records, and required reports for a minimum of four (4) years following the final payment of funds or until completion of any action and resolution of all issues which may arise as a result of an audit, whichever is later.
3. Grantee shall adequately protect all records, physical and electronic, from loss, damage, or destruction during the four (4) year retention period.
4. Grantee shall use applicable Generally Accepted Accounting Principles published by the American Institute of Certified Public Accountants.

L. Audit Requirements

1. Grant funded projects are subject to audit by the State of California during the Grant term and for up to four years following the termination of the Grant Agreement. Grantee agrees that SNC, Department of Conservation, Department of Finance, Bureau of State Audits, or their designated representative shall have the right to review, obtain, and to copy any and all records and supporting documentation pertaining to the performance of this Grant Agreement. The audit may consist of examining and auditing pertinent books, documents, papers, and records including financial transactions and supporting documents, general accounting systems, internal controls, management practices, policies, and procedures pertaining to the performance of this Grant Agreement.
2. At any time, SNC, Department of Conservation, Department of Finance, Bureau of State Audits, or their designated representative may request to review Grantee's records to ensure proper Grant management. Grantee shall be given advance notice when the Grant-funded Project is selected for an audit or review by SNC, Department of Conservation, Department of Finance, Bureau of State Audits, or their designated representative. Grantee agrees to allow the auditor(s) access to such records during normal business hours, excluding State of California holidays, and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of SNC or Department of Conservation to audit records and interview staff and inspect and copy books, records, accounts, and other material that might be relevant to a matter under investigation, for the purpose of determining compliance with this Agreement and any applicable laws and regulations related to performance of this Grant Agreement in accordance with Government Code section 8546.7. Grantee shall comply with the above and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code section 10115.10.

3. At any time, the SNC may disallow all or part of the cost of any activity or action which it determines to be out of compliance with the terms and conditions of this Agreement.
4. This Agreement, the Project, and records required to be retained by this Agreement are subject to examination and audit by the State of California, including but not limited to the Secretary of the Natural Resources Agency, the Department of Finance, and the State Auditor during the records retention period specified in Section K Records Retention, above.

M. Assignment

1. Except as expressly provided by written agreement between the SNC and the Grantee, this Agreement is not assignable by the Grantee either in whole or in part.

N. No Agency Agreement

1. In entering into and carrying out this Agreement, the Grantee, its officers, directors, employees, agents, and representatives, is each acting in an independent capacity and not as a partner, member, director, officer, agent, employee, or representative of SNC or the State.

O. Liability

1. Grantee shall indemnify, protect and hold harmless SNC, the State, and their respective members, directors, officers, agents and employees (each an "Indemnified Party"), from and against any and all claims, demands, damages, liabilities, losses, costs (including attorneys' fees) and expenses (collectively, "Claims") arising out of, connected with or incident to this Agreement except that Grantee shall have no obligation to indemnify or hold harmless an Indemnified Party for Claims caused by the negligent or wrongful act of that Indemnified Party.
2. Grantee waives any and all rights to any type of express or implied indemnity or right of contribution from SNC, the Department of Conservation, and/or the State of California their officers, agents, or employees for any liability arising under Government Code Sections 895.2 and 895.6 in connection with this Agreement and/or from, growing out of, or in any way connected with this Grant Agreement.
3. Grantee waives any and all claims and recourses against SNC and the Department of Conservation, including the right to contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incident to this Grant Agreement, except claims arising

from the gross negligence of SNC or the Department of Conservation, its officers, agents, and employees.

4. Enforcement of the terms of this Agreement by SNC shall be at the discretion of SNC, and any forbearance by SNC to exercise its rights under this Agreement shall not be deemed or construed to be a waiver of such terms or of any subsequent failure to perform the same or any other term of this Agreement or of any of the rights of SNC under it.
5. None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing.

P. Disputes

1. Grantee shall continue with the responsibilities under this Grant Agreement during any dispute.

Q. Insurance Requirements

1. Grantee that is a governmental organization may provide evidence of self-insurance to satisfy this requirement.
2. If Grantee is not a governmental organization or is unable to provide evidence of self-insurance, then it shall obtain and keep in force for the term of this Agreement the following insurance policies that cover any acts or omissions of Grantee or its employees engaged in the provision of service specified in this Agreement:
 - a) Workers' Compensation Insurance in an amount of not less than \$1,000,000 in accordance with the statutory requirement of the State of California (California Labor Code § 3700 et seq.).
 - b) Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence for bodily injury and property damage combined.
 - c) Motor vehicle liability with limits not less than the amounts below for combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned or hired, and non-owned motor vehicles.
 - i) 7 or fewer passengers: \$1,000,000
 - ii) 8-15 passengers: \$1,500,000
 - iii) 16+ passengers: \$5,000,000
3. The State of California, its officers, agents, and employees are included as additional insured, but only with respect to work performed for the State of California under this Grant Agreement. The additional insured endorsement must accompany the certificate of insurance.

4. Grantee shall submit proof of insurance documents referencing this Grant Agreement number to the Department electronically within thirty (30) days of signing this Grant Agreement.
5. Grantee shall notify the Department in writing within five (5) working days of any cancellation, non-renewal, or material change that affects required insurance coverage. Grantee shall submit proof of new or updated policy based on insurance requirements within thirty (30) days of policy cancellation or substantial policy change.
6. Failure to provide proof of insurance may result in termination of this Grant Agreement.
7. Grantee is responsible for determining the appropriate level of insurance, if any, for its subcontractors and subgrantees.

R. Nondiscrimination

1. During the performance of this Grant Agreement, Grantee and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, color, ancestry, national origin, religion, creed, age (over 40), mental disability, physical disability, sex, gender (including pregnancy, childbirth, breastfeeding, or related medical conditions), sexual orientation, gender identity, gender expression, medical condition, genetic information, marital status, and military and veteran status. Grantee and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Grant Agreement by reference and made a part hereof as if set forth in full. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Grant Agreement.
2. Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Grant Agreement.
3. Consistent with Government Code Section 11135, Grantee shall ensure that no one, on the basis of race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, genetic information, or disability, is unlawfully denied full and equal access to the benefits of, or is unlawfully

subjected to discrimination under, the work funded by SNC under this Agreement.

4. Grantee and its contractors shall give written notice of their obligations under this non-discrimination clause to labor organizations with which they have a collective bargaining or other agreement and shall post in conspicuous places available to employees and applicants for employment, notice setting forth the provisions of this Section. Grantee shall also include the non-discrimination provisions of this Agreement in all contracts related to the Project.

S. Drug-Free Workplace Certification

1. In signing this Grant Agreement, Grantee certifies that it will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b) Establish a Drug-Free Awareness Program to inform employees about:
 - i) The dangers of drug abuse in the workplace.
 - ii) The person's or organization's policy of maintaining a drug-free workplace.
 - iii) Any available counseling, rehabilitation, and employee assistance programs.
 - iv) Penalties that may be imposed upon employees for drug abuse violations.
 - c) Every employee who works on this Grant Agreement will:
 - i) Receive a copy of the company's drug-free workplace policy statement.
 - ii) Agree to abide by the terms of the company's statement as a condition of employment on this Grant Agreement.
2. Failure to comply with these requirements may result in suspension of payments under this Grant Agreement or termination of this Grant Agreement or both, and Grantee may be ineligible for award of any future State of California agreements if Agency determines that any of the following has occurred: Grantee has made false certification, or violated the certification by failing to carry out the requirements as noted above (Gov. Code §8350 et seq.).

T. Americans with Disabilities Act

1. Grantee assures SNC that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well

as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.).

U. Certification of No Air or Water Pollution Violation

1. By signing this Agreement, Grantee shall not be and certifies that it is not: (1) in violation of any order or resolution not subject to review promulgated by the California Air Resources Board or an air pollution control district; (2) subject to a cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

V. Computer Software

1. By signing this Agreement, Grantee certifies that it has instituted and will employ systems and controls appropriate to ensure that, in the performance of this Agreement, grant funds will not be used for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

W. Unionizing

1. By signing this Agreement, Grantee certifies that no Grant Funds will be used to assist, promote, or deter union organizing. If Grantee makes expenditures to assist, promote, or deter union organizing, Grantee shall maintain records sufficient to show that no State funds were used for those expenditures. Grantee shall provide those records to the Attorney General upon request, as provided in Government Code section 16645.2.

X. Severability

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

Y. Time of the Essence

1. Time is of the essence with respect to the Project Completion Date. With respect to all other dates set forth therein, Grantee shall use best efforts to accomplish the tasks by the specified dates.

Z. Entire Agreement and Amendment

1. This Agreement, including the attached exhibits, constitutes the entire Agreement between the parties hereto relating to the Project. No amendment to this Agreement will be valid unless made in writing and signed by Grantee

and SNC. Any request by the Grantee for amendments must be in writing stating the amendment request and reason for the request.

AA. Non-Availability of Funds

1. Disbursement of Grant Funds to Grantee under this Grant Agreement is contingent upon the availability of funds. If funding for the Grant Program for any fiscal year is reduced or eliminated, SNC shall have the option to either terminate this Agreement with no liability occurring to SNC or, if possible and desirable, to offer an Agreement amendment to Grantee to reflect the reduced amount available for the Project.

BB. Locus

1. This Grant is governed by and shall be interpreted in accordance with the laws of the State of California. SNC and Grantee hereby agree that any action arising out of this Grant Agreement shall be filed and maintained in the Superior Court in and for the County of Placer, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Grant Agreement.

CC. Executive Order N 6-22 – Russia Sanctions

1. On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

**STATE OF CALIFORNIA
SIERRA NEVADA CONSERVANCY
Regional Forest and Fire Capacity Program**

EXHIBIT A

Grantee: County of Tulare
Geography: County of Tulare
Project Title: (RFFCP2022) WIP Capacity Subgrant - Tulare County
Agreement Number: 1717-RFFCP

PROJECT SCOPE AND ACTIVITIES

The goal of the Regional Forest and Fire Capacity Program (RFFCP) is to increase regional capacity to prioritize, develop, and implement projects that improve forest health and fire resiliency, facilitate greenhouse gas emissions reductions, and increase carbon sequestration in forests throughout California. The Sierra Nevada Conservancy (SNC) was the recipient of a block grant from California Department of Conservation for the 2022 Regional Forest and Fire Capacity Program (RFFCP) to advance the goal of the RFFCP and the AB 2551 Watershed Coordinator Program in the Sierra-Cascade region. The SNC is implementing the RFFCP block grant primarily through subgrants between SNC and key organizations and tribes as grantees throughout the Sierra-Cascade region. The subgrants are designed to help meet the deliverables of the SNC's 2022 RFFCP grant. The approach is individualized for each grantee under the subgrants, seeking to build on existing collaborative efforts to address the project area's specific needs and to support local leadership.

This subgrant will cover Tulare County. The grantee is the County of Tulare ("Grantee"). The Grantee will engage in the following general tasks and activities:

- a. Capacity Building Tasks and Activities
- b. Project Pipeline Development Tasks and Activities
- c. SNC Regional Support Tasks and Activities

These activities do not involve any ground or resource disturbance. Further, no specific future implementation project or projects have yet been identified and this agreement does not bind any party to a definite course of action prior to CEQA compliance for any future implementation project.

Grantee's activities under this subgrant will help meet the deliverables included in SNC's 2022 RFFCP grant as follows:

Activities Table

SNC's RFFCP Tasks	Relevant Grantee Activities
<p>Subregional Capacity Support: organizational development, outreach and engagement, partnership development, and planning tasks.</p>	<p>Improve organizational capacity, planning, outreach and engagement, partnership development and structural sustainability of the Tulare County Forest Health Task Force.</p> <p>Develop monitoring and evaluation plans and protocols by engaging in SNC Monitoring Workshop series and other collaborative activities</p>
<p>Project Development Support: conduct project design, permitting, and new or underutilized practice demonstrations.</p>	<p>Preparation and design of potential future projects in Tulare County for wildfire mitigation treatment, followed by pursuit of grant funding for environmental permitting and project implementation.</p>
<p>SNC Regional Support: regional communication, participating in state-wide task forces, meetings and forums, data stewardship, equitable outreach and engagement, and Regional Priority Plan development.</p>	<p>Proposed project evaluation and prioritization in conjunction with the development and submission of a project portfolio for SNC's Regional Priority Plan.</p> <p>Conduct activities which facilitate broad and diverse engagement of communities and stakeholders within the Grantee's area in a manner which fulfills the requirements of the Grant Guidelines regarding Outreach and Engagement.</p>

PROJECT SCHEDULE

DETAILED PROJECT TASKS	APPROXIMATE PROJECT TIMELINE
Capacity Building Tasks	
<p>Engage in Regional Monitoring Plan training and create a project monitoring plan for Tulare County Forest Health Task Force (TCFH Task Force).</p>	<p>Upon inception – December 31, 2026</p>
<p>Tulare County will provide administrative support for the Tulare County Forest Health Task Force meetings and activities.</p>	<p>August 1, 2024 – December 31, 2026</p>
<p>Evaluation of Tulare County Forest Health Task Force's current effectiveness as a collaborative organization, including analysis of engagement and participation.</p> <ul style="list-style-type: none"> • Coordinate consultant's completion of stakeholder/ agency/ tribe analysis to identify 	<p>September 1, 2024 – January 31, 2025</p>

<p>TCFH Task Force strengths as well as opportunities for improvement</p> <ul style="list-style-type: none"> • Compile findings and summarize results to provide an Assessment Report. 	
<p>Make improvements to existing Tulare County Forest Health Task Force collaborative structure including:</p> <ul style="list-style-type: none"> • Collaborative goals • Roles and responsibilities • Mission Statement • Boundaries covered <ul style="list-style-type: none"> ○ Produce map and shapefile of agreed upon collaborative boundaries. 	<p>February 1, 2025 – December 31, 2026</p>
<p>Develop and implement a Regional Engagement Strategy, outlining strategic approaches to improve countywide collaboration.</p>	<p>February 1, 2025 – December 31, 2026</p>
<p>Outreach and engagement to broaden agency and tribal involvement in the TCFH Task Force</p> <ul style="list-style-type: none"> • Conduct targeted outreach to absent partners. • Expand tribal outreach and involvement. • Encourage utilization of stipends to tribal partners if needed. 	<p>February 1, 2025 – December 31, 2026</p>
<p>Complete three grant applications with sustainability components integrated.</p>	<p>October 31, 2026</p>
<p>Produce a report on strategies developed to sustain the benefit of the above capacity building activities.</p>	<p>October 31, 2026</p>
<p>Project Development Tasks</p>	
<p>Tulare County will provide project management support for the development and design of potential future projects in Tulare County with a focus in the area of Upper Grouse Valley, with an overall estimate of 981 acres for wildfire mitigation treatment, followed by pursuit of grant funding for environmental permitting and project implementation.</p>	<p>Quarterly reporting (SNC to provide spreadsheet template) of project(s) and status</p>
<p>Identify Project Pipeline Development (PPD) project boundaries, develop target objectives and treatment prescriptions for projects.</p> <ul style="list-style-type: none"> • Complete Project Design, Timber Cruise, and Unit Layout. • Complete Forest Inventory Stand Exam. 	<p>September 1, 2024 – June 30, 2026</p>
<p>Create maps and shapefiles of PPD project areas for inclusion in grant applications.</p>	<p>September 1, 2024 – September 30, 2026</p>
<p>Identify landowners, tribes, or agencies within the project areas and seek to obtain Right of Entry agreements and support.</p>	<p>September 1, 2024 – June 30, 2026</p>

Collaborate with neighboring tribes and partner agencies on treatment objectives and prescriptions to ensure they align with larger landscape level treatments and projects.	September 1, 2024 – June 30, 2026
Evaluate environmental compliance needs and document requirements for inclusion in grant proposal.	September 1, 2024 – September 30, 2026
Complete and submit at least one grant application for the permitting and implementation of those projects scoped and designed under this agreement.	March 1, 2026 – October 31, 2026
Regional Support and General Tasks	
Gather information for SNC’s Regional Priority Plan through partner engagement, planning and project prioritization for forest health and fire protection projects.	July 1, 2024 – December 31, 2026
Attend SNC Regional Annual Conference/s (if applicable). Attend SNC’s RFFCP Subgrantee Workshops.	Meeting attendance/participation should begin after execution date of Grant Agreement with the first SNC RFFCP Subgrantee Workshop scheduled and continued attendance through Project Completion Date
Quarterly Work Plan Activities and Financial Status Reports. Reports due on a quarterly basis for the duration of the Agreement on the following schedule: <ul style="list-style-type: none"> • Jan 1 - March 31 (due April 30) • April 1 - June 30 (due July 31) • July 1 - Sept 30 (due Oct 31) • Oct 1 - Dec 31 (due Jan 31) 	Reports due on a quarterly basis starting from execution date of Grant Agreement until Project Completion Date
Project Completion Date	(no later than) May 31, 2027
Request for Payment of Final Expenditures	
Final Report Performance Measures	(no later than) July 31, 2027

PROJECT BUDGET

Cost Category	Task 1: Capacity Building	Task 2: Project Development	Totals
Personnel Salary/Benefits	\$94,735	\$24,984	\$119,719
Materials/Supplies			
Subcontracts	\$77,709	\$226,302	\$304,011
Travel			
Total Direct Costs			\$423,730
Admin Overhead Indirect (not to exceed 10%)			\$42,373
Total Costs			\$466,103

PROJECT DELIVERABLES

DELIVERABLE	FORMAT	DUE DATE
SPECIFIC DELIVERABLES		
Project Monitoring Plan for Tulare County as part of SNC Regional Monitoring Workshop Series.	Electronic report	March 1, 2027
Quarterly reports on support provided by Tulare County to Tulare County Forest Health Task Force (TCFH Task Force), and specific activities.	Electronic reports Photos	In quarterly progress reports, throughout the grant term
Assessment Report evaluating the Tulare County Forest Health Task Force's effectiveness as a collaborative organization.	Electronic report	In quarterly progress reports, to be complete by January 31, 2025
Documentation of TCFH Task Force collaborative structure elements: <ul style="list-style-type: none"> • Collaborative goals • Roles and responsibilities • Mission Statement • Geographic boundary 	Electronic documents GIS maps shapefiles	In quarterly progress reports, to be complete by December 31, 2026
Regional Engagement Strategy.	Electronic document	December 31, 2026

<p>Quarterly reports on development and implementation of the Regional Engagement Strategy.</p>	<p>Electronic reports</p>	<p>In quarterly progress reports, to be complete by December 31, 2026</p>
<p>Quarterly reports on outreach and engagement activities to broaden agency and tribal involvement in the TCFH Task Force, include tribe or agency, participation/roles, activities, and dates.</p> <p>Reports on utilization of stipends.</p>	<p>Electronic reports</p>	<p>In quarterly progress reports, throughout the grant term</p>
<p>Complete at least three grant applications with sustainability components integrated, including at least one grant application for the permitting and implementation of those projects scoped and designed under this agreement; explain how sustainability was integrated in each grant application.</p>	<p>Electronic report</p>	<p>In quarterly progress reports, to be complete by October 31, 2026</p>
<p>Capacity Building Sustainability Report.</p>	<p>Electronic document</p>	<p>October 31, 2026</p>
<p>Quarterly reports on support provided by Tulare County toward the design of projects in Tulare County with a focus on the area of Upper Grouse Valley, with an overall estimate of 981 acres for wildfire mitigation treatment, followed by pursuit of grant funding for environmental permitting and project implementation.</p>	<p>Electronic reports</p>	<p>In quarterly progress reports, to be complete by December 31, 2026</p>
<p>Treatment objectives and targets for the identified Project Pipeline Development (PPD) project areas.</p> <p>Prescriptions for the PPD project areas of sufficient detail to use in contractor request for proposals selection process.</p> <ul style="list-style-type: none"> • Project Design; Results of Timber Cruise and Unit Layout • Forest Inventory Stand Exam 	<p>Electronic report</p>	<p>June 30, 2026</p>

Maps and shapefiles with project boundaries that clearly outline the PPD project areas.	Electronic report and shapefiles	September 30, 2026
Quarterly reports summarizing identification of landowners, tribes, and agencies within the project areas and list of Right of Entry agreements put in place .	Electronic documents	June 30, 2026
Documentation of collaboration with neighboring agencies, tribal entities, CALFIRE, and local Fire Districts regarding treatment objectives and prescriptions to ensure their alignment with larger landscape level treatments and projects.	Electronic report	June 30, 2026
Documentation of environmental compliance requirements necessary for inclusion in each project's implementation grant proposal.	Electronic documents	September 30, 2026
Regional Priority Plan (RPP) Report 1: Status report on your collaborative/ partnership's list of priority projects.	Electronic report	December 31, 2024
RPP Report 2: Plan and timeline for completing RPP requirements.	Electronic report	December 31, 2025
RPP Status Reports: Quarterly status reports on completing RPP requirements.	Electronic report	Quarterly
RPP Final Report: Report providing list of priority projects with required project information.	Electronic report and shapefiles	December 31, 2026
Activities which facilitate broad and diverse engagement of communities and stakeholders within the Grantee's area in a manner which fulfills the requirements of the Grant Guidelines (attached as Exhibit B) regarding Outreach and Engagement.	Electronic report	Report on progress in quarterly progress reports and provide a standalone report by March 2027 (a template and guidelines for reporting will be provided by SNC)
GENERAL DELIVERABLES		
Quarterly Work Plan Activities and Financial Status Reports.	SNC Report Forms	Reports due on a quarterly basis starting from execution date of

<p>Reports due on a quarterly basis for the duration of the agreement on the following schedule:</p> <ul style="list-style-type: none"> • Jan 1 - March 31 (due April 30) • April 1 - June 30 (due July 31) • July 1 - Sept 30 (due Oct 31) • Oct 1 - Dec 31 (due Jan 31) 		<p>Grant Agreement until Project Completion Date</p>
<p>Request for Payment of Final Expenditures</p> <p>Final Report Performance Measures</p>	<p>SNC Request for Payment Worksheet</p> <p>SNC Final Report Template</p>	<p>60 days from Project Completion or no later than the deadline identified on the signature page of the Payment Request for Final Expenditures.</p>

PROJECT REPORTING REQUIREMENTS

Progress and Final Report(s):

The Grantee shall provide quarterly progress reports and a final report as specified in the Project Schedule. Quarterly progress reports shall reflect work completed in the previous three months, and final reports shall reflect the entire Grant period. A progress report shall also be submitted for the time period immediately preceding the submission of the final report. The templates and instructions for completing these reports will be supplied to the Grantee by the SNC Project Lead and may be modified in writing by the SNC, at the SNC's discretion.

Exhibit B: 2022 Regional Forest & Fire Capacity Program Grant Guidelines

2022 REGIONAL FOREST AND FIRE CAPACITY PROGRAM

FINAL GRANT GUIDELINES

STATE OF CALIFORNIA
Department of Conservation



For additional information, please contact:

Department of Conservation

<http://conservation.ca.gov/>

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At-A-Glance: Regional Forest and Fire Capacity Program

The Regional Forest and Fire Capacity (RFFC) Program is designed to support the development and implementation of regional priority plans to improve forest health and fire resiliency consistent with the recommendations of the [Wildfire and Forest Resilience Action Plan](#). This program is administered by the [Department of Conservation](#).

Critical Dates

Draft Guidelines released May 23, 2022

Comments due June 23, 2022

Final Guidelines released July 22, 2022

Program Contacts

Department of Conservation

Jenny.E.DiStefano@conservation.ca.gov

Brian.Newman-Lindsay@conservation.ca.gov

Section 1: Introduction and Program Summary

Public Resources Code section 4208.1 establishes the Regional Forest and Fire Capacity (RFFC) Program to support regional leadership to build local and regional capacity and develop, prioritize, and implement strategies and projects that create fire adapted communities and landscapes by improving ecosystem health, community wildfire preparedness, and wildfire resilience. The Department will provide block grants to regional entities (Regional Block Grantees) and to eligible coordinating organizations (Statewide Block Grantees) to support the statewide implementation of the program.

To accomplish the RFFC Program's objectives, block grants will be utilized by recipients to support the growth, sustainability, and effectiveness of collaborative networks of stakeholders, agencies, and organizations working to improve natural resource conditions and the socio-ecological resilience of communities, and to elevate, integrate, and expand wildfire and forest resilience work within four major geographic regions identified by the California Wildfire and Forest Resilience Task Force (Task Force).

Through the program, Regional Block Grantees serve as backbone organizations and constituent partners, supporting and coordinating the efforts of the regional partnerships, building and sustaining the capacity of their partners and the network as a whole, and enhancing the region's capacity to identify, develop, and implement wildfire and forest resilience projects consistent with the [California Wildfire and Forest Resilience Action Plan](#), [Agreement for Shared Stewardship of California's Forests and Rangelands](#), the [California](#)

Prior Rounds of Funding

These guidelines build off lessons learned from earlier iterations of the RFFC Program that focused on:

1. Promoting and supporting collaborative planning and implementation of wildfire and forest resilience, management, and restoration efforts at the landscape or watershed level.
2. Coordinating and integrating management of wildfire and forest resilience, management, and restoration efforts at the regional scale.
3. Identifying, prioritizing, and implementing forestry and wildfire projects that meet regional and statewide public safety, ecosystem, and public resource goals.

California Wildfire and Forest Resilience Task Force and Action Plan

Building on important work of the past decade, state and federal policymakers and agencies came together in 2018 through the Wildfire and Forest Resilience Task Force (Task Force) to bolster efforts and expand investments to address the key drivers of catastrophic fires, significantly increase the pace and scale of forest management, and improve the resilience of increasingly threatened communities.

In 2021, the Task Force issued its Action Plan and, among other strategies, committed to a regional approach designed to strategically accelerate efforts to restore the health and resilience of California forests, grasslands, and natural places; improve the fire safety of communities; and sustain the economic vitality and the quality of life of forest dependent communities and rural forested areas.

Regional Framework

The RFFC Program is a key component of the regional framework adopted by the Task Force in recognition of the essential diversity of California's biological, social, and legal geographies, and the need to bring together local and regional stakeholders to solve local and regional challenges.

The regional framework provides a structure for state, federal, and local entities to coordinate their efforts in each of four major geographic regions of the state (see Appendix A), to enhance regional leadership and capacity to respond to wildfire and forest health crises within their region, and to increase the pace and scale of forest and fire stewardship through landscape scale, multi-benefit planning and project implementation coordinated by regional partnerships.

Through the identification of these four regions, the Task Force seeks to provide a functional scale to coordinate scientific and ecoregional tools and analyses, policy, and management. Within the regional framework, the Task Force and its partners are responsible for:

- Coordination of strategies, policies, and programs to advance critical scopes of work, such as the beneficial use of fire and post-fire reforestation.
- Developing science, data, tools, and working with regional partnerships to integrate and deploy strategies, data, and tools at the regional scale.
- Aligning funding sources, such as planning and implementation funds from State and Federal agencies, to achieve holistic benefits consistent with the state's wildfire and forest resilience objectives.

Regional partnerships supported by RFFC will be supporting the regions and assisting with communicating with the Task Force or other state and federal partners. Regional Block Grantees will be working within their region using information and structure provided by the Task Force and will be communicating details and expertise about the region back to the Task Force. In the context of the regional framework, Regional Block Grantees and their partners will be responsible for:

- Developing and enhancing partnerships.
- Coordinating regional forums.
- Integrating, accelerating, and scaling local forest and fire priorities and projects.

The regional framework approach is intended to provide support throughout the regions in a timely fashion and allow the state to adaptively manage its wildfire and forest resilience efforts.

Program Funding

The grants funded with these Guidelines utilize the \$110 million of General Fund monies appropriated to the Department for the RFFC Program. This funding is available for encumbrance or expenditure until June 30, 2026, with full liquidation until June 30, 2028. Up to 5.17 percent of the appropriation may be used by the Department for administrative costs.

Should additional funding consistent with the purposes of the RFFC Program become available in future years, the Department may, at its discretion, make new grants or allocate funding to increase grants funded under these Guidelines.

Confidentiality and Publicity

Details, documents, and any other materials related to this program, such as applications, grant agreements, reports, expenditures, photos, etc., are public records that may be publicly released in accordance with the California Public Records Act (Cal. Gov. Code §§ 6250 et seq.).

Section 2: Scope of Work

Program Goals and Objectives

The overarching goal of the RFFC Program is to increase regional capacity to develop, prioritize, and implement wildfire and forest resilience projects that have broad involvement from stakeholders in and affected by the region, and to develop regional priority strategies that will restore health and resilience to communities, forests, and other wildfire prone landscapes. To that end, block grantees will seek to achieve the following objectives:

- Increase capacity, support strategic collaborative planning and coordination, and accelerate wildfire and forest resilience, management, and restoration efforts at the landscape level.
- Strengthen regional leadership on wildfire and forest resilience actions in coordination with key state and federal agencies.
- Build a pipeline of forestry and wildfire protection projects. Identify, prioritize, plan, make ready projects that meet regional and statewide public safety, economic resilience, ecosystem, and natural resource goals.

Regional Block Grantee Essential Program Activities

Working with and through their regional partnerships, Regional Block Grantees are required to engage in the following core program activities, which are described in more detail below.

- Conduct **regional priority planning**.
- Administer **project development activities**.
- **Build capacity and sustainability** among regional partners.
- Lead **outreach and engagement**.
- Participate in Task Force efforts to **coordinate regions**.

RFFC Program activities and deliverables are expected to differ for each regional partnership due to varying geographic, biophysical, and social characteristics throughout the state. Unless specified, program activities and deliverables do not need to be developed or completed in a specific format or medium, and it is expected that every regional partnership supported by the RFFC program will need to adopt solutions and formats fitting the regional needs.

For example, specific activities and deliverables may be developed under one unified effort for an entire regional partnership, while other work may be developed on a subregional basis. In all cases, RFFC Program activities and deliverables should be integrated into a larger regional effort through collaboration and coordination of a shared set of priorities, strategies, assessment methodologies, or other guiding principles. All activities and deliverables are encouraged to incorporate existing resources, data, and plans (e.g., Community Wildfire Protection Plans). Essential program activities and deliverables are designed to be flexible and should be appropriate to the region and the stakeholders' needs. Regional Block Grantees will have the opportunity to collaborate with the Department to determine details of their program activities and deliverables in the development of the workplan.

Regional Priority Planning

Regional Block Grantees must develop or update a Regional Priority Plan (RPP) that identifies, coordinates, prioritizes, and advances wildfire and forest resilience projects and initiatives.

Regional Priority Plans are expected to serve regional partnerships to:

- Identify, prioritize, and plan for wildfire and forest resilience needs within their region.
- Coordinate planning and management efforts with an “all lands” approach across jurisdictions and ownership.
- Build strong regional support for the partnerships, plans, and projects through broad inclusion of stakeholders and partners.
- Organize and communicate regional prioritization consistent with Task Force goals and strategies.

The following activities must be included in the Regional Block Grantees' regional priority planning efforts:

- Developing broad-based partnerships among stakeholders, implementation partners, and decision-making entities capable of effectively forwarding large scale, multi-benefit programs of work across land types and ownership, over extended time frames.
- Utilizing the best available science, local and traditional knowledge, and statewide strategies to develop priorities and decision-making strategies which respond to environmental and social conditions within the region.
- Incorporating principles of collaborative governance into planning and decision-making processes.
- Revisiting and updating the RPP based on new information, activities, and conditions.
- Identifying potential priority projects and management activities based on desired landscape conditions, and compiling projects into landscape portfolios.

To ensure consistency, communicability, and short- and long-term utility of RPPs, three key elements must be included in all RPPs:

- Geography & Governance
- Assessment & Methodology
- Landscape Portfolios of Projects

Information is provided for each element in the sub-sections below.

RPPs are intended to be living documents, and on-going investments in regional priority planning throughout the process is expected.

Geography & Governance

RPPs must consider and respond to the unique geographic, biophysical, and social characteristics of their region. RPPs must include an analysis of the key geographic characteristics and governing structures that will affect decision-making and implementation of wildfire and forest priorities within their jurisdictions. RPPs must work to advance policies and programs that enhance coordination, collaboration, and effective natural resource management within their region.

RPPs must be developed with broad participation of regional communities, California Native American tribal governments, tribal-led organizations, cultural practitioners, public and

governmental agencies, community-based organizations, collaboratives, and other organizations. Regional Block Grantees will coordinate the development of the RPP for their partnership, working directly with organizations in their region throughout the process.

Assessment & Methodology

RPPs must include:

1. An assessment of the landscape conditions informed by the regional profiles and resource kits developed, respectively, by the Task Force's Science Advisory Panel and an interagency research team. The assessments should characterize the regional landscape with respect to core pillars of wildfire and forest resilience. The regional resource kits provide a starting point for these analyses, but RPPs may include local knowledge, region-specific data, and/or other appropriate tools to characterize the regional landscape.
2. A methodology for decision making, project identification, and prioritization that is appropriate for the region, the partnership, and consistent with state and federal strategies including strategies and key actions recommended by the Task Force.

NOTE: The term "pillars of resilience" is used to denote a model that assesses multiple factors or dimensions (pillars) of socio-ecological resilience in a holistic manner. RPPs are not required to utilize a specific model or set of pillars in their assessments, and different pillars are expected to be prioritized differently in different contexts, but it is expected that all RPPs demonstrate a holistic consideration of socio-ecological resilience.

Landscape Portfolios of Projects

RPPs must include a collection or collections of priority projects by landscape that, taken together, respond to identified conditions and priorities within that landscape. Portfolios of priority projects should:

- Be geographically explicit, with delineable boundaries for projects and activities.
- Provide multiple benefits consistent with regional, state, and federal priorities for wildfire and forest resilience.
- Identify organization(s) that would be responsible for project implementation.
- Have broad support from stakeholders in the region.
- Include projects at different stages of readiness suitable for implementation in sequence.
- Be cross-jurisdictional where appropriate, aligning efforts and needs across ownerships, land types, and areas of responsibility to complete the plan's goals.

Project Development

Regional Block Grantees must use a portion of this funding to support preliminary project development and permitting activities for the priority projects identified in their RPP or projects that were identified prior to development of the RPP and already have regional support.

Project development activities should be comprehensive enough to ensure that projects are ready to receive implementation funding. These projects should contribute to the desired outcomes for priority projects identified in each RPP and increase ecosystem and adaptive capacities, fire resilience, health, and human safety. Regional Block Grantees must work in collaboration with their partners and/or subgrantees to develop and permit projects. Project

development strategies should be equitable, including supporting areas, communities, and organizations with lower capacity.

NOTE: Project development and permitting may occur in parallel with the development of the RPP. Eligible project development activities include design, permitting, outreach and engagement, partnership development, and other tasks needed to create and sustain a pipeline for multiple years of implementation-ready projects.

Building and Sustaining Capacity

Regional Block Grantees are expected to use a portion of the funds from this program to build and sustain capacity throughout their region. Activities to build and sustain capacity should help grantees and their partners manage increases in project development and implementation workload.

Capacity building efforts may include:

- Investments in partner and local staff development
- Funding new and/or critical positions
- Acquiring or utilizing tools and resources to increase partner capacity for planning and implementation of wildfire and forest resilience projects
- Organizational capacity activities such as access to financial services or legal review and similar due diligence, as applicable, associated with documents and project development
- Developing new pilot projects and programs
- Participation and/or partnership with existing workforce programs (e.g., local Conservation Corps, prescribed burn associations)
- Providing or securing technical assistance for partners
- Fellowships and/or stipends for individuals to participate in trainings and events that enhance capacity and further the objectives of the RFFC program, who otherwise would not be able to participate, especially with regard to underrepresented individuals
- Demonstration projects

Regional Block Grantees should coordinate with partners and stakeholders regarding capacity and sustainability enhancing needs, including watershed coordinators, community-based organizations and collaboratives, county wildfire coordinators such as those funded through California Fire Safe Council, local CALFIRE representatives, and others conducting local and regional wildfire and forest resilience work.

If included, demonstration project(s) may be identified in the RPP or may be a pre-identified, shovel-ready project. Demonstration project(s) should seek to:

- Maximize desired outcomes of the RFFC Program as well as the Task Force strategies and objectives.
- Measurably achieve multiple benefits of the Program.
- Incorporate participation from multiple partners and funding sources.
- Support regional workforce development opportunities when feasible.
- Integrate benefits to the most socially vulnerable communities within the region.
- Implement new, innovative, and/or underutilized techniques, technology, or approaches, which could be scaled up and/or replicated.

Demonstration projects must:

- Include outreach and evaluation components that will allow the block grantee to share results with other regions or practitioners.
- Comply with the Professional Foresters Law (PRC Sections 750, et seq.), if applicable. Projects that directly impact the management and treatment of the forest resources and timberlands of this state are required to use Registered Professional Foresters. Projects implemented on federally managed lands will be permitted to use "qualified but exempt" federal staff to satisfy this requirement."

Outreach and Engagement

Regional Block Grantees must seek broad and diverse engagement of communities and stakeholders within each region. At a minimum, Regional Block Grantees and/or their subgrantees should:

- Involve fire and forestry professionals, non-fire-focused professionals (ex: environmental justice, public health, tribes, etc.) and other key stakeholders that can play a role in wildfire and forest resilience within the region.
- Incorporate principles of justice, equity, diversity, and inclusion.
- Incorporate methods of engagement that facilitate direct participation and eliminate barriers for communities and organizations to participate, such as translation of meetings and materials, scheduling of meetings at times that are convenient for community members, and engaging community members in information gathering, planning, and decision making.

Regional Block Grantees must document their regional partnership's outreach and engagement strategies, and provide a transparent means for that documentation to be accessed by or shared with the Department, Task Force, and the public.

Regional and Statewide Coordination

Regional Block Grantees will be responsible for coordinating efforts among partners in their region, providing regional leadership, and facilitating communications and data sharing among regional and statewide partners. To facilitate regional and statewide coordination, Regional Block Grantees must:

- Participate in Task Force initiatives, including consultation on regional profiles and resources, collection of data, metrics, and communication materials needed for interagency regional collaboration.
- Coordinate regional forums under the Task Force and facilitate discussions among state and local entities through meetings, prioritization discussions, forums, or data inquiries.
- Provide for the stewardship of spatial, qualitative, and quantitative data produced or collected by the regional partnership, including data collection, maintenance, and communication.

Statewide Block Grantee Essential Program Activities

Statewide Block Grantees will support the statewide implementation of the program through coordination of and technical assistance to Regional Block Grantees, as well as support wildfire and forest resilience efforts and/or offer technical assistance across regions and throughout the state, and at the individual practitioner level.

Grant Administration and Reporting

Administrative Activities

As part of the grant's administration, block grantees must:

- Participate in grant and program orientation with the Department.
- Provide quarterly invoices and reports.
- Coordinate and participate in relevant Task Force regional forums.
- Participate in monthly check-in meetings with the Department.
- Provide monthly project highlights and success stories to the Department.
- Participate in monthly webinars with other block grantees.
- Coordinate with local and regional CALFIRE representatives.
- Ensure environmental compliance for all projects and tasks.
- Distribute necessary funds through subgrants and/or contracts.
- Ensure execution of all project deliverables and requirements within the grant term.

Invoicing

Block grantees must provide a fiscal report detailing how funds have been expended along with each quarterly invoice.

Reporting

Block grantees will be required to participate in monthly meetings with the Department. The monthly meetings are intended to update the Department and address any issues in a timely fashion to help ensure success of each block grant. Quarterly reports will include a narrative summary of work completed, key accomplishments, and, where applicable, collection of data on project development, partnership and community engagement, and other key metrics to be determined in partnership with the Department.

Written monthly highlights and quarterly reports must be submitted in a format provided or approved by the Department.

Distribution of Block Grant Funds to Third Parties

Block grantees may implement Program activities directly or provide subgrants or contracts, and collaborative planning efforts with local entities, including municipal governments, California Native American tribes, nongovernmental organizations, community organizations, fire safe councils, land trusts, resource conservation districts, joint power authorities, special districts, fire departments, residents, private and public forest landowners and managers, businesses, and others, to assist in accomplishing the objectives of the RFFC Program. Block grantees may award subgrants and contracts to fulfill individual tasks or deliverables, or multiple tasks or deliverables, at their discretion and consistent with the recipient's internal contracting or procurement policies and procedures.

Environmental Compliance

Activities funded under the RFFC Program must comply with applicable state and federal laws and regulations, including the California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA), and other environmental permitting requirements. Block grantees are responsible for project compliance and grant agreement budgets that may include the funding necessary for compliance-related tasks.

Section 3: Grant Awards

Selection of Block Grantees

The Department is awarding block grants on a noncompetitive basis to support implementation of landscape or watershed level forest health projects in the Northern, Coastal-Inland, Sierra-Cascade-Inyo, and Southern California regions, as shown in Appendix A. To best ensure efficient planning and strategic interagency coordination, the geographic extent of these regions may shift slightly over time. Regional Block Grantees will distribute funds to subgrantees and contractors, and work to ensure coordinated and integrated management of wildfire and forest resilience activities throughout their region.

In addition to funding the Regional Block Grantees, the Department will fund Statewide Block Grantees to provide statewide coordination of and technical assistance to Regional Block Grantees, as well as to support wildfire and forest resilience efforts in communities and priority areas not covered by the Regional Block Grantees.

Statewide and Regional Entities

Statewide and regional entities eligible to receive block grants are local governments, California Native American tribes, state conservancies, joint powers authorities, public agencies, resource conservation districts, special districts, California 501(c)(3) non-profit organizations, and tribally chartered non-profit organizations.

The Department will consider the following factors with selecting Regional Block Grantees:

- Demonstrated ability to coordinate the many entities across their region necessary to meet program goals
- Existing strong regional partnerships, and support and capacity to expand these partnerships
- Demonstrated ability to conduct regional planning efforts
- Fiscal and administrative control systems to adequately oversee the expenditure of block grant awards
- Policy and program expertise relevant to meeting program goals

The Department will consider the following factors with selecting Statewide Block Grantees:

- Experience and expertise in developing forest health and wildfire protection planning statewide
- Experience and expertise in conducting effective and inclusive outreach across diverse communities
- Experience and expertise in developing peer-to-peer and inter-regional sharing of project implementation strategies and skills
- Strong relationships with primary actors in forest health and wildfire protection planning statewide
- Fiscal and administrative control systems to adequately oversee the expenditure of block grant awards
- Policy and program expertise relevant to meeting program goals

Workplan Development

RFFC Block Grantees must collaborate with the Department to develop grant workplans consistent with the goals and objectives of this program. The Department will hold a post-

award consultation with selected entities to develop a workplan, resource plan, and schedule of key activities before execution of a grant agreement or amendment.

Section 4: Grant Agreement and Administration

Overview of Grant Execution

1. The Department will announce awards.
2. Each block grantee must enter into a grant agreement with the Department or amend an existing agreement. The block grantee must sign and return the grant agreement or amendment to the Department within three months of the award date or risk forfeiting their award.
3. Block grantees selected for award will be required to participate in a post-award consultation phase prior to finalizing the grant agreement or amendment. During the post-award consultation, Department staff will assist the block grantee to refine the grant agreement and associated work plan to comply with administrative, statutory, and program requirements.
4. The grant agreement is considered fully executed once the Department's authorized signatory has signed the grant agreement.
5. Once the Department notifies the block grantee that the grant agreement has been fully executed, the block grantee should promptly commence work.

Performance Period and Grant Term

Regional Block Grantees and Statewide Block Grantees need to complete all tasks and deliverables by March 30, 2028, to ensure payment by the termination of the grant agreement term. The grant term will continue until June 30, 2028. The grant may be extended for an additional time at the Department's discretion and with appropriate budget authorization.

Funding and Accounting

Payment of Grant Funds

- Payment will be made on a reimbursement basis.
- The Department may authorize advance payments up to twenty percent (20%) of the original grant amount to a block grantee, at a time, per Department protocols.
- Grantees shall invoice quarterly, unless otherwise agreed upon by the Department, and in accordance with the terms and conditions of the grant agreement.
- Funds cannot be disbursed until there is a fully executed grant agreement between the Department and the grantee.
- Only those eligible costs incurred as outlined in these Guidelines and in accordance with the grant agreement will be eligible for reimbursement.

Accounting of Grant Funds

It is essential that complete and accurate records be maintained by grantees. Block grantees must maintain an accounting and record keeping system that reflects sound fiscal controls and safeguards. The accounting information must be sufficient so that the total cost of each aspect of the project can be readily determined and records are readily available upon demand. Block grantees must retain all grant transaction records for a period of four years after final payment.

Any advanced funds must be kept separate in accounting records from block grantee's other funds. Interest earnings shall be allocated to the block grant's advanced funds for use on the project or returned to the Department. Advanced funds that are unused shall be

returned to the Department promptly upon completion of the project or termination of the grant agreement, whichever occurs first.

Section 5: Eligible Costs

Eligible Costs

Eligible costs must be incurred during the grant agreement term. All costs must be reasonable, as defined in Section 6 of these Guidelines. Eligible costs are:

Staff Costs

Reimbursable staff costs are the salary costs for (1) block grantees, (2) subgrantees, and (3) contractors. This is the salary at an hourly rate, benefits, taxes, and leave.

Administrative costs are not reimbursable as staff costs. Administrative costs should be budgeted separately and must comply with the requirements outlined below.

Administrative Costs

For the block grantee, reimbursement by the RFFC Program for administrative costs are capped at either (1) twenty percent (20%) of the total block grant award for entities without an active Negotiated Indirect Cost Rate Agreement (NICRA), or (2) up to thirty-five percent (35%) of the total block grant award for entities with a current federally approved NICRA.

For subgrantees and contractors, reimbursement by the RFFC Program for administrative costs are capped at either (1) twenty percent (20%) of their direct charges for entities without a current final NICRA, or (2) up to thirty-five percent (35%) of their total subaward or contract for entities with a current federally approved NICRA.

Administrative costs include costs that are sometimes described as indirect costs and include:

- Office space and utilities
- Supplies
- Management oversight
- Prorated general liability, Workers' Compensation, and automotive insurance
- Equipment costs not included as direct costs in the budget

Travel Costs

In-state travel for block grantees, subgrantees, and contractors as necessary to fulfill the deliverables of the program.

- Accommodation-related travel costs: maximum reimbursement rates based on county as shown here: <https://hrmanual.calhr.ca.gov/Home/ManualItem/1/2203>, with no option for approval of an "excess lodging rate."
- Mileage for travel directly related to execution of the scope of work will be reimbursed at the *Reimbursement Rate Per Mile for Personal Vehicle* as shown here: <https://hrmanual.calhr.ca.gov/Home/ManualItem/1/2202>.
- Rental car, train, or airfare will only be reimbursed to attend those meetings outlined in the Administrative Activities section, and then only if it is the reasonable method used to get from one location to the other.
- No other travel-related costs will be reimbursed through this grant program, including per diem.

Project Development Costs

Block grant funding may be used for project development costs:

- Preparing project plans, specifications, and cost estimates that will result in a specific project
- Acquiring permits (including fees) for specific, future on-the-ground projects
- Analysis required for CEQA and/or NEPA documentation
- Performing necessary cultural resources, biological, botanical, aquatic, soil, hydrologic, wildlife, timber, or other studies/surveys and/or developing necessary project designs related to a specific site or physical project
- Obtaining implementation funding

Demonstration Project Implementation Costs (if applicable)

Block grant funding may be used for demonstration project costs including:

- Preparation of bid packages and contractor documents
- Performance costs within the scope of the demonstration project including materials, supplies, and equipment
- Labor and other costs necessary for the physical implementation of the project
- Pre- and post-project monitoring and adaptive management, including preparation of long-term management plans

Capacity Building, Outreach, Engagement, and Training

Block grant funding may be used for Capacity Building, Outreach, Engagement, and Training activities including:

- Building organizational capacity to increase pace and scale of forestry activities
- Training costs for block grantee employees or subgrantees
- Costs to attend professional development conferences or events
- Materials
- Facilitation services
- Professional training services for educational events or workforce development
- Participant stipends in compensation for services rendered in the development of community work products, and appropriately documented with deliverables such as sign-in sheets or written surveys
- Transportation stipends and provision of transportation services for community participants, such as a vanpool
- Rental costs of equipment, facilities, or venues
- Provision of childcare services for community participants at sponsored events
- Food and refreshments that are determined to be an integral part of an event. Examples of activities where it would be appropriate to approve food purchase would include a design charrette held in the evening, where the meal is consumed as part of the event and replaces a meal otherwise missed by attending the event

Equipment and Vehicles

For any equipment or vehicles purchased or built with funds that are reimbursable as a direct cost of the RFFC project, the block grantee, subgrantee, or contractor, as applicable, must be the sole owner on title. During the grant agreement term, equipment must be dedicated to the described use in the same proportion and scope as is in the grant agreement and the

block grantee is required to maintain an inventory record for each piece of non-expendable equipment or vehicles purchased or built with funds provided under the terms of a grant agreement.

On completion or early termination of the grant agreement, the Department will either (1) require that the equipment or vehicles be returned to the state, (2) authorize the continued use of such equipment or vehicle within the block grantee's region, or (3) require that grantee refund the Department for the fair market value of equipment that continues to have a usable life but is no longer required for project implementation.

In making that determination, the Department will consider among other things, the useful life of the equipment or vehicle. Equipment or vehicles that remain within the block grantee's region will be required to be maintained in a state of good repair with all licenses and fees paid and made available to government entities in the event of an emergency.

Ineligible Costs

Ineligible costs are:

- Costs that are not related to the RFFC Program.
- Costs that occur outside of the grant agreement term.
- Incidentals, tips, and per diems.
- Incentive/participation gifts.
- Out-of-state travel.
- Legal costs and attorney's fees associated with making or defending legal claims.
- Activities performed and equipment or vehicles purchased that are not identified in the budget/work plan or approved by the Department prior to purchase.
- The following costs associated with community engagement and outreach:
 - Direct cash benefits or subsidies to participants, such as cash subsidies to secure private transportation services
 - Alcoholic refreshments
 - Participant incentives, such as door prizes, which are unrelated to specific community work products
 - General meetings that do not specifically discuss or advance RFFC Program activities and objectives

Auditing of Fund Expenditures

All expenditures of public funds under this program are subject to audit by the State of California. All grantees shall maintain books, records, documents, and other evidence sufficient to properly reflect the amount, receipt, and disposition of all project funds (including state funds, interest earned, and matching funds by the grantee) and the total cost of the project.

Purchasing

Block grantees are expected to adhere to their competitive bid, internal contracting, and purchasing guidelines. Documentation of the grantee's contracting or purchasing guidelines, processes, and project-specific approvals may be requested in the event of an audit by the State of California.

Loss of Funding

Work performed under the grant agreement is subject to availability of funds through the state's budget process.

Actions of the block grantee that may lead to suspension or cancellation of funding include, but are not limited to:

- Failure to execute an agreement within three months of receiving an official funding notification
- Failure to submit required documentation within the time periods specified in the grant agreement
- Change in project scope, schedule, or budget without prior approval
- Failure to complete the project
- Failure to demonstrate sufficient progress
- Failure to submit evidence of environmental or permit compliance as specified by the grant agreement
- Failure to comply with applicable laws or grant requirements

Section 6: Definitions and Reference Material

Definitions

Collaboration or Collaborative: Partnership or cooperation involving multiple and diverse stakeholders (including agencies, as appropriate) to improve natural resource conditions and the socio-ecological resilience of communities within the same watershed or landscape in ways that do not duplicate efforts.

Community Wildfire Protection Plan: A plan developed in the collaborative framework established by the Wildland Fire Leadership Council and agreed to by state, tribal, and local government, local fire department, other stakeholders and federal land management agencies managing land in the vicinity of the planning area. A Community Wildfire Protection Plan (CWPP) identifies and prioritizes areas for hazardous fuel reduction treatments and recommends the types and methods of treatment on Federal and non-Federal land that will protect one or more at-risk communities and essential infrastructure and recommends measures to reduce structural ignitability throughout the at-risk community. A CWPP may address issues such as wildfire response, hazard mitigation, community preparedness, or structure protection - or all the above.

Department: California Department of Conservation.

Landscape Scale or Level: A functional designation of a relatively large, contiguous geographic area scaled to capture ecosystem function, integrity, and diversity, where management plans are integrated into the broader landscape conditions to set appropriate short-, medium-, and long-term goals, including integration of natural processes. Management activities are of sufficient scale to affect biophysical processes and stressor (e.g., fire, bark beetles) behavior within that landscape. Landscapes may vary in size but should be delineable based on defensible geographic characteristics (e.g. Watershed boundaries or Potential Operational Delineations).

Multi-benefit or Multiple benefit: A project or activity which, by virtue of integrated design and planning, provides direct benefits to multiple local, regional, state, and federal strategic objectives. Multi-benefit wildfire and forest resilience projects can impact social, economic, and ecological outcomes, including social and cultural well-being, protecting and restoring tribal resources and practices, enhancing water security, forest resilience, biodiversity, workforce development, outdoor recreation and access, and carbon sequestration,

Reasonable Cost: A cost that, in its nature and amount, does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. In determining reasonableness of a given cost, consideration must be given to:

- Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the entity or the proper and efficient performance of the project.
- The restraints or requirements imposed by such factors as: sound business practices; arm's-length bargaining; federal, state, local, tribal, and other laws, and regulations; and terms and conditions of this project.
- Market prices for comparable goods or services for the geographic area.
- Whether the individuals concerned acted with prudence in the circumstances considering their responsibilities to its employees, the public at large, and the state.

- Whether the cost significantly deviates from the acquiring entity's established practices and policies regarding the incurrence of costs.

Regional Forums: A venue for information sharing across a region and between entities working within a region to ensure coordination among stakeholders, and to ensure that areas not presently covered in a regional partnership are engaged and have a role in advancing regional priorities. Forums offer opportunities for sharing successes and challenges, enhancing professional networks, learning the latest scientific findings, and participating in a more regional-focused discussion with work groups to understand statewide priorities and to ensure their local needs and concerns are heard at the state level.

Regional Partnerships: A large scale collaboration operating with the common goal to elevate, integrate, and expand regional wildfire and forest resilience work within one of the four major regions identified by the Task Force's Action Plan. Regional Block Grantees lead and support regional partnerships.

Regional Profiles: Regional profiles are a publicly available resource included in the regional resource kits developed by the Task Force's Science Advisory Panel in 2022. Regional Profiles summarize the socio-ecological context of the region (including vegetation types and distribution, forest management and disturbance history and future projected climatic changes), the current condition assessment, and findings from interviews and surveys about regional stakeholder priorities and concerns for community and ecosystem resilience.

Regional Resource Kits: Regional resource kits are sets of key information, mapped data, and resource assessments intended to support the acceleration of regional planning to reduce wildfire hazard and improve forest resilience. The kits will include core metrics, a non-technical description of desired resilience outcomes, an assessment of current conditions in the region, core operational data layers, and identification of treatment opportunities.

Vulnerable Communities or Socially Vulnerable Communities: Vulnerable communities or populations are those which experience heightened risk and increased sensitivity to natural disasters, climate change, and other stressors and have less capacity and fewer resources to cope with, adapt to, or recover from wildfire and climate impacts due to social, political, historical and/ or economic factors. *There is no discrete threshold for defining a community as "vulnerable" or "not vulnerable", but communities and populations may be characterized as more or less vulnerable based on criteria such as those used by the [CDC/ATSDR Social Vulnerability Index](#).*

Watershed: All land enclosed by a continuous hydrologic drainage divide and lying upslope from a specified point on a stream, river, lake, or other waterbody. Total land areas draining to any point in a stream.

Wildfire and forest resilience: For the purposes of this Program, wildfire and forest resilience refers broadly to social and ecological resilience of landscapes, communities, and resources to wildfire and related disturbances and stresses exacerbated by climate change. Social and ecological dynamics are connected and inherent to forests and communities, including but not limited to biodiversity, water quality, cultural resources, recreation, and forest related economies.

Reference Material

- [California Wildfire and Forest Resilience Action Plan](#), January 2021, California Forest Management Task Force
- [Agreement for Shared Stewardship of California's Forests and Rangelands](#), August 2020
- [Executive Order B-52-18](#), May 2018
- [Framework for Promoting Socio-ecological Resilience Across Forested Landscapes in the Sierra Nevada](#), August 2020, Tahoe-Central Sierra Initiative

Appendix A: Regions Map

The following map is a general representation of the four geographic regions that guide funding allocations. Specific Regional Block Grantee jurisdictions within these regions are not identified.

