

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

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

**AUTHORIZED BY  
AB 32**

**California Global Warming Solutions  
Act of 2006**

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

**2014**

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## **INTRODUCTION**

CAL FIRE has developed the *Program Timberland Environmental Impact Report (PTEIR) for Carbon Sequestration and Fuel Reduction Program* in order to meet the goals of the Global Warming Solutions Act of 2006. The program is designed to have the combined benefit of increasing the carbon sequestration potential of California's nonindustrial timberlands, while reducing the overall carbon emissions from wildland fires. A large portion of the private timberland in California is owned by nonindustrial landowners. Promoting long-term uneven aged management of these lands and the retention of large trees will increase carbon sequestration and improve the conversion of carbon dioxide to oxygen through photosynthesis. Effective forest management will treat timberland fuels, reduce forest ignition potential and prevent costly and damaging fires that release greenhouse gases (GHGs). The program will provide grant funds focused toward improving long-term forest management and reducing GHG emissions.

### **Department Mission:**

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

### **Purpose:**

The purpose of the program is to ensure long-term forest management designed to maintain and improve forest resources, increase carbon sequestration and reduce carbon emissions from wildland fires. The following describe the main purposes of the program:

- Encourage private investments in, and improved long-term management of, timberlands and resources within the State.
- Promote carbon sequestration through increased timber growth and inventory.
- Reduce carbon emissions from wildland fires by creating fire resiliency on private timberlands.
- Provide for the protection, maintenance, and enhancement of a productive and stable forest resource system for the benefit of present and future generations.

### **Program Goals:**

The goals of the *PTEIR for Carbon Sequestration and Fuel Reduction Program* are as follows:

- Encourage forest resource improvements and facilitate good timberland management through a program of financial and technical assistance to smaller nonindustrial landowners to develop PTEIRs with a focus on greenhouse gas reduction.
- To develop watershed-specific PTEIRS for watersheds were the primary focus of the proposed work is the reduction of greenhouse gases.
- Work cooperatively with the public and private landowners, particularly smaller nonindustrial landowners, to upgrade the long-term management of their lands and, thereby improve the ability of their lands to both sequester carbon and to resist wildland fires that cause emissions of carbon.

## **APPLICANT ELIGIBILITY AND CONDITIONS**

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

- Grants provided must be for the purpose of preparing PTEIRs for projects that demonstrate a potential to increase carbon sequestration, decrease atmospheric carbon dioxide levels, and improve forest resilience to large wildland fires.
- Upon grant approval, PTEIR development shall comply with Public Resources Code, Article 7.8, sections 4598-4598.9 and California Forest Practice Rules, Article 6.8, sections 1092-1092.32.
- Applicants may utilize grant funds to contract a third-party consultant, acceptable to CAL FIRE, to assist in the preparation of PTEIRs. Grant funds provided to eligible landowners must not exceed the direct costs to the eligible landowners of preparing or contracting the PTEIRs.
- Eligible landowners must be smaller nonindustrial timberland owners with 5,000 acres or less of timberland in California.
- Where the timberland is owned jointly by more than one individual, group, association, or corporation, as joint tenants, tenants in common, tenants by the entirety, or otherwise, the joint owners shall be considered, as one landowner.
- Parcels considered for PTEIR funding that are zoned timberland preserve zone (TPZ) shall not be the subject of an application for rezoning or immediate rezoning pursuant to Section 51120 or 51130 of the Government Code.
- Applicants must agree to comply with State or federal laws applicable to the work carried out pursuant to any Program Timber Harvesting Plan (PTHP) developed pursuant to a PTEIR.
- Applicants must agree to provide the department, upon completion of each PTHP undertaken pursuant to a PTEIR, a report detailing GHG reductions achieved by the plan.
- Successful applicants on non-TPZ lands will be subject to deed restrictions requiring that timberlands not be developed for uses incompatible with the PTEIR for a period of 20 years following the Grant Agreement.
- Successful applicants must provide the department any data or metrics on GHG reductions as requested or required by law.
- PTEIRs are subject to requirements of the California Environmental Quality Act (CEQA) and its related administrative regulations. CAL FIRE is the lead agency under CEQA responsible for certifying a PTEIR.
- By law, timber operations under a PTEIR may not occur until (1) a final Notice of Determination is completed and filed for the project and (2) a PTHP is approved by the Director of Forestry and Fire Protection.
- Funds may not be used to satisfy cost share requirement or repay loans received pursuant to federal law.

## IMPORTANT POINTS

1. Project work may not commence until there is a fully executed Agreement between CAL FIRE and the Grantee.
2. Agreements for funds approved by the Legislature must be executed (signed) within the period of availability provided in the State budget.
3. All PTEIR development invoices and supporting documentation must be submitted to Sacramento Headquarters for review and subsequent approval of payment. Expect payment to take four to eight weeks from the time an invoice is submitted.
4. A resolution or attesting document is required on all PTEIR Grants that involve nonprofit organizations and local government entities such as Fire Protection Districts and Resource Conservation Districts. **The attestee cannot be the same individual as designated by the Board to sign the Agreement.** Please refer to the sample resolution (Appendix E). As a suggestion, on the line where it indicates 'whereas, the Board designates (designee's title)' list the title rather than a name. In the event the individual retires or leaves the organization, a new resolution designating a replacement would be required if a name is listed rather than the working title. The resolution should name the designee for not only entering into agreements on behalf of the board, but also the authorized signatory for invoices.

## APPLICATION PROCESS and PROJECT ADMINISTRATION

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

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

Stage 3 & 4 are administrative steps that require each applicant to provide the complete application package to develop a final Grant Agreement.

Once a PTEIR project is approved for funding, all PTEIR development and affiliated PTHPs must comply with the standard California Forest Practice Rules as identified under Article 6.8, sections 4598-4598-9.

The following represents the minimum information required for the application process:

## Application Process:

1. **Concept Proposal:** CAL FIRE will review the Concept Proposal for consistency with the requirements of the funding, applicant eligibility and the *Criteria for Project Evaluation and Approval* (See Appendix H). The Concept Proposal shall set forth an analysis of timberland conditions and capabilities relative to carbon sequestration and fire resiliency. The Concept Proposal shall clearly describe the management objectives and how the project will provide for the following:
  - Increased direct carbon sequestration through increased growth and inventory and long-term uneven-aged management of the timberlands.
  - Improved forest resistance to wildland fire, demonstrated through a reduction of forest fuels, construction of shaded fuel breaks and improved forest health.
  - Maintenance of large trees across the watershed.
  - Optimized timber growth potential of the timberland consistent with maintaining carbon additionality over the baseline.
  - A description of the methodology and metrics planned for use in the PTEIR to analyze and demonstrate GHG reductions achieved by the long-term management of timberlands.

Concept Proposals are to be prepared and submitted using the on-line form at [http://calfire.ca.gov/resource\\_mgt/resource\\_mgt.php](http://calfire.ca.gov/resource_mgt/resource_mgt.php). An example of the Concept Proposal form is located in Appendix A.

The Concept Proposal form must be submitted to Sacramento no later than **XXXXXXXX, 2014**.

When Concept Proposals are submitted to CAL FIRE the Grants Management Unit will log the proposal and pertinent information into a database. Concept Proposals will then be sent to the program manager for review. The program manager will review the Concept Proposals for completeness and the ability to achieve the objectives of the program. Applicants with Concept Proposals that are approved will be asked to develop a complete Project Application.

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

2. **Project Application:** During the Project Application stage, CAL FIRE will consider funding the project.

Send applications to Sacramento at the following address:

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

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

Attachment A – PTEIR Project Application. (Appendix B)

Attachment B – Scope of Work. (Appendix B)

Attachment C – Proposed Project Budget. (Appendix D)

Non-Profit Applicants: Articles of Incorporation including the Seal from the Secretary of State.

Attachments A, B, and C become part of the final Agreement between the State and the Grantee. Therefore, complete these attachments as accurately as possible to avoid delays with revisions at final signing. Revisions to Attachments A, B, and C during phase 2 will result in final documents agreed upon by the State and the Grantee as part of the Grant Agreement.

Sacramento staff will review the applications for completeness and the ability to achieve the objectives of the program. Applications found to meet the project criteria will be sent to the local CAL FIRE Unit for further review and recommendations on priority ranking of the projects. Sacramento staff will then make the final selection of projects to be funded.

3. **Grant Agreement:** After project selection is complete, and all documents are found to be in order for signing, the Grants Management Unit will prepare a Grant Agreement and forward it to the Grantee. Upon receipt of the Grant Agreement package, the grantee shall sign the three (3) original signature Grant Agreements, Attachments A, B & C and add the Board Resolution or Attesting Document granting authority to sign, and Articles of Incorporation with Standard Form 204 if a nonprofit applicant. The Agreement package shall include a complete set of the following:
  - 3 copies of the Grant Agreement with Terms and Conditions with original signatures
  - Attachment A – Final PTEIR Project Application.
  - Attachment B – Final Scope of Work.
  - Attachment C – Final Project Budget.
  - Board Resolution or Attesting Document granting authority to sign
  - Articles of Incorporation and Standard Form 204 if a nonprofit applicant
4. **Grant Award:** Grantee returns three (3) complete, original, signed Agreements to the Sacramento Coordinator no later than sixty (60) days after receiving the Grant Agreement package. Funding is encumbered by CAL FIRE Accounting Officers and the Grant Agreement is signed by the Deputy or Assistant Deputy Director for Resource Management, completing the approval process.
5. All Agreements must be signed and funds encumbered prior to the close of the fiscal year and per deadlines established by CAL FIRE Department of Accounting.
6. CAL FIRE may perform an audit of completed projects as described on page 11 under “State Audit.”

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7. Grant Termination date – All project work related to the grant must be completed by XXXXX, 2019, the termination date of the grant.

### **Project Amendments and Termination:**

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

### **Changes to Approved Project:**

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

### **Accounting Requirements:**

The Grantee shall maintain an accounting system that accurately reflects fiscal transactions, with the necessary controls and safeguards. This system shall provide a good audit trail, including original source documents such as receipts, progress payments, invoices, purchase orders, time cards, cancelled checks, etc. The system shall also provide accounting data so the total cost of each individual project can be readily determined. These records shall be retained by the grantee for a period of three (3) years after final payment is made by the State. **Avoid audit exceptions – keep accurate records.**

### **Loss of Funding: (Not a complete list)**

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

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

### **Eligible Costs:**

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

Budget Item	Eligible Cost Description
Salaries and Wages	Salaries and wages of employees employed by the grantee whom are DIRECTLY engaged in the execution of the grant project. Limited to actual time spent on the grant project. Examples of expenditures would be time related to site visits and project monitoring, completion of reporting related to the grant project. Staff time related to accounting, business services, etc. are allowed only if those functions are not included in the grantee's overhead cost.
Benefits	Employer contribution share of fringe benefits associated with employees (paid from salaries and wages Budget Item) whom are directly engaged in the execution of the grant project. This will include Social Security, Medicare, Health Insurance, Pension Plan costs, etc. as applicable for the specific employee.
Contractual	Direct consultant and contractual services necessary to achieve the objectives of the grant. Examples of contractual costs will be RPF supervision/certification, GHG verification contractor, etc. Procurement of contractual services should be documented to ensure selection on a competitive basis and documentation of price analysis.
Travel	Travel cost associated with travel to and from project sites, meetings, etc. directly related to the grant project and must be considered reasonable and necessary for the completion of the project. Reimbursement rates shall be consistent with the grantee's written travel policy. Absent a written policy, per diem shall not exceed the California Standard Per Diem Rate allowable by the U.S. General Services Administration ( <a href="http://www.gsa.gov/portal/category/100120">http://www.gsa.gov/portal/category/100120</a> ). Mileage rates shall not exceed the rates allowable by IRS ( <a href="http://www.irs.gov/Tax-Professionals/Standard-Mileage-Rates">http://www.irs.gov/Tax-Professionals/Standard-Mileage-Rates</a> ).
Supplies	Supplies that are used in the direct support of the project are allowable. Supplies exceeding \$500 per unit cost shall be documented to ensure procurement of supplies on a competitive basis and documentation of price analysis.
Other	Other costs that do not fit in any of the above categories. Cost must be directly related to the grant project. Costs such as rent, utilities, phones, general office supplies, etc.) that must be apportioned to the grant are considered indirect cost unless written justification is submitted and approved by CAL FIRE.

**Ineligible Costs:**

The following are costs ineligible for reimbursement under the grant.

- Indirect Costs – Costs associated with doing business that are of a general nature and are incurred to benefit two or more functions within the grantee organization. These costs are not usually identified specifically within the Grant Agreement, project, or activity, but are necessary for the general operation of the organization. Examples of overhead costs include salaries and benefits of employees not directly assigned to a project; functions such as personnel, accounting, budgeting, audits, business services, information technology, janitorial, and

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salaries of supervisors and managers; and rent, utilities, supplies, etc. Functions included as direct versus indirect costs must be applied consistently for all activities within the grantee organization, regardless of fund source.

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

**Payment of Grant Funds:**

Funds cannot be disbursed until there is a fully executed Grant Agreement between the State and the Grantee. Except in those cases where CAL FIRE authorizes advanced payments, all payments will be made on a reimbursement basis (i.e., the Grantee pays for services, products or supplies; invoices CAL FIRE for same; and is reimbursed by the State upon approval of the invoice). Grantees are instructed to use an invoice when requesting payment of any type. Supporting documentation for the invoice should be as follows:

<b>Budget Item</b>	<b>Required Documentation</b>
Salaries and Wages	Timesheets detailing days and hours worked on the project. Timesheet must be signed by the employee after the fact. Payroll documentation showing wages and hours paid to the employee.
Benefits	Timesheets detailing days and hours worked on the project. Timesheet must be signed by the employee after the fact. Payroll documentation showing wages and hours paid to the employee and associated fringe benefits.
Contractual	Invoices from Consultant/Contractor identifying expenditure, services performed and period of services. Documents related to consultant/contractor selection analysis shall be kept by the grantee, but available for audit purposes.
Travel	Receipts identifying travel cost (i.e., lodging, rental cars). Mileage must be documented by either employee travel claims that are signed by the employee or vehicle mileage logs for vehicles owned by the grantee. Per Diem must be documented by employee travel claims.
Supplies	Receipts identifying item purchased, cost and date of purchase. Documentation related to price analysis of procurement of supplies exceeding \$500 shall be kept by the grantee, but available for audit purposes.
Other	Invoices or receipts identifying the item and cost charged to the grant.

**Advance Payment of Grant Funds: (Non-Profits Only)**

The State may, at its discretion make advance payment to the Grantee upon written request by the Grantee. Advance payment made by the State shall be subject to the provisions listed below. Where hardship circumstances exist for the Grantee, the State will consider authorizing advance payments. The State will consider the following factors in determining whether a hardship situation exists:

- Modest reserves and potential cash flow problems of the Grantee, including the need for advance funding in order to initiate a project. A justification for advance payment may include

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items such as the inability to pay for staff, supplies, administration expenses, and secure contractors for project work.

The following provisions will be applied to advance payments:

- Multiple advance payments may be made to a Grantee over the life of a project.
- No single advance payment shall exceed 25% of the total grant amount and must be spent on eligible costs within six months of the advance payment request.
- A request for advance payment must include the same level of expenditure detail and justification as a regular invoice.
- All work under a previous advance payment must be fully liquidated via an invoice and supporting documentation and completed to the State's satisfaction before another advance payment will be made.
- The balance of unspent advance payment funds not liquidated within the six month spending period will be billed for the return of advance funds to the State. The amount will be returned to the grant balance.
- Any advance payment received by a grantee and not used for project eligible costs shall be returned to the California Department of Forestry and Fire Protection.
- Advance payments must be deposited into an interest-bearing account. Any interest earned on advance payment funds must be accounted for and reported as Program Income used toward offsetting the project cost or returned to the State.

#### **State Audit:**

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

If your project is selected for audit, you will be contacted at least 30 days in advance. The audit should include all books, papers, accounts, documents, or other records of the Grantee, as they relate to the project for which State funds were granted. Projects may be subject to an audit at any time for up to three (3) years after project completion.

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

All project records must be retained by the Grantee for a period of not less than one (1) year after the State audit or final disposition of any disputed audit findings. Grantees are required to keep source documents for all expenditures related to each grant for at least three (3) years following project completion and one (1) year following an audit.

## California Environmental Quality Act:

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

### EXPLANATION OF TERMS

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

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	the intent of the legislation. It does not require a formal amendment of the Grant Agreement.
<b>Non-Profit Organization</b>	Any California corporation organized under Sections 501(c) (3) of the Federal Internal Revenue Code. A letter of determination certifying non-profit status will be required prior to project approval.
<b>Operating Expenses (Direct Cost)</b>	Any cost that can be specifically identified as generated by and in accordance with the provisions or activity requirements of the agreement.
<b>Payee Data Record (Std. 204)</b>	Form Std. 204, "Payee Data Record" is required for non-governmental entities. The form must be submitted in order to establish a vendor number for payment and to have funds encumbered.
<b>Personnel Services</b>	This budgeted amount includes salaries and benefits for wage earning personnel employed by the grantee/contractor (not a subcontractor) and working on the project.
<b>Project Performance Period</b>	The period of time that the Project Scope of Work costs may be incurred, and the work described in the Project Scope of Work must be completed, billed and paid by the State. Only Eligible Costs incurred during the Project Performance Period will be paid.
<b>Project</b>	The activity or work to be accomplished utilizing grant funds and match (if applicable).
<b>Project Scope of Work</b>	The individual scope of work or activity describing in detail the proposed tasks identified as Attachment B, as described in enabling legislation and in the Grant Agreement.
<b>Project Budget Detail</b>	The proposed detailed budget plan identified as Attachment C.
<b>Resolution</b>	The purpose of a resolution by a Grantee's governing body is to allow the entity to sign agreements and amendments for a specific project; i.e., it allows the designated entity to enter into an agreement with the State of California, and it designates someone to sign on behalf of the Grantee's governing board. A signed resolution must be submitted at the time the signed Grant Agreements are returned to CAL FIRE's Grants Analyst, Sacramento Headquarters.

# APPENDICES

# APPENDIX A

## CAL FIRE Greenhouse Gas Reduction Funds – Forest Management Projects

### PTEIR Concept Proposal

1. Project Name/Title: \_\_\_\_\_.

Responsible person to be contacted.

Name: \_\_\_\_\_ Title: \_\_\_\_\_.

Address: \_\_\_\_\_  
Street or P. O. Box City State Zip

Phone Number: \_\_\_\_\_ Day \_\_\_\_\_ Evening \_\_\_\_\_

Organization (if any): \_\_\_\_\_.

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

Urban Forestry: \_\_\_\_\_ Fuel Reduction: \_\_\_\_\_ Reforestation: \_\_\_\_\_ Forest Legacy: \_\_\_\_\_

Forest Pest Control: \_\_\_\_\_ Program Timberland EIR: \_\_\_\_\_ Demonstration State Forest Research: \_\_\_\_\_

3. Project funding requested: \$ \_\_\_\_\_.

4. Project Location:

Township: \_\_\_\_\_ Range: \_\_\_\_\_ Section: \_\_\_\_\_ Base Meridian: \_\_\_\_\_ County: \_\_\_\_\_

Township: \_\_\_\_\_ Range: \_\_\_\_\_ Section: \_\_\_\_\_ Base Meridian: \_\_\_\_\_ County: \_\_\_\_\_

5. Approximate acreage: \_\_\_\_\_.

6. Is the project in an existing management plan (e.g., Unit fire plan, CWPP, THP)? YES: \_\_\_\_\_. NO: \_\_\_\_\_.

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

9. Describe how the proposed project will reduce Greenhouse Gas emissions or provide Greenhouse Gas benefits (see Concept Proposal criteria below).

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

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11. When could work begin on the project? \_\_\_\_\_.

12. How long will it take to complete the project? \_\_\_\_\_.

13. Concept proposal completed by Applicant (Date): \_\_\_\_\_.

Submit proposal online at [http://calfire.ca.gov/resource\\_mgt/resource\\_mgt.php](http://calfire.ca.gov/resource_mgt/resource_mgt.php)

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

### **Concept Proposal Criteria**

Complete analysis is not required for the Concept Proposal, but applicants must clearly explain and describe how the below conditions will be developed and addressed in the PTEIR. Please attach additional pages as necessary.

The Concept Proposal must set forth an analysis of timberland conditions and capabilities relative to carbon sequestration and fire resiliency. The Concept Proposal should describe the timberland management objectives and how the projects will provide for the following:

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

## **APPENDIX B**

### **PTEIR Project Application**

#### **PTEIR Project Application General Information:**

1. Upon grant approval, PTEIR development shall comply with Public Resources Code, Article 7.8, sections 4598-4598.9 and California Forest Practice Rules, Article 6.8, sections 1092-1092.32.
2. Grants provided must be for the purpose of preparing PTEIRs for projects that demonstrate a potential to increase carbon sequestration, decrease atmospheric carbon dioxide levels, and reduce the potential for large wildland fires.
3. Applicants may utilize grant funds to contract a third-party consultant, acceptable to CAL FIRE, to assist in the preparation of PTEIRs. Grant funds provided to eligible landowners must not exceed the direct costs to the eligible landowners of preparing or contracting the PTEIRs.
4. Eligible landowners must be smaller nonindustrial timberland owners with 5,000 acres or less of timberland in California.
5. Where the timberland is owned jointly by more than one individual, group, association, or corporation, as joint tenants, tenants in common, tenants by the entirety, or otherwise, the joint owners shall be considered, as one landowner.
6. Parcels considered for PTEIR funding that are zoned timberland preserve zone (TPZ) shall not be the subject of an application for rezoning or immediate rezoning pursuant to Section 51120 or 51130 of the Government Code.
7. Applicants must agree to comply with State or federal laws applicable to the work carried out pursuant to any Program Timber Harvesting Plan (PTHP) developed pursuant to a PTEIR.
8. Applicants must agree to provide the department, upon completion of each PTHP undertaken pursuant to a PTEIR, a report detailing GHG reductions achieved by the plan.
9. Successful applicants must provide the department any data or metrics on GHG reductions as requested or required by law.
10. Successful applicants on non-TPZ lands will be subject to deed restrictions requiring that timberlands not be developed for uses incompatible with the PTEIR for a period of 20 years following the Grant Agreement.
11. The applicant must have sincere intent to execute and successfully complete the PTEIR for the long-term management of timberlands to reduce GHG emissions and improve carbon sequestration.

12. PTEIRs are subject to requirements of the California Environmental Quality Act (CEQA) and its related administrative regulations. CAL FIRE is the lead agency under CEQA responsible for certifying a PTEIR.
13. By law, timber operations under a PTEIR may not occur until (1) a final Notice of Determination is completed and filed for the project and (2) a PTHP is approved by the Director of Forestry and Fire Protection.
14. NOTICE: The above information is only a summation for general situations in PTEIR development. For detail and the supporting authorization see:

PTEIR FOR CARBON SEQUESTRATION AND FUEL REDUCTION:  
Public Resources Code §§4598-4598.9

Related regulations, Board of Forestry and Fire Protection, 14 CCR:  
§§895  
§§1092-1092.32

California Environmental Quality Act (CEQA):  
Public Resources Code §§21000-21177

CEQA Guidelines:  
14 CCR §§15000-15387

Guidance in the Preparation and Review of PTEIRs, CALFIRE November 4, 2009

For Administrative Use Only

Grant Agreement Number: \_\_\_\_\_ CalMapper ID: \_\_\_\_\_

**ATTACHMENT A**  
**PTEIR Project Application**

1. Project Name: \_\_\_\_\_.

Responsible person to be contacted.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_  
Street or P. O. Box City State Zip

Phone Number: \_\_\_\_\_

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

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
Day Evening

Email Address: \_\_\_\_\_ FAX Number: \_\_\_\_\_

Address: \_\_\_\_\_  
Street or P. O. Box City State Zip

3. Project Location:

Township: \_\_\_\_\_ Range: \_\_\_\_\_ Section: \_\_\_\_\_ Base Meridian: \_\_\_\_\_ County: \_\_\_\_\_

Township: \_\_\_\_\_ Range: \_\_\_\_\_ Section: \_\_\_\_\_ Base Meridian: \_\_\_\_\_ County: \_\_\_\_\_

Latitude: \_\_\_\_\_ Longitude: \_\_\_\_\_

4. Total acres within Proposed Project Area: \_\_\_\_\_

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

If YES, Explain:

\_\_\_\_\_  
(Attach additional pages if necessary)

6. Is there an existing forest or land management plan for the proposed project area? YES: \_\_\_\_\_. NO: \_\_\_\_\_.

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

8. Is your proposed project located within an identified area of high or extreme risk? (See fire Hazard Severity Zone maps at [http://calfire.ca.gov/fire\\_prevention/fire\\_prevention\\_wildland\\_zones\\_maps.php](http://calfire.ca.gov/fire_prevention/fire_prevention_wildland_zones_maps.php). YES: \_\_\_\_\_. NO: \_\_\_\_\_.

9. Is any part of the PTEIR in a Timberland Preserve/Production Zone (TPZ) \_\_\_\_\_ Yes \_\_\_\_\_ No

If Yes, how many acres are TPZ \_\_\_\_\_

10. Has application for immediate rezoning from TPZ been made to the county or city having property tax jurisdiction?

\_\_\_\_\_ Yes \_\_\_\_\_ No

**Attachment B, Scope of Work/Project Description:**

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

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

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

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

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

**NOTE TO APPLICANT:** If you modify the language contained in any part of this document, other than to fill in the blanks, or to provide requested information, your project proposal will be rejected.

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

Executed on \_\_\_\_\_ at \_\_\_\_\_.

\_\_\_\_\_  
Original Signature Required: Grantee's Authorized Representative.

**Completing Attachment A:** The application package includes “Attachment A” found in Appendix B of these guidelines. Most of the information requested is self-explanatory in nature. Several items warrant explanation and are discussed in order as they appear on the form:

Item 7: Projects that achieve the GHG emissions objectives, have a documented assessment of need for providing wildfire protection of human infrastructure and watershed values and in addition, provide other co-benefits (e.g., reduced forest pests, airshed improvements in non-attainment air basins, invasive weed control, improvement to wildlife habitat) are preferred over projects that do not provide co-benefits. Provide a detailed description of the co-benefits of the project and the need associated with the co-benefit.

Item 8: Is the project in an area of High Risk? This item may be determined by accessing the maps on the websites at [http://calfire.ca.gov/fire\\_prevention/fire\\_prevention\\_wildland\\_zones\\_maps.php](http://calfire.ca.gov/fire_prevention/fire_prevention_wildland_zones_maps.php). If there is any difficulty in finding this information, consult the local CAL FIRE Forester for your area.

Item 11: With a separate attached document titled “Attachment B, Scope of Work,” provide a detailed description of the work proposed under the Agreement. Be specific. The project Scope of Work requires quality of information, not quantity.

**Greenhouse Gas (GHG) Benefit:** The use of the funds is dependent upon producing a GHG benefit. Your Scope of Work must describe the value of forest management and the prevention of wildland fire to the benefits/reduction of GHGs. All projects shall be designed to meet some or all of the GHG emissions objectives. These objectives include increasing carbon sequestration in trees retained on the project site, reduction of wildfire hazards to reduce wildfire emissions, utilization of biomass to offset use of fossil fuels, and utilization of solid wood materials to offset emissions resulting from removal of vegetation. All projects will include a methodology to calculate and quantify the GHG emissions benefit resulting from the project. Be specific in the description of the methodology to be used.

Questions have been provided under “Attachment B, Scope of Work” to help applicants develop GHG benefits within the planned scope of the PTEIR. The scope of work must include an adequate description of the project with clearly defined goals and objectives developed in consideration of the scoping and application criteria (See Appendix H). Applications should demonstrate how each objective and associated tasks will be addressed in the PTEIR and the expected effect on carbon sequestration, fuel reduction and forest resilience.

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

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

## Attachment B – Scope of Work

### INSTRUCTIONS

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

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

### GENERAL

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Timberland Owner(s)

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

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(Name)	(Address)	(Phone)
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2. Have you received professional advice or assistance in planning this PTEIR?  
\_\_\_\_\_ Yes \_\_\_\_\_ No. List name and address of people professionally trained in land management who are advising you on this PTEIR development.

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(Individual Name)	(Firm or Agency Name)	(Address)
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(Profession or Occupation)

3. Briefly list and describe the PTEIR long-term forest and land management goals: Applications should explain and describe how the proposed PTEIR goals and objectives will achieve the following (attach additional pages as necessary):
  - Increased direct carbon sequestration through increased growth and inventory and long-term uneven-aged management of the timberlands.
  - Improved forest resistance to wildland fire, demonstrated through a reduction of forest fuels, construction of shaded fuel breaks, improved forest health etc.
  - Maintenance of large trees across the watershed.
  - Optimized timber growth potential of the timberland consistent with maintaining carbon additionality over the baseline.
  - Demonstrated GHG reduction achieved by the long-term management of the timberland utilizing measurable metrics to be analyzed in the PTEIR.

4. Explain and describe the growth and inventory methodology for analysis of timberland conditions and capabilities relative to carbon sequestration and fire resilience:
5. Explain how project data will be reported following land management activities to detail GHG reduction achieved by the PTHPs:
6. Briefly explain past land use practices and how they have impacted the current carbon baseline conditions on the ownership:
7. What assurances can you give that PTEIR development will be successful, meet the program goals of reducing GHG emissions and improve long-term forest management for the ownership:
8. Describe the anticipated costs of developing the PTEIR and explain the accounting procedures for tracking PTEIR development costs and grant funds:
9. Provide timelines for implementing the project and methods of measuring success and accomplishments:
10. Provide any other information deemed necessary to allow for an accurate evaluation of the proposed PTEIR:
11. Provide maps of the PTEIR area depicting property boundaries, planning watersheds, road, watercourses, topography and any significant land mark features.

## **APPENDIX C**

### **STATE OF CALIFORNIA DEPARTMENT OF FORESTRY & FIRE PROTECTION**

#### **TERMS AND CONDITIONS OF GRANT AGREEMENT**

##### **I. RECITALS**

1. This agreement is entered into between the State of California, by and through the California Department of Forestry and Fire Protection (CAL FIRE), hereinafter referred to as "STATE" and \_\_\_\_\_, hereinafter referred to as "GRANTEE".
2. The STATE hereby grants to GRANTEE a sum (hereinafter referred to as "GRANT FUNDS" not to exceed \_\_\_\_\_ (\$\_\_\_\_\_)).
3. In addition to the terms and conditions of this agreement, the STATE and GRANTEE agree that the terms and conditions contained in the documents set forth below are hereby incorporated and made part of this agreement.
  - a. *Procedural Guide for PTEIRs for Carbon Sequestration and Fuel Reduction*
  - b. The submitted PTEIR Application-Attachment A, Scope of Work-Attachment B and Budget Detail-Attachment C.

##### **II. SPECIAL PROVISIONS**

1. Recipients of GRANT FUNDS pursuant to Public Resources Code (Section 4598.6) shall abide by provisions provided in this agreement, including the provision that work shall not commence prior to the execution of this Grant Agreement. Any work started prior to the execution of this agreement will not be eligible for funding under the terms of this agreement.
2. As precedent to the State's obligation to provide funding, Grantee shall provide to the State for review and approval a detailed budget, specifications, and project description. Approval by State of such plans and specifications, or any other approvals provided for in this Grant Agreement, shall be for scope and quality of work, and shall not relieve Grantee of the obligation to carry out any other obligations required by this Agreement, in accordance with applicable law or any other standards ordinarily applied to such work or activity.

3. All informational products (e.g., data, studies, findings, management plans, manuals, photos) relating to California's natural environment and produced with the use of public funds shall be available for public use.
4. Grants provided must be for the purpose of preparing PTEIRs for projects that demonstrate a potential to increase carbon sequestration, decrease atmospheric carbon dioxide levels, and reduce the potential for large wildland fires.
5. Grant funds provided to eligible landowners must not exceed the direct costs to the eligible landowners of preparing the PTEIRs.
6. The department shall pay the costs of preparing the PTEIRs, or provide grant funds to eligible landowners, from funds appropriated to the department from the Greenhouse Gas Reduction Fund, pursuant to Section 39718 of the Health and Safety Code.

### III. GENERAL PROVISIONS

#### 1. Definitions

- a. The term "Agreement" means Grant Agreement number 8XX14XXX.
- b. The term "Project Scope of Work" as used herein means the individual scope of work describing in detail the proposed tasks identified as Attachment B.
- c. The term "Project Budget Detail" as used herein defines the proposed budget plan identified as Attachment C.
- d. The term "Grant Funds" means the money provided by the State to the Grantee in this Agreement.
- e. The term "Grantee" means an applicant who has a signed Agreement for the award of grant funds.
- f. The term "Other Sources of Funds" means all matching fund sources that are required or used to complete the project beyond the grant funds provided by this Agreement.
- g. The term "Project" means the development or other activity described in the "Project Scope of Work" and detailed as Program Timberland Environmental Impact Report.
- h. The term "State" means the State of California, Department of Forestry and Fire Protection.

#### 2. Project Execution

- a. Subject to the availability of Grant monies, the State hereby grants to the Grantee a sum of money (Grant Funds) not to exceed the amount stated on Section I. RECITALS, Paragraph 3 in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of Project in this Agreement and its attachments and under the terms and conditions set forth in this Agreement.

- b. Grantee shall assume any obligation to furnish any additional funds that may be necessary to complete the Project. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the State for approval.
- c. Grantee shall complete the Project in accordance with the time of Project performance set forth on the signature page, unless an amendment has been formally granted by the State and under the terms and conditions of this Agreement. Amendments may be requested in advance and will be considered in the event of circumstances beyond the control of the Grantee, but in no event less than 90 days from the Grant Agreement expiration date. Approval of amendment is at the State's discretion.
- d. Grantee shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et. seq. Title 14, California Code of Regulations, Section 15000 et. seq.) and other environmental laws.
- e. Grant funds will be made available in advance of CEQA compliance for PTEIR project activities that do not have the potential to cause a direct environmental impact (e.g., project planning, locating and marking property or project boundaries, contacting and signing up landowners).
- f. Grantee certifies that the Project Scope of Work complies with all local and State laws and regulations.
- g. Grantee shall permit periodic site visits by representative(s) of the State to ensure program compliance and if work is in accordance with the approved Project Scope of Work, including a final inspection upon Project completion.
- h. Grantee agrees to submit in writing to the State for prior approval any deviation from the approved Project Scope of Work per Attachment B and the Application identified as Attachment A.
- i. Changes in Project Scope of Work must continue to meet the need cited in the original application or they will not be approved. Any modification or alteration in the Project as set forth in the Grant Proposal Project Scope of Work on file with the State must be submitted to the State for prior approval.
- j. The grantee, and the agents and employees of Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers, or employees or agents of the State.
- k. Work completed under the requirements of the California Forest Practice Rules, Title 14, California Code of Regulations Chapters 4, 4.5, and 10, and the Z'Berg-Nejedly Forest Practices Act, Division 4, Chapter 8 of the Public Resources Code, is not eligible for funding under this Agreement.

### 3. Project Costs and Payment Documentation

- a. The Grant Funds to be provided to Grantee under this Agreement will be disbursed for eligible costs as follows, but not to exceed in any event the amount set forth on Section I. RECITALS, Paragraph 3 of this Agreement.
- b. Payment by the State shall be made after receipt of an acceptable invoice and approval by a duly authorized representative of the State. The Grantee shall submit an invoice for payment to the Grant Officer of the State. A final invoice shall be submitted no later than 30 days after completion or expiration of this Agreement, as specified in this Agreement.
- c. For services satisfactorily rendered, and upon receipt and approval of invoices for payment, the State agrees to compensate the Grantee for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- d. Grantee shall submit, in arrears, not more frequently than once a month, and no less than quarterly, an invoice to the State for costs paid by the Grantee pursuant to this Agreement. Each invoice shall contain the following information: The Agreement number; the dates or time period during which the invoiced costs were incurred; expenditures for the current invoice and cumulative expenditures to date by major budget category (e.g., salaries, benefits, supplies); appropriate supporting documentation; project progress reports and the signature of an authorized representative of the Grantee, as detailed in the Invoice Guidelines of the *Procedural Guide for PTEIR Carbon Sequestration and Fuel Reduction*.
- e. Grant Funds in this award have a limited period in which they must be expended. All Grantee expenditures must occur prior to the end of the Project Performance Period of this Agreement.
- f. Except as otherwise provided herein, the Grantee shall expend Grant Funds in the manner described in the Project Budget approved by the State. The dollar amount of an item in the Project Budget may be increased or decreased by up to ten percent (10%) of the Budget Item through reallocation of funds from another item or items, without approval by the State; however, the Grantee shall notify the State in writing when any such reallocation is made, and shall identify both the item(s) being increased and those being decreased. Any increase or decrease of an item of more than ten percent (10%) of the Budget Item must be approved in writing by the State. A formal approved amendment is required to increase the total amount of Grant Funds.
- g. Grantee shall promptly submit records at intervals and in such form as State may request. Payment by the State shall be made after approval of the project. The Grantee shall submit each Invoice for Payment with supporting documentation and progress reports to the Grant Officer of the State. Invoices shall be signed and dated by an authorized Grantee representative and include the Agreement Number and shall be submitted not more frequently than monthly in arrears to:

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

- h. Final invoice for payment must be presented upon completion of Agreement and no later than 30 days after the termination of the Agreement.
- i. Advance Payment: Notwithstanding any of the provisions stated within this Agreement, the State may at its discretion make advance payment to the Grantee, upon written request by the Grantee. Advance payment made by the State shall be subject to these provisions below.

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

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

The following guidelines will be applied to advance payments:

- Multiple advance payments may be made to a Grantee over the life of a project.
- No single advance payment shall exceed 25% of the total grant amount and must be spent on eligible costs within six months of the advance payment request.
- A request for advance payment must include the same level of expenditure detail and justification as a regular invoice.
- All work under a previous advance payment must be fully liquidated via an invoice and supporting documentation and completed to the State's satisfaction before another advance payment will be made.
- The balance of unspent advance payment funds not liquidated within the six month spending period will be billed for the return of advance funds to the State. The amount will be returned to the grant balance.
- Any advance payment received by a grantee and not used for project eligible costs shall be returned to the California Department of Forestry and Fire Protection.
- Advance payments must be deposited into an interest-bearing account. Any interest earned on advance payment funds must be accounted for and reported

as Program Income used toward offsetting the project cost or returned to the State.

#### 4. Budget Contingency Clause

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

#### 5. Project Administration

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

#### 6. Financial Records

- a. Grantee shall maintain satisfactory financial accounts, documents and records for the Project and agrees to make them available to the State for auditing at reasonable times. Grantee shall also retain such financial accounts, documents and records for three (3) years after final payment and one (1) year following an audit.
- b. Grantee and State agree that during regular office hours each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Agreement or matters related thereto. Grantee shall maintain and make available for inspection by the State accurate records of all of its costs, disbursements and receipts with respect to its activities under this Agreement.
- c. Grantee shall keep such records as State shall prescribe, including records which fully disclose (a) the disposition of the proceeds of State funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any

other such records as will facilitate an effective audit. All records shall be made available to the State for auditing purposes at reasonable times. Such accounts, documents, and records shall be retained by the Grantee for at least three (3) years following final payment.

- d. Grantee shall use any generally accepted accounting system.

## 7. Project Termination

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

## 8. Hold Harmless

- a. Grantee shall defend, indemnify and hold State, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Grantee, its officers, agents or employees. The duty of the grantee to indemnify and hold harmless includes the duty to defend as set forth in Civil Code Section 2778. This Agreement supersedes the grantee's right as a public entity to indemnity (see Government Code Section 895.2) and contribution (see Government Code Section 895.6) as set forth in Government Code Section 895.4.

The grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the State, its officers, agents or employees, for any liability resulting from, growing out of, or in any way connected with or incident to this

Agreement. Nothing in this Agreement is intended to create in the public or in any member of it rights as a third-party beneficiary under this Agreement.

## 9. Indemnification Clause

### FEDERAL:

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

### STATE:

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

## 10. Nondiscrimination

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

## 11. Incorporation

- a. The Grant Guidelines and the Project Scope of Work, Budget Detail and any subsequent changes or additions to the Project Scope of Work, Budget Detail approved in writing by the State are hereby incorporated by reference into this Agreement as though set forth in full in this Agreement.

## 12. Severability

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

### 13. Waiver

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

### 14. Assignment

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

## APPENDIX D

### Attachment C – Project Sample Budget

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

## **Attachment C Project Budget Instructions**

The format as specified in Attachment C shall be used by Grantees when developing PTEIR budgets. Attachment C must show the total amount funded, matching funds, and the total project cost. Matching funds are not a prerequisite; however, they may influence the decision to approve a project during periods when funding is limited. A budget adjustment or amendment will be required to redirect dollars from one line item to another or from one task to another after execution of the Agreement. The adjustment should include information regarding all line items and task changes that are affected.

### **Budget Items Defined**

#### **Project Administration – Personnel Services**

Services provided by the Grantee's employees directly engaged in project execution must be computed according to the Grantee's prevailing wage or salary scales, and may include fringe benefit costs such as vacation, sick leave, social security contributions, etc., that are customarily charged to the recipient's various projects. Costs charged to the project must be computed on actual time spent on a project as well as payroll records. Overtime costs may be allowed under the recipients established policy provided the regular work time was devoted to the same project. An hourly or daily rate must be provided, and this rate must reflect the total cost for use of the employee including fringe benefits.

#### **Project Administration – Professional Services**

Services provided by professional accounting or book keeping professionals for the purpose of maintaining financial records directly related to the project.

#### **Project Administration – Facilities**

The portion of rent, utilities, and phone that are **directly related to the project** may be billed. Directly related to the project may take the form of prorated costs for facilities based on the portion of office activities that are devoted to the project. Invoices billed against these line items must include an explanation of how they were computed.

#### **Operating Expenses**

Operating expenses may include printing, supplies, and travel as defined by the "Explanation of Terms" section of this Guide. Types of operating expenses must be listed. Travel will be reimbursed at or below the rate allowed for State employees. Printing Costs &/or Postage for pamphlets or brochures must be specific to the project area and not general community outreach programs that are beyond the project scope of operations.

#### **Compliance with CEQA – Professional and Consultant Services**

Professional and Consultant Services (subcontracts) include the cost for compliance with the California Environmental Quality Act (CEQA). These expenses would include the writing and filing of environmental documents; specifically the Program Timberland Environmental Impact Report. The services of a Registered Professional Forester (RPF) or other resource professionals (e.g., biologist, botanist, geologist, and archaeologist) may be included under this category for the preparation of environmental documents.

**Compliance with CEQA – Environmental Fees**

Examples for these items would include fees for smoke management plans paid to Air Quality Management Districts, and Department of Fish & Wildlife fees for document review.

**Project Implementation – Professional and Consultant Services**

Costs associated with hiring a consultant such as a Registered Professional Forester (RPF) or other resource professionals (e.g., biologist, botanist, geologist, and archaeologist) to assist with project design, layout, and supervision.

**Project Implementation – Contractual Work**

This is the cost of doing project work by increment. For example, fuel breaks would list cost per acre. Chipping projects may be listed as cost per ton or per lot. Costs for crews may be shown as cost per hour or cost per day.

**APPENDIX E**

**Sample Resolution**

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

**IN THE MATTER OF:**

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

**BE IT RESOLVED** by the Board of Directors of the **(NAME OF COUNTY, CITY, DISTRICT, OR OTHER LOCAL PUBLIC ENTITY)**, that said Board does hereby approve the agreement with the California Department of Forestry and Fire Protection dated **(Month, day, year)**. This agreement provides **(Type of service)** during the State fiscal year **(i.e., 2002/2003)**.

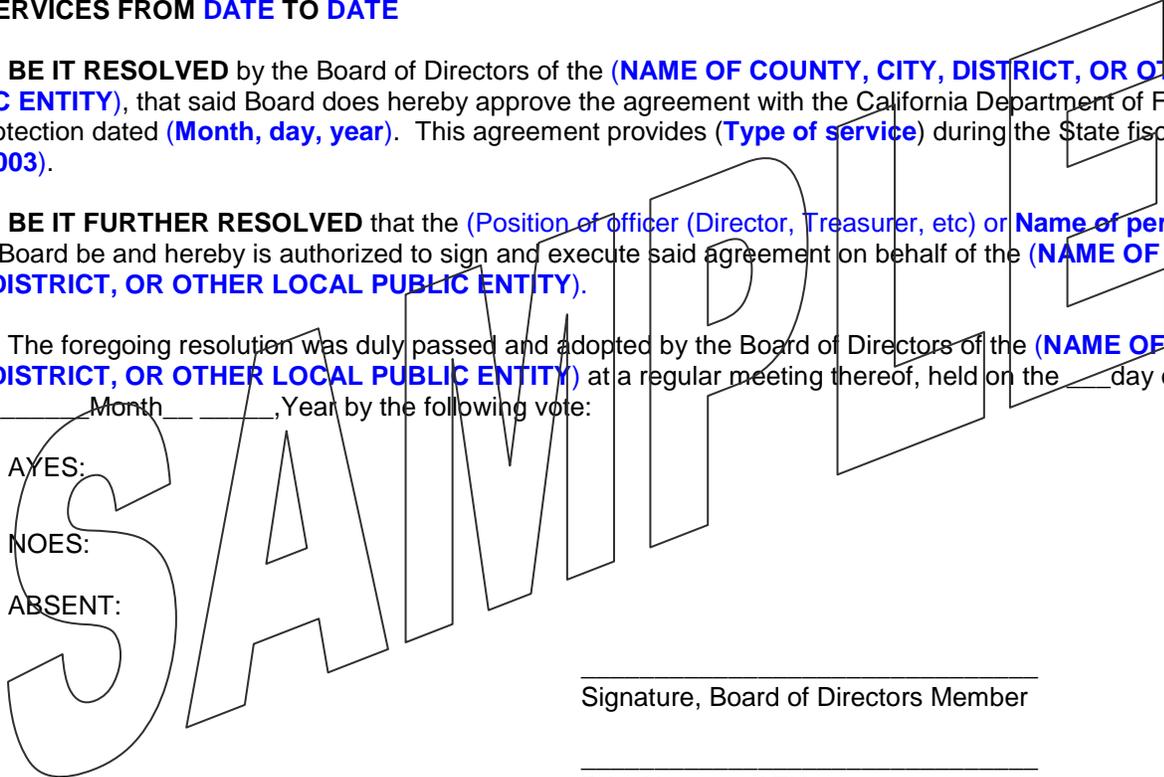
**BE IT FURTHER RESOLVED** that the **(Position of officer (Director, Treasurer, etc) or Name of person and Title)** of said Board be and hereby is authorized to sign and execute said agreement on behalf of the **(NAME OF COUNTY, CITY, DISTRICT, OR OTHER LOCAL PUBLIC ENTITY)**.

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

AYES:

NOES:

ABSENT:



\_\_\_\_\_  
Signature, Board of Directors Member

\_\_\_\_\_  
Print Name and Title

**ATTEST:**

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

\_\_\_\_\_  
Signature

SEAL OR NOTARY CERTIFICATON

**APPENDIX F**

**Payee Data Record**

**State of California Standard Form 204**



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

## **APPENDIX G**

### **Invoice Guidelines and Sample Invoice**

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

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

**Grantee Name**

Street Address  
 Street Address2  
 City, ST ZIP Code

# INVOICE

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

**DATE:** Month DD, YYYY  
**INVOICE #:** 100

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

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

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

Check all those that apply:

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

Direct questions to: Name

XXX-XXX-XXXX Ext. XXXX  
 Email address

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

Signature of Authorized Official \_\_\_\_\_ Date \_\_\_\_\_ Printed Name \_\_\_\_\_ Title \_\_\_\_\_

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

## **APPENDIX H**

### **Criteria for Project Evaluation and Approval**

Projects will be evaluated based on their ability to demonstrate compliance with the following General Project Scoping Criteria and Project Application Criteria:

#### **General Project Scoping Criteria:**

- The project demonstrates a potential to increase carbon sequestration, decrease atmospheric carbon levels, and reduce the potential for large wildland fires.
- The applicant is a smaller nonindustrial timberland owner with 5,000 acres or less of timberland in California.
- The applicant shows a high potential for completing the project, has a well defined plan and demonstrates a reasonable likelihood of success.
- The applicant demonstrates specific, advance planning for long-term forest management and sustainability in carbon sequestration following the conclusion of the grant period.
- The project clearly shows how the budget will be spent and costs are reasonable in proportion to the proposed deliverables.
- The total amount requested is appropriate for the scope of the project.

#### **Project Application Criteria:**

*Note: project Application Criteria will be applicable to both Concept Proposals and Project Applications*

- Applications are accurate, complete and detail long-term forest and land management objectives.
- Initial Concept Proposal identifies a methodology for analysis of timberland conditions and capabilities relative to carbon sequestration and fire resilience.
- Proposal/Applications were submitted according to application due dates.
- The application contains timelines to implement the project and ways to measure success.
- The application clearly defines how the project will be accomplished and includes measurable outcomes (forest management objective defined, growth and inventory described, monitoring management activities are clear and achievable, etc.)
  - Applications/Proposal describes how the following will be achieved:
    - Increased direct carbon sequestration through increased growth and inventory and long-term uneven-aged management of the timberlands.
    - Improved forest resistance to wildland fire, demonstrated through a reduction of forest fuels, construction of shaded fuel breaks, improved forest health etc.
    - Maintenance of large trees across the watershed.
    - Optimized timber growth potential of the timberland consistent with maintaining carbon additionality over the baseline.

- Demonstrated GHG reduction achieved by the long-term management of the timberland utilizing measurable metrics to be analyzed in the PTEIR.
- Priority shall be given to projects which in addition to achieving the GHG emissions objectives, have a documented assessment of need for providing wildfire protection of human infrastructure and watershed values, and provide other co-benefits (reduced forest pests, airshed improvements in non-attainment air basins, invasive weed control, improvement to wildlife habitat etc.)

*Competing Project Applications will be selected based on degree of compliance with the above criteria.*

### **Metrics and Analysis:**

PTEIRs must clearly explain and demonstrate how planned long-term forest management will improve the carbon sequestration potential of timberlands. This can be expressed through uneven-aged management focused at the retention of large trees across watersheds.

One tool to assist applicants in assessing carbon sequestration and GHG emissions resulting from timber harvesting activities is the Greenhouse Gas (GHG) Calculator Spreadsheet. The GHG Calculator Spreadsheet and accompanying GHG Emissions Calculator User Guide can be found on the CAL FIRE website at:

[http://calfire.ca.gov/resource\\_mgt/resource\\_mgt\\_forestpractice\\_pubsmemos\\_memos.ph](http://calfire.ca.gov/resource_mgt/resource_mgt_forestpractice_pubsmemos_memos.ph)