

DEPARTMENT OF FORESTRY AND FIRE PROTECTION

P.O. Box 944246 SACRAMENTO, CA 94244-2460 (916) 653-7772 Website: www.fire.ca.gov



December 15, 2016

Creighton Avila County of El Dorado 330 Fair Lane Placerville, CA 95667

5GA16101; El Dorado County - Dead Tree Service Gap

This agreement cannot be considered binding on either party until approved by appropriate authorized CAL FIRE designee. No services should be provided prior to approval, as the State is not obligated to make any payments on any Agreement prior to final approval. FAILURE TO RETURN ALL DOCUMENTS BY DATE BELOW MAY RESULT IN LOSS OF FUNDING.

Please contact Patrick McDaniel at (530) 647-5288 if you have questions concerning services to be performed. Please contact Bobby Nguyen at (916) 651-6620 if you have any administrative questions or concerns.

- 1. Full grant agreement including terms and conditions, project grant application form, scope of work, budget and map enclosed. Print (single sided) and return three (3) sets of agreements with original signatures in blue ink. In addition, please return the forms below, as applicable to your entity, to be received by CAL FIRE no later than **January 31, 2017**.
 - Attachment 5 Std. 204 Payee Data Record http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf
 - Attachment 7 Board Resolution or Attesting Document granting authority to sign (non-profit and local entity applicants) Return all originals and requested documents for further processing to:

Department of Forestry and Fire Protection

Attention: Grants Management Unit/SRA Fire Prevention Fund Grant

P.O. Box 944246

Sacramento, CA 94244-2460

As CAL FIRE has a limited time to obligate these funds, it is highly recommended that all originals are sent via overnight mail to the following physical address:

1300 U Street

Sacramento, CA 95818

- 2. Please initial change(s) made on all copies of the agreement on page(s) as marked.
- 3. Enclosed for your record is one fully executed copy of the agreement referenced above. When billing for services performed under this agreement, your invoices must reference the agreement number above and be submitted to the contract manager.

Thank you,

Bobby Nguyen Grants Analyst

Grants Management Unit

Enclosures

State of California Dept. of Forestry and Fire Protection (CAL FIRE) Resource Management GRANT AGREEMENT

APPLICANT: County of El Dorado

PROJECT TITLE: El Dorado County - Dead Tree Service Gap

GRANT AGREEMENT: 5GA16101

PROJECT PERFORMANCE PERIOD IS from Upon Approval through March 15, 2019.

Under the terms and conditions of this Grant Agreement, the applicant agrees to complete the project as described in the project description, and the State of California, acting through the Dept. of Forestry & Fire Protection, agrees to fund the project up the total state grant amount indicated.

PROJECT DESCRIPTION: Provide a Tree Mortality (TM) project for private property owners living in County Responsibility Area High Hazard Zones, who have dead trees on their property within 300 ft of their dwelling and who are also not being served by any other TM efforts.

Total State Grant not to exceed \$ 199,998.00 (or project costs, whichever is less) *The Special and General Provisions attached are made a part of and incorporated into this Grant Agreement. STATE OF CALIFORNIA **County of El Dorado DEPARTMENT OF FORESTRY** AND FIRE PROTECTION Applicant Ву By Signature of Authorized Representative Title: Helge Eng, Title **Deputy Director, Resource Management** Date Date **CERTIFICATION OF FUNDING** AMOUNT OF ESTIMATE **GRANT AGREEMENT NUMBER FUND FUNDING** \$199,998.00 5GA16101 ADJ. INCREASING APPROPRIATION **ENCUMBRANCE** \$ 0.00 General ADJ. DECREASING **FUNCTION ENCUMBRANCE** \$ 0.00 **General Fund** UNENCUMBERED BALANCE LINE ITEM CHAPTER STATUTE FISCAL YEAR ALLOTMENT \$ 199,998.00 3540-001-0001 2016 16/17 23 PROJECT/WORK PHASE B.R. NO. INDEX OBJ. PCA T.B.A. NO. **EXPEN** FY 16/17 9212 418 94372 **VENDOR#** I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.

SIGNATURE OF CAL FIRE ACCOUNTING OFFICER DATE

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 County of El Dorado, hereinafter referred to as "GRANTEE".
- 2. The STATE herby grants to GRANTEE a sum (hereinafter referred to as "GRANT FUNDS") not to exceed One Hundred Ninety Nine Thousand Nine Hundred Ninety Eight Dollars (\$199,998.00).
- 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. State Responsibility Area Fire Prevention Fund and Tree Mortality Grant Program Procedural Guide
 - b. The submitted Application, Scope of Work, Budget Detail, and Exhibits

II. SPECIAL PROVISIONS

- Recipients of GRANT FUNDS pursuant to Chapter 23, Statutes of 2016 shall abide by the provisions in this Agreement. This includes the requirement that work shall not commence prior to the execution of this Agreement by both parties. 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 the STATE of such plans and specifications, or any other approvals provided for in this Agreement, shall be for scope and quality of work, and shall not relieve GRANTEE of the obligation to carry out any other obligations required by this Agreement, in accordance with applicable law or any other standards ordinarily applied to such work or activity.
- 3. All informational products (e.g., data, studies, findings, management plans, manuals, photos, etc.) relating to California's natural environment produced with the use of GRANT FUNDS shall be available for public use.

III. GENERAL PROVISIONS

- 1. Definitions
 - a. The term "Agreement" means grant agreement number 5GA16101.

- b. The term "GRANT FUNDS" means the money provided by the STATE to the GRANTEE in this Agreement.
- c. The term "GRANTEE" means an applicant who has a signed Agreement for the award for GRANT FUNDS.
- d. 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.
- e. The term "STATE" means the State of California, Department of Forestry and Fire Protection (CAL FIRE).
- f. The term "Project" means the development or other activity described in the "Project Scope of Work".
- g. The term "Project Budget Detail" as used herein defines the approved budget plan.
- h. The term "Project Scope of Work" as used herein means the individual scope of work describing in detail the approved tasks.

2. Project Representatives

The project representatives during the term of the agreement will be:

STATE: CAL FIRE	GRANTEE: County of El Dorado
Section/Unit: AEU - Amador-El Dorado Unit	Section/Unit: N/A
Attention: Patrick McDaniel	Attention: Creighton Avila
Mailing Address:	Mailing Address:
2840 Mt. Danaher Road	330 Fair Lane
Camino, CA 95709	Placerville, CA 95667
Phone Number: (530) 647-5288	Phone Number: 530-621-6511
Email Address: Patrick.McDaniel@fire.ca.gov	Email Address: creighton.avila@edcgov.us

Changes to the project representatives during the term of the agreement shall be made in writing. Notice shall be sent to the above representative for all notice provisions of this Agreement.

3. Project Execution

- Subject to the availability of grant monies, the STATE hereby grants to the GRANTEE a sum of money (GRANT FUNDS) not to exceed the amount stated on Section I. RECITALS, Paragraph 2 in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of the 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 amendment to the Project as set forth in the Application on file with the STATE must be submitted to the STATE for approval in writing. No amendment is allowed until written approval is given by the STATE.
- c. GRANTEE shall complete the Project in accordance with the time of Project performance set forth in this Agreement, unless an amendment has been approved and signed by the STATE under the terms and conditions of this Agreement. Amendments must 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 30 days from the Agreement expiration date and in no event less than 30 days before the effective date of the amendment. Approval of amendment is at the STATE's discretion.
- d. GRANTEE certifies that the Project Scope of Work complies with all local, State, and federal laws and regulations.
- e. GRANTEE shall comply with the California Environmental Quality Act (CEQA) (Public Resources Code, Section 21000, et. seq. Title 14, California Code of Regulations, Section 15000 et. seq.) and all other local, State, and federal environmental laws. A copy of the certified CEQA document must be provided to STATE before any GRANT FUNDS are made available for any Project activity that could directly impact the environment (e.g. cutting, piling or burning bush, masticating, dozer work, etc.). CEQA compliance shall be completed within one (1) year from start date of the Agreement. The start date is considered the date the last party signs the Agreement. GRANT FUNDS will be made available in advance of CEQA compliance for project activities that do not have the potential to

- cause a direct environmental impact (e.g. project planning, locating and marking property or project boundaries, contacting and signing up landowners, etc.).
- f. GRANTEE shall permit periodic site visits by representative(s) of the STATE to ensure program compliance and that work is in accordance with the approved Project Scope of Work, including a final inspection upon Project completion.
- g. GRANTEE, and the agents and employees of GRANTEE, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents, of the STATE.

4. Project Costs and Payment Documentation

- a. Payment by the STATE shall be made after receipt of an acceptable invoice and approval by a duly authorized representative of the STATE. GRANTEE shall submit an invoice for payment to the CAL FIRE Project Representative of the STATE. A final invoice shall be submitted no later than 30 days after completion, expiration, or termination of this Agreement.
- b. For services satisfactorily rendered, and upon receipt and approval of invoices for payment, the STATE agrees to compensate GRANTEE for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto, as Attachment 3 Final Project Budget, and made a part of this Agreement.
- c. GRANTEE shall submit, in arrears, not more frequently than once a month, and no less than quarterly, an invoice to the STATE for costs paid by GRANTEE pursuant to this Agreement. Each invoice shall contain the following information: the Agreement number, the dates or time period during which the invoiced costs were incurred, expenditures for the current invoice and cumulative expenditures to date by major budget category (e.g., salaries, benefits, supplies, etc.), appropriate supporting documentation, project progress reports, and the signature of an authorized representative of GRANTEE as detailed in the Invoice Guidelines of the State Responsibility Area Fire Prevention Fund and Tree Mortality Grant Program Procedural Guide.
- d. GRANT FUNDS in this Agreement 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.
- e. Except as otherwise provided herein, GRANTEE shall expend GRANT FUNDS in the manner described in the Project Budget Detail approved by

the STATE. The dollar amount of an item in the Project Budget Detail may be increased or decreased by up to ten percent (10%) of the budget item through reallocation of funds from another item or items, without approval by the STATE; however, GRANTEE shall notify the STATE in writing in project progress reports 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 before any such increase or decrease is made. A formal approved amendment is required to increase the total amount of GRANT FUNDS.

- f. GRANTEE shall promptly submit any and all records at the time and in the form as the STATE may request.
- g. GRANTEE shall submit each invoice for payment to:

California Department of Forestry & Fire Protection Attention: Patrick McDaniel 2840 Mt. Danaher Road Camino, CA 95709

- h. Notwithstanding any of the provisions stated within this Agreement, the STATE may at its discretion make advance payment to the GRANTEE, if GRANTEE is a Community-based private non-profit agency, upon written request by the GRANTEE. Advance payment made by the STATE shall be subject to the circumstance and 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 to 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. The balance of unspent advance payment funds not liquidated within the six month spending period

will be billed for the return of the advanced funds to the STATE. The amount will be returned to the grant balance.

- 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.
- Any advance payment received by a GRANTEE and not used for project eligible costs shall be returned to CAL FIRE.
- 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.

5. Budget Contingency Clause

a. If STATE funding for any fiscal year is reduced or deleted for purposes of the TM grant program, the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or if possible and desirable, offer an Agreement amendment to GRANTEE to reflect the reduced amount available for the Project.

6. Project Administration

- a. GRANTEE shall provide the STATE a written report showing total final Project expenditures and matching funds before work on the Project begins. GRANTEE must report to the STATE all sources of other funds for the Project. If this provision is deemed to be violated, the STATE will request an audit of GRANTEE and can delay the disbursement of funds until the matter is resolved.
- b. GRANTEE shall promptly submit written Project reports as the STATE may request throughout the term of this Agreement.
- c. GRANTEE shall submit a final accomplishment report, final invoice with associated supporting documentation, and copies of materials developed using GRANT FUNDS, including but not limited to plans, educational materials, etc. within 30 days of Project completion.

7. Financial Records

- a. GRANTEE shall retain all records described in Section 7(c) below for three (3) years after final payment by the STATE. In the case an audit occurs, all such records shall be retained for one (1) year from the date is audit is completed or the three (3) years, whichever date is later.
- b. GRANTEE shall maintain satisfactory financial accounts, documents, and records for the Project and make them available to the STATE for review during reasonable times. This includes the right to inspect and make copies of any books, records, or reports of GRANTEE pertaining to this Agreement or matters related thereto.
- c. GRANTEE shall keep such records as the STATE shall prescribe, including, but not limited to, 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, other State of California agency, or other entity as determined by the State of California for auditing purposes at reasonable times.
- d. GRANTEE shall use any generally accepted accounting system.

8. Project Termination

- This Agreement may be terminated by the STATE or GRANTEE upon 30days written notice to the other party.
- b. If either party terminates the Agreement prior to the completion of the Project, 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 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 GRANTEE to comply with the terms of this Agreement may be cause for suspension of all obligations of the STATE hereunder at the discretion of the STATE.
- d. Failure of 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 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 to GRANTEE may not be made until the STATE determines the Project conforms substantially to this Agreement.

9. Hold Harmless

- a. GRANTEE shall defend, indemnify and hold the 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 GRANTEE to indemnify and hold harmless includes the duty to defend as set forth in Civil Code Section 2778. This Agreement supersedes GRANTEE's right as a public entity to indemnity (see Government Code Section 895.2) and contribution (see Government Code Section 895.4.
- b. GRANTEE waives any and all rights to any type of express or implied indemnity or right of contribution from the STATE, its officers, agents, or employees for any liability resulting from, growing out of, or in any way connected with or incident to this Agreement.
- c. Nothing in this Agreement is intended to create in the public or in any member of it rights as a third-party beneficiary under this Agreement.

10. Tort Claims

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, Title 1, Division 3.6, providing for the filing of tort claims against the State of California, for personal injuries or property damage resulting from the negligent or wrongful act or omission of State of California

employees while acting within the scope of his or her employment, arising out of this Agreement.

11. Nondiscrimination

The State of California 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. GRANTEE shall not discriminate against any person on any of these bases.

12. Incorporation

The grant guidelines and the Project Scope of Work, Project Budget Detail and any subsequent amendments or modifications to the Project Scope of Work and Project 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.

13. Severability

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.

14. Waiver

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.

15. Assignment

This Agreement is not assignable by GRANTEE either in whole or in part.



California Department of Forestry and Fire Protection (CAL FIRE) SRAFPF & TM Grant Application Fiscal Year 2016-17 Funding Opportunity



Please fill out this form completely. Be sure to save a copy of this form for your records. Submit 1 printed copy with original signature(s) and 1 electronic copy and all supporting materials to: California Department of Forestry and Fire Protection, Attention: Grants Management Unit - SRAFPF & TM Grant, P.O. Box 944246, Sacramento, CA 94244-2460. E-mail an electronic copy to CALFIRE.Grants@fire.ca.gov. Be sure to include all attachments.

	Please comple	ete the	project iden	tificatio	n informati	ion.	
Is your project tre	ee mortality related?		Yes	\bigcirc N	0		
Is your project in	the State Responsibility Area?		○ Yes	⊚ N	0		
1. Project Trac	king #: 16-AEU-0005		CalMap	oer ID:			
Project Name/Tit	le: El Dorado County - Dead Tree Se	ervice G	ар				
County: El Dora	cAL FIRE Unit/Cor	ntract Co	ounty: AEU - An	nador-El	Dorado Unit	Ple	ease use this 3-letter Unit identifier for file naming (see questions 5 & 14)
2. Sponsoring	Organization: County of El Dorad	do					
Organization Typ	ee: County Government		If Other,	Please s	pecify:		
Project Manage	Title: Principal Administrative An	alyst					
First Name: Creig	hton		Last N	ame: Av	vila		
Address 1: 330 F	air Lane						
Address 2:							
City: Placerville		State:	California			Zip Code:	95667
Phone Number:	530-621-6511		Secondary P	hone Nu	mber: 530-6	21-5567	
Email Address:	creighton.avila@edcgov.us			F	ax Number:		
3. For which ac	tivity is funding being request	ed?					
Removal of Dead	d or Dying Trees						
If Other, Please s	specify						
	!: Please provide the estimated start Note that final billing is due 30 days		•			-	

Tracking #: 16-AEU-0005

Project Start Date: 1/1/2017

Project Name: El Dorado County - Dead Tree Service Gap

Project Completion Date: 03/15/2019

•		•	-	oint that identifi	_	-	•	Enter the i	nformation in I	NAD 83 -
Latitude	N	38	45	40	Longitude	W	120	° 31 ′	49 "	

Latitude must be between 32 and 42 degrees. Longitude must be between 114 and 125 degrees. Latitude and Longitude minutes and seconds must be between 0 and 60. For planning or public education projects, use a central point in the SRA for the general area covered by the project.

Please attach a Project map in PDF format with geographic information describing your project location. The map should show the surrounding area in relation to the project. File naming convention: Features should be named with the Tracking # and Feature Type. Example: 16-UUU-XXXX-MAP.pdf

"Project Area" is the general area where project activities will reduce wildfire risk and/or damage. All projects must have a project area. For planning or public education grants or other projects that don't have well-defined boundaries, provide a map that generally covers the area. For example, for a county-wide public education project, the map should identify the populated portion of the SRA in the county.

6. Project Area Statistics:

For all projects, give an estimate of the project area size and include an estimate of the number of habitable structures impacted by the project. Provide the size of the treatment area for projects that include fuels treatment.

Habitable Dwellings (# of dwellings):	8,828
Project Area (acres):	215,129
Fuels Treatment Area (acres):	42

7. SRA Fire Hazard Severity Zones (FHSZ):

What SRA Fire Hazard Severity Zones (FHSZ) are in the project area? SRA Fire Hazard Severity Zone ratings are available at: http://calfire.ca.gov/fire_prevention/fire_prevention_wildland_zones.php

Please provide an approximate number of acres or percentage of the project area in each zone.

FHSZ Rating	Acres	Percent	
Very High	89,569	24.78] %
High	23,852	6.6] %
Moderate	32,854	9.09] %
Non SRA (Federal or Local Area)	215,129	59.53] %
TOTAL	361,40	100	%

Acres Note: Total acres must be the same as Item 6 Project Area (Acres). Percent Note: Total % must be 100%

Tracking #: 16-AEU-0005

Project Name: El Dorado County - Dead Tree Service Gap

If checked, describe existing plan(s) a	nd the limitations, if any, in the a	ttached Scope of Work	-
		ortion of the proposed p	project area for which a "Notice of
If checked, provide the THP identification	number and describe the relationsh	nip to the project in the at	tached Scope of Work document.
THI	P ID Number:		
			y At Risk? See
If so, what is the name of the community? If none, enter "none".			
Num	ber of Communities in the projec	t area: 22	
11. Project Budget: What is the proposed budget? Please include Project Budget workbook (.xls).		dget in the Scope of Wo	ork and enter the amount from the
	-	\$100,008,00	
	Grant Fortion of project (\$)	\$199 ₁ 990.00	
	Equipment Purchases (\$)	\$0.00	
	Partners (\$)	\$0.00	
	Total Project Budget (\$)	237,671	
Is the project in, consistent with, or build on	a larger plan that deals with the		act to habitable structures in the SRA
CAL FIRE Unit Strategic Fire Plan	n	Fire Safe Council	Action Plan
County Fire Department Strate	gic Fire Plan	FIREWISE Commu	unity Assessment
Are there any existing forest or land management plans: Conservation Easements; Covenant, Conditions & Restrictions (CC&R's); m related to zoning; use restrictions, or other factors that can or will limit the fire prevention proposed activity? If checked, describe existing plan(s) and the limitations, if any, in the attached Scope of Work. 9. Timber Harvest Plans: For fuel reduction projects, is there a timber harvesting document on any portion of the proposed project area for which a "Notice Completion" has not been filed with CAL FIRE? If checked, provide the THP identification number and describe the relationship to the project in the attached Scope of Work document. THP ID Number:		fire Protection Plan	
☐ Homeowners' Association Plan		☑ Other Local Plan	(Identify in Scope of Work)

Tracking #: 16-AEU-0005

Project Name: El Dorado County - Dead Tree Service Gap

	npliance with		to meet CEQA requirements?
Please indicate the	e CEQA docu	ment type: Will File	For planning, education and other projects that are exempt from CEQA, select "Not Applicable".
Document Identifi	ication Numl	per	
NOTE TO APPLICAL requested information Note: Replace XXXX in 1	NT: If you mo ition, your ap the file name wi	odify the language contained in oplication <u>will</u> be rejected. ith the project's ID Number.	
US Mail	Email	Attachments	File Name
		Application Form (.pdf)	16-AEU-0005-Application.pdf
		Scope of Work	16-AEU-0005-SOW.doc
		Project Budget	16-AEU-0005-Budget.xls
		Project Map (.pdf)	16-AEU-0005-MAP.pdf
		Articles of Incorporation (.pdf)	16-AEU-0005-AOI.pdf
,	9-0	0	9/27/201
Printed Nar	me Don A	shton	Title Chief Administrative Officer
Executed o	n: 9/27	at Placerville	
Describe how compliance with the California Environmental Quality Act (CEQA) will be achieved in the Scope of Wor (CEQA) document that addresses this project or can be used to meet CEQA requirements? Please indicate the CEQA document type: Will File Document Identification Number 14. Application Submission: NOTE TO APPLICANT: If you modify the language contained in any part of this document, other than to fill in the blan requested information, your application will be rejected. Note: Replace XXXX in the file name with the 3-letter identifier for the Unit where the project is located. Unit identifiers are listed in the instruction: US Mail Email Attachments File Name Application Form (pdf) 16-AEU-0005-Application.pdf Scope of Work 16-AEU-0005-Budget.xls Project Budget 16-AEU-0005-Budget.xls Project Budget 16-AEU-0005-MAP.pdf Articles of Incorporation (pdf) 16-AEU-0005-AOI.pdf I certify that the above and attached information is true and correct: Original Signature Required: Grantee's Authorized Representative Date Printed Name Don Ashton Title Chief Administ		City	
			Print Form

Please fill out this form completely. Be sure to save a copy of this form for your records. Submit one (1) electronic copy in fillable PDF format with all supporting materials to CALFIRE.Grants@fire.ca.gov. Please use "SRAFPF/TM Project Application" in the E-mail subject line and include yourself as a cc. Your CC will be proof of your submittal. In addition, submit one (1) hard copy with signatures and all supporting materials to: California Department of Forestry and Fire Protection, Attention: Grants Management Unit - SRAFPF & TM Grant, P.O. Box 944246, Sacramento, CA 94244-2460. Hard copy will need to be postmarked no later than September 28, 2016. Electronic copy must be submitted no later than September 28, 2016 at 3:00 pm. Applications postmarked after this date and time will be considered late.

If you would like to mail the hard copy via expedited/overnight mail, please E-mail <u>CALFIRE.Grants@fire.ca.gov</u> for the physical mailing address.

Tracking #: 16-AEU-0005

Project Name: El Dorado County - Dead Tree Service Gap



California Department of Forestry and Fire Protection (CAL FIRE) SRAFPF/TM Grant Project FY 2016-17 Scope of Work

Project Name	Project Tracking Number

El Dorado County Tree Mortality Project 16-AEU-0005

<u>Project Description Summary:</u> Please provide a paragraph summarizing the proposed project including the location, habitable structures, acres treated, number of trees to be removed, etc.

El Dorado County proposes to provide a Tree Mortality (TM) project for private property owners living in County Responsibility Area High Hazard Zones, who have dead trees on their property within 300 ft of their dwelling (that meet the requirements established in the Application Procedural Guide section entitled Tree Mortality) and who are also not being served by any other TM efforts. County wide, TM projects are currently underway through efforts made by PG&E and through County efforts funded through the California Disaster Assistance Act Program. However, most of the current efforts fail to allow funding for dead tree removal on private property. While local Fire Safe Councils and Fire Districts are currently applying for funding through this program, these local entities have defined service areas unique to their jurisdiction. Many residents in El Dorado County live in unincorporated townships and areas without a local entity conducting TM services. Further, El Dorado County's population over the age of 65 encompasses approximately 18.6% of the county population, many of whom own land and have limited or no incomes. As a result, a need exists for TM services for those who will not be served as a result of the efforts of a local district; there needs to be a county-wide fail safe.

El Dorado County proposes to establish an eligibility criteria based on income and age, that will identify property owners in High Hazard Zones with dead trees in close proximity to their dwellings, and then remove these trees as a part of the program, to the extent funding is available.

With the cost of the removal of dead trees that are close to homes being significantly higher than otherwise, El Dorado County projects the removal of approximately 42 trees from the close proximity of up to 42 homes located in High Hazard Zones throughout areas of the county otherwise unserved or underserved.

A. Project Description

This item is broken into project specific criteria depending on the type of project being proposed: planning, education and tree Removal. Please *only answer the one set of questions* in this section that pertain to your project.

Removal of Dead or Dying Tree Projects

- 1. Describe the geographic scope of the project, including an estimate of the number of dead/dying trees that will be removed or specific activity in support of dead and dying tree removal.
- 2. Describe the goals, objectives, and expected outcomes of the project, this could include, but is not limited to number of homes treated, number of trees removed, or number miles of roads treated, etc.
- 3. Provide a clear rationale for how the proposed project will identify dead or dying trees that pose an threat to public health and safety.
- 4. Identify any additional assets at risk to wildfire and tree mortality that will benefit from the proposed project. These may include, but are not limited to, domestic and municipal water supplies, power lines, communication facilities and community centers, residences and neighborhoods.
- 5. Is the scale of the project appropriate to achieve the stated goals, objectives and outcomes discussed in Item 2 above?

Fuel Reduction Projects

- 1. Describe the geographic scope of the project, including an estimate of the number of habitable structures in the SRA and the names of the general communities that will benefit.
- 2. Describe the goals, objectives, and expected outcomes of the project.
- 3. Provide a clear rationale for how the proposed project will reduce the risks associated with wildfire to habitable structures in the SRA.
- 4. Identify any additional assets at risk to wildfire that will benefit from the proposed project. These may include, but are not limited to, domestic and municipal water supplies, power lines, communication facilities and community centers.
- 5. Is the scale of the project appropriate to achieve the stated goals, objectives and outcomes discussed in Item 2 above?

A. Project Description Continued

Planning Projects

- 1. Describe the geographic scope of the project, including the communities that will benefit, and an estimate of the number of structures within the project area.
- 2. Describe how the project will assess the risks to residents and structures in the SRA and prioritize projects to reduce this risk over time.
- 3. Does the proposed plan add or build upon previous wildfire prevention planning efforts in the general project area?
- 4. Identify a diverse group of key stakeholders, including local, state, and federal officials where appropriate, to collaborate with during the planning process. Discuss how the project proponent plans to engage with these targeted stakeholders.
- 5. Describe the pathways for community involvement that will be incorporated in the planning process.

Education and Training Projects

- 1. Describe the specific message of the education program and how it relates to reducing the risk of wildfire to owners of structures in the SRA.
- 2. Describe the target audience of the education program and how information will be distributed to this audience.
- 3. Will the education program raise the awareness of homeowner responsibilities of living in a fire prone environment?
- 4. Identify specific actions being advocated in the education material that are expected to increase the preparedness of residents and structures in the SRA for wildfire.
- 5. Describe the expected outcome of the education in terms of increased or changed public awareness about wildfire.

B. Relationship to Strategic Plans

Does the proposed project support the goals and objectives of the California Strategic Fire Plan, the local CAL FIRE Unit Fire Plan, a Community Wildfire Protection Plan (CWPP), County Fire Plan, or other long term planning document?

C. Degree of Risk

- 1. Discuss the location of the project in relation to areas of moderate, high, or very high fire hazard severity zone as identified by the latest Fire and Resource Assessment Program maps. Fire hazard severity zone maps by county can be accessed at: http://www.fire.ca.gov/fire_prevention/fire_prevention_wildland_zones_maps.php
- 2. Describe the geographic proximity of the project to structures at risk to damage from wildfire in the SRA.
- 3. Describe the projects geographic location related to the latest tree mortality Aerial Detection Survey and Tree Mortality High Hazard Zones.

D. Community Support

- 1. Does the project include any matching funds from other funding sources or any in-kind contributions that are expected to extend the impact of the proposed project?
- 2. Describe any cooperating entities in the dead and dying tree removal along with this project being part of a larger tree removal project (if applicable).
- 3. Describe plans for external communications during the life of the project to keep the effected community informed about the goals, objectives and progress of the project. Activities such as planned press releases, project signage, community meetings, and field tours are encouraged.
- 4. Describe any plans to maintain the project after the grant period has ended.
- 5. Does the proposed project work with other organizations or agencies to address fire hazard reduction at the landscape level?

E. Project Implementation

- 1. Discuss the anticipated timeline for the project. Make sure to take seasonal restrictions into account.
- 2. Verify the expected timeframes to complete the project will fall under the March 15, 2019 deadline.
- 3. Describe the milestones that will be used to measure the progress of the project.
- 4. Describe measurable outcomes (i.e. project deliverables) that will be used to measure the project's success.
- 5. If applicable, how will the requirements of the California Environmental Quality Act (CEQA) be met?

F. Administration

- 1. Describe any previous experience the project proponent has with similar projects. Include a list of recent past projects the proponent has successfully completed if applicable. Project proponents having no previous experience with similar projects should discuss any past experiences that may help show a capacity to successfully complete the project being proposed. This may include partnering with a more experienced organization that can provide project support.
- 2. Identify who will be responsible for tracking project expenses and maintaining project records in a manner that allows for a full audit trail of any awarded grant funds.
- 3. Describe partnering entities for the tree mortality work and existing projects that this proposed grant will assist or compliment.

G. Budget

A detailed project budget should be provided in an Excel spreadsheet attached to this grant application. The space provided here is to allow for a narrative description to further explain the proposed budget.

- 1. Explain how the grant funds, if awarded, will be spent to support the goals and objectives of the project. If equipment grant funds are requested, explain how the equipment will be utilized and maintained beyond the life of the grant.
- 2. Are the costs for each proposed activity reasonable for the geographic area where they are to be performed? Identify any costs that are higher than usual and explain any special circumstances within the project that makes these increased costs necessary to achieve the goals and objectives of the project.
- 3. Is the total project cost appropriate for the size, scope, and anticipated benefit of the project?
- 4. Identify any administrative expenses and describe why they are necessary for successful project implementation. Administrative expenses to be paid must be less than 12% of the total grant request.

A. Project Description Response

The geographic scope of this project encompasses all High Hazard Zones within El Dorado County's local responsibility area (excluding the SRA), less any project areas already provided TM services through a local entity. We estimate based on the availability of funding, we will be able to remove approximately 42 dead trees from private property on multiple different parcels located throughout the service area. The residential properties to be served will be determined based on age and income requirements established by the county (over the age of 60 with an income limited to 60% of the State median income), in order to prioritize the removal of hazards from property where the landowner lacks the capacity or ability to reduce the danger. The goal of this project is to provide a fail safe for aged and low-income County residents, and reduce the TM dangers that would otherwise be left addressed. As a result, we anticipate an outcome of having approximately 42 fewer dead trees threatening homes.

As indicated in the County's Tree Mortality Hazard Removal Plan, trees targeted for removal will be identified by a Registered Professional Forester and/or licensed Arborist, upon notification from an eligible landowner that the hazard(s) exists. Only after confirmation from the Forester or Arborist (along with verifying environmental and regulatory issues have been resolved), will TM efforts commence.

Given TM efforts will be focused specifically on private residences, additional assets and infrastructure may benefit from these efforts (power lines, adjacent roads, etc.), to the extent the infrastructure services each residence.

By limiting the scope of this project to approximately 42 TM hazards on private property in high hazard zones, the project defines a readily achievable measure, of which the successfulness of the efforts will be relatively easy to evaluate. The scope of work we have defined limits operations to clearly identifiable activities that will be performed on targeted basis.

B. Relationship to Strategic Plans Response

The proposed project supports the California Strategic Fire Plan goal of "Establishing fire resistance in assets at risk, such as homes and neighborhoods." The project supports the CALFIRE Amador-El Dorado Unit Plan objective number 4, "Continue to support the implementation of fire safe clearance around structures." The project also directly supports the El Dorado County Tree Mortality Hazard Tree Removal Plan, which identifies right-of-entry permit process granted by land owners for authorizing government representatives to remove dead trees. The County plan also specifically supports any efforts to identify and apply for opportunities, such as this, that can fund projects designed to assist private landowners. Additionally, the project meets the Management Objective "Provide for public health and safety of persons and property in identified high hazard zones, identified by the Tree Mortality Task Force.

C. Degree of Risk Response

As a part of determining the eligibility of property owners who may benefit from project activities, El Dorado County will identify whether or not the potential tree removal site exist a High Hazard Zone. This project will remove trees only from residential properties identified as a Tier 1 or Tier 2 High Hazard Zone as identified by the Tree Mortality Task Force.

All activities performed as a result of this project will remove dead trees from private property, where the dead tree is within 300 feet of a habitable dwelling and poses a structural threat to the residence. All trees removed will be greater than 10" in diameter and 20 feet in height. The project will also only serve those residents with no means to remove the hazard on their own.

The geographic location of all TM removal sites served as a result of this project will be within the Tier 1 or Tier 2 High Hazard Zones within the County area of responsibility, in El Dorado County. USFS 2016 Flown Area maps provided through the Tree Mortality Task Force indicate large areas of dead trees throughout the county, in areas across the identified spectrum of less than 5 dead trees per acre to 15 - 40 dead trees per acre. Many of the dead trees identified within the county that lie within the High Hazard Zones within the County's area of responsibility are East of Highway 49, with large clusters found near the communities of Coloma, Placerville, Chili Bar North of Highway 50, and very large clusters found East of Diamond Springs/ South of the City of Placerville, to the Northwest of the town of Somerset. Additional large areas identified to have large groups of dead trees are found in the Southern portion of the County, along Farnham Ridge, along Indian Diggins Rd, just west of Omo Ranch Road, in the area near Barney Ridge, and along Coyote Ridge, just East of Coyoteville. While much of the Southern portion of the County is sparsely populated, there are significant communities including residences and wineries in the area surrounding Coyoteville, Fair Play, and Mt. Aukum, most of which resides within the Tier Two High Hazard Zone.

D. Community Support Response

The El Dorado County Board of Supervisors declared a Local State of Emergency due to drought conditions on October 21, 2014, and has renewed the declaration every 30 days as required by the California Emergency Services Act, Article 14, Section 8630 (c). On March 28, 2016, the Board of Supervisors proclaimed a Local State of Emergency due to extensive tree mortality throughout the County of El Dorado, and has renewed it every 30 days as required by the California Emergency Services Act, Article 14, Section 8630(c). On August 2, 2016, the Board of Supervisors approved the submission of an application for funding from California Disaster Assistance Act, for Tree Mortality efforts aimed at protecting County infrastructure. For the purposes of this project, the County will contribute matching funds in the form of project management activities and any road closure activities that need to be performed as a result of project related activities. The county contribution will be made as an effort to maximize the amount of trees that will be removed as a direct result of project funding. The TM project described for this proposal is part of a larger effort to remove dead trees within the county. The County Tree Mortality Hazard Tree Removal plan include CAL FIRE, Cal OES, USFS, El Dorado County Fire Safe Council, the Georgetown Divide Resource Conservation District, Caltrans, PG&E, among others. Each of these entities is playing a role within the county to identify and remove fire hazards. As a result of these coordinated efforts, the County created a public webpage for external communications to county residents (www.edcgov.us/Living/Tree_Mortality.aspx), which contains contact information for Caltrans, the California Forest Stewardship Helpline, and links to other resources for county citizens. This webpage will serve as the primary communication method for activities related to the project. However, the County also plans to take out advertisements in local papers as well as distribute program information via information flier to high hazard zone neighborhoods. The County will be continuing its efforts to identify fund sources that can assist private property owners with TM projects after the end of the award period. The extent to which these resources can be secured is unknown at this time as it is largely contingent on the availability of funding. That being said, the County is dedicating significant fiscal resources and planning efforts to address what has already been declared as a local emergency.

E. Project Implementation Response

Due to the broad scope of the project, it is anticipated the TM efforts will be on-going until available funding is depleted. Due to the large volume of dead trees on private property, the critical time line elements in removal operations will be 1) Identifying eligible residents residing within the County Responsibility Area, that meet age and income requirements established by the County, who live in a Tier 1 or Tier 2 High Hazard zone and have a qualifying dead tree within 300 feet of their homes, 2) Verifying the TM hazard meets the requirements of the project through the use of Professional Registered Foresters or Arborists, and then 3) Completing any necessary environmental impact forms, including Report of Waste Discharge, Lake and Streambed Alteration Agreement, and/or Incidental Take permit, as necessary. The purpose of this project is to accomplish the TM efforts on a case by case basis as quickly as possible. It is for this reason the County will be only targeting residential property in High Hazard Zones, so as to make the best use the suspension of CEQA in said zones. With that in mind, the County will need to work directly with landowners to ensure Department of Fish and Wildlife concerns are addressed, and forms are completed, including any relevant documents related to Lake or Streambed Alteration Agreements. It is anticipated the environmental component of the project will be the most lengthy and management intensive, given this project may take place on up to 42 different parcels. With those considerations noted, given a commencement date somewhere in the early Spring of 2017, the County will have approximately just under 2 years to overcome the hurdles mentioned and remove the identified trees. Milestones for the project will include: 1) Identification and validation of approximately 42 eligible trees and the total cumulative cost of removal, with the actual number of removals to be contingent to per tree costs and fund availability. This process will include filing for CEQA exemption as needed. It is anticipated this process will be complete well within 1 year for all identified parcels. 2) On the ground TM efforts to remove the 42 trees including the removal of debris and slash. It is anticipated the tree removal work will be contracted and removal efforts will take place as soon as all other concerns have been addressed at each parcel. These efforts will begin at each property as soon as feasible, but will be complete no later than March 15, 2019. Measurable outcomes are easily identifiable: Approximately 42 eligible dead trees will be removed from residential properties in High Hazard Zones located within the County Area of Responsibility. CEQA requirements will be met by certification of exemption, as the project will take place only within areas where CEQA requirements have been suspended, and in accordance with the Tree Mortality Taskforce's Guidelines for High Hazard Zone Tree Removal.

F. Administration Response

El Dorado County has a wealth of experience identifying and removing dead trees in high hazard zones; the County is currently in the commencement phase of a TM project to remove dead trees that threaten county buildings and infrastructure. While the county lacks extensive experience in addressing TM projects on private property, the County's Tree Mortality Hazard Tree Removal Plan has already laid the groundwork for how removal from private property will take place. This process includes obtaining right-of-entry permits from the landowner for County representatives and contractors, as well as an agreement by the owner to waive any and all rights, actions, claims, in law or equity as to the value of the trees in exchange for the TM services provided.

The County is also in the process of hiring a full-time Timber Administrator, who will provide multiple TM projects and funders for the projects, with a central point of contact for all TM efforts across multiple projects on-going and in development. The Timber Administrator will be within the Chief Administrative Office of the County, and as a result, project expenses and records will be tracked and maintained through the fiscal department of the CAO's office.

The County is already working with Caltrans, PG&E, CALFIRE, Cal OES, and various local fire consortium in the development of actionable plans for addressing TM hazards throughout the county. Recently the County applied for California Disaster Assistance Act funds to further the efforts of removing dead trees; the TM project funded through this application will compliment those activities, whereas CDAA funds are not able to benefit private property owners. This TM project will supplement other dead tree removal efforts by filling the gap in current projects.

G. Budget Response

The bulk of the funds, \$168,000 would go to actual tree removal activities; estimates place the removal cost of dead trees that are close to homes at \$4,000 per tree for trees close to homes. While a 100' tall tree with a clear drop zone not close to a home may cost \$2,500, the fact that we are targeting trees in close proximity to homes increases the level of difficulty and the amount of rope and rigging needed to safely drop the tree within a limited fall zone. As a result, we anticipate each high-difficulty tree costing somewhere between \$3,750 and \$4,250, with an average cost of \$4,000. That being said, not every tree that will be felled as a result of these efforts will be of the highest level of difficulty, and may represent some cost savings on a tree-by-tree basis. We anticipate \$168,000 of funding directly for costs associated with removing trees will result in approximately 42 trees being removed. However, should actual costs of removal be lower per tree, we would anticipate removing as many trees as grant funds allow.

Ideally, were funds unlimited, the County would be able to target every dead tree on private property within a designated high hazard zone for removal. However, the real world circumstances being what they are, the County is using funds to prioritize the removal of trees for landowners who are aged and low income, as these trees are likely not to be removed as the landowners lack the capacity.

The budget also proposes \$10,000 for Environmental Compliance and Permits; the exact cost of the permits is difficult to establish as conditions on each property may warrant different permits. The budget has also provided for some public advertising costs, and the costs associated with printing 5000 fliers, to be distributed at neighborhoods within high hazard zones. A portion of the printing costs associated with the fliers as well as all of the staff time to distribute the fliers will be assumed by the County.

The indirect costs (administrative expenses) associated with this project are limited to 12%, which is far below the actual administrative costs assumed by the County for implementing this project. These costs are being budgeted to help cover the costs associated with the day to day administrative of all county efforts, including finance, human resources, facilities costs, etc.

Matching funds will be contributed based on hours worked on project related activities by the Timber Administrator (estimated value factoring 2 hours per tree), and the Road Maintenance Personnel necessary for road closures during tree removal (estimated value factoring 5 hours per tree), in addition to the costs for the Arborists certification and some printing costs.

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Budget Category	El Dorado County TM Project Item Description		Cost Basi	s		С	ost Shaı (%)	e		Funding Source (\$)						Total (\$)
		Quantity	Units	Cos	t/Unit	Grant	Grantee	Partner		Grant		Grantee		Partner(s)		
A. Salaries	and Wages					00/		00/	,		ć		<u>,</u>		ć	
	Timber Administrator	84	Hours	\$	150	0% 0%	100%	0% 0%	\$	-	\$	12,600	\$	-	\$	12,600
	Traffic Control Maintenance Work	210	Hours	\$	98	0%	100%	0%	\$	-	\$	20,643	\$	-	\$	20,643
		0	Days	\$	-	0%	0%	0%	\$	-	\$		\$	-	\$	-
		0	Hours	\$	-	0%	0%	0%	\$	-	\$	-	\$	-	\$	-
		0	Hours	\$	-	0%	0%	0%	\$	-	\$	-	\$	-	\$	-
		0	Hours	\$	-	0%	0%	0%	\$	-	\$	-	\$	-	\$	-
	Sub-Total Salaries and Wages:	0	Hours	\$	-	0%	0%	0%	\$	-	\$	33,243	\$	-	\$	33,243
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G. Other Co																
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	Public Advertising	1	Each	\$	300	100%	0%	0%	\$	300	\$	-	\$	-	\$	300
	5000 Program Fliers	0	Each Each	\$	500	54% 0%	46% 0%	0% 0%	\$	270	\$	230	\$	-	\$	500
		0	Each	\$	-	0%	0%	0%	\$	-	\$	-	\$	-	\$	-
		0	Each	\$	-	0%	0%	0%	\$	-	\$	-	\$	-	\$	-
		0	Each	\$	-	0%	0%	0%	\$	-	\$	-	\$	-	\$	-
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	0.1.7.1.0	0	Each	\$	-	0%	0%	0%	\$	-	\$	-	\$	-	\$	-
	Sub-Total Other Costs								\$	10,570	\$	230	\$	-	\$	10,800
Total Dire	ect Costs								\$	178,570	\$	37,673	\$	-	\$	216,243
Indirect C	Costs							12%	\$	21,428					\$	21,428
Total Proj	ject Costs								\$	199,998	\$	37,673	\$		\$	237,671
Less Prog	ram Income								\$	-					\$	-
Total Gr	ant Proposed Costs								\$	199,998	\$	37,673	\$	_	\$	237,671





