



DEPARTMENT OF FORESTRY AND FIRE PROTECTION

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



September 19, 2022

Carlos Bedolla
 City of Hollister
 110 5th Street
 Hollister, CA 95023

5GG21118; City of Hollister, "San Benito County Fuels Reduction"

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 Tim Montgomery at (831) 601-6547 if you have questions concerning services to be performed.

1. Full grant agreement including terms and conditions, project grant application form, scope of work, budget, map, and other exhibits enclosed. Please sign, scan, and return the agreement to Satoshi Okuno at Satoshi.Okuno@fire.ca.gov no later than **October 19, 2022**.

Alternatively, you may opt to print (single sided), sign in blue ink, and return the agreement with original signature to:
 CAL FIRE

Attn: Grants Management Unit/FP Grants
 P.O. Box 944246
 Sacramento, CA 94244-2460

In order to expedite your agreement, a scanned/electronic signature copy of the agreement is preferred.

In addition, the following completed documents are required before we can execute your agreement:

- **Signed Board Resolution**

2. 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,

Satoshi Okuno
 Grants Analyst
 Grants Management Unit

CC: Tim Montgomery
 Southern Region Grants
 Tiffany Kelly

Enclosures

State of California
 Department of Forestry and Fire Protection (CAL FIRE)
 Office of the State Fire Marshal
GRANT AGREEMENT

APPLICANT: City of Hollister
PROJECT TITLE: San Benito County Fuels Reduction
GRANT AGREEMENT: 5GG21118

PROJECT PERFORMANCE PERIOD is from date of latter signature by CAL FIRE Deputy Director or Grantee through **March 15, 2026**.

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 Department of Forestry & Fire Protection, agrees to fund the project up the total state grant amount indicated.

PROJECT DESCRIPTION: This project will conduct wildfire fuel hazards reduction of at-risk areas in San Benito County. The project will create fuel breaks by removing dead trees, brush, and vegetation along 14 miles of San Juan Canyon Road and 10 miles of Cienega Road. The project zone is approximately 7,000 acres with 217 affected addresses.

Total State Grant not to exceed **\$ 675,971.00** (or project costs, whichever is less).

**The Special and General Provisions attached are made a part of and incorporated into this Grant Agreement.*

<p>City of Hollister</p> <hr/> <p style="text-align: center;">Applicant</p>	<p>STATE OF CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION</p> <hr/>
<p>By Carlos Bedolla Jr <small>Digitally signed by Carlos Bedolla Jr DN: cn=Carlos Bedolla Jr, o=Hollister Fire Department, ou=Fire Department, email=charlie.bedolla@hollister.ca.gov, c=US Date: 2022.10.06 09:24:10 -0700</small></p> <hr/> <p style="text-align: center;">Signature of Authorized Representative</p>	<p>By _____</p> <hr/>
<p>Title FIRE MARSHAL</p> <hr/>	<p>Title: Daniel Berlant, Deputy Director</p> <hr/>
<p>Date 10/06/22</p> <hr/>	<p>Date _____</p> <hr/>

CERTIFICATION OF FUNDING

GRANT AGREEMENT NUMBER 5GG21118	PO ID	SUPPLIER ID 0000011722
FUND 3228	FUND NAME Greenhouse Gas Reduction Fund	
PROJECT ID N/A	ACTIVITY ID N/A	AMOUNT OF ESTIMATE FUNDING \$ 675,971.00
GL UNIT N/A	BUD REF 101	ADJ. INCREASING ENCUMBRANCE \$ 0.00
PROGRAM NUMBER 2470010	ENY 2021	ADJ. DECREASING ENCUMBRANCE \$ 0.00
ACCOUNT 5340580	ALT ACCOUNT 5340580000	UNENCUMBERED BALANCE \$ 675,971.00
REPORTING STRUCTURE 35405909	SERVICE LOCATION 96190	

Acknowledged - I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.

 Certification 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, City of Hollister, hereinafter referred to as “GRANTEE”.
2. The STATE hereby grants to GRANTEE a sum (hereinafter referred to as “GRANT FUNDS”) not to exceed Six Hundred Seventy Five Thousand, Nine Hundred Seventy One Dollars (**\$675,971.00**).
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. California Climate Investments Department of Forestry and Fire Protection Fire Prevention Program Procedural Guide FY 2020-2021 and FY 2021-2022
 - b. The submitted Application, Scope of Work, Project Budget Workbook, GHG Emissions Workbook and Exhibits
 - c. ADDENDUM – CALIFORNIA CLIMATE INVESTMENTS (CCI) GRANT PROJECTS

II. SPECIAL PROVISIONS

1. Recipients of GRANT FUNDS pursuant to California Public Resources Code Section 4124.5 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 5GG21118.
- 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: City of Hollister
Section/Unit: BEU – San Benito-Monterey Unit	Section/Unit: N/A
Attention: Tim Montgomery	Attention: Charlie Bedolla
Mailing Address: 2221 Garden Road Monterey, CA 93940	Mailing Address: 110 5 th Street Hollister, CA 95023
Phone Number: (831) 601-6547	Phone Number: (831) 636-4325 Secondary: (831) 801-5438
Email Address: timothy.montgomery@fire.ca.gov	Email Address: charlie.bedolla@hollister.ca.gov

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

- 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 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 90 days from the Agreement expiration date and in no event less than 60 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 latter date of signature by the Grantee Authorized Representative or CAL FIRE Deputy Director. 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. No person who, as an officer, employee, or agent of the state participated in the preparation or creation of or determination to award this Grant Agreement shall serve as an agent or employee of GRANTEE including but not limited to those acts prohibited by Government Code Sections 1090, and 87100.

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 Final Project Budget Detail, and made a part of this Agreement.

- c. Equipment purchased using GRANT FUNDS, wholly or in part, must be used by the GRANTEE for the project which it was acquired. STATE retains a vested interest in the equipment for the useful life of the equipment, even after completion of the grant. GRANTEE shall provide written disposition of the equipment upon completion of the grant and upon any changes to the disposition of the equipment. Such disposition must be approved in advance by STATE. Equipment purchased using GRANT FUNDS cannot be used as collateral, financed, or sold without prior written approval from the STATE.
- 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 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 California Climate Investments Department of Forestry and Fire Protection Fire Prevention Program Procedural Guide FY 2020-2021 and FY2021-2022.
- e. 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.
- f. 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.
- g. GRANTEE shall promptly submit any and all records at the time and in the form as the STATE may request.

- h. GRANTEE shall submit each invoice for payment electronically to both the appropriate CAL FIRE Project Representative as identified in Item 2 and Southern Region Email Address (SouthernRegionGrants@fire.ca.gov). Hard copy submissions will not be accepted.
- i. Notwithstanding any of the provisions stated within this Agreement, the STATE may at its discretion make advance payment from the grant awarded to the GRANTEE if GRANTEE is a nonprofit organization, a local agency, a special district, a private forest landowner or a Native American tribe. Advance payment made by the STATE shall be subject to the following provisions.
- GRANTEE shall submit a written request identifying how funds will be used over a six-month period. The written request must be accompanied by an invoice that contains the same level of detail as a regular invoice.
 - GRANTEE shall file an accountability report with STATE four months from the date of receiving the funds and every four months thereafter.
 - 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. GRANTEE may request additional time to spend advance funds but must be approved in writing by the STATE. The balance of unspent advance payment funds not liquidated within the six-month spending period will be billed for the return of advanced funds to the STATE.
 - 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. The amount will be returned to the grant balance.
 - Advance payments must be deposited into an interest-bearing account. Any interest earned on advance payment funds must be accounted for and used toward offsetting the project cost or returned to the STATE.

5. Budget Contingency Clause

- a. If STATE funding for any fiscal year is reduced or deleted for purposes of the Fire Prevention Program California Climate Investments 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 upon Project completion or grant expiration, whichever occurs first. 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. Research

- a. GRANTEE that receives funding, in whole or in part, in the form of a research grant shall provide for free public access to any publication of a peer-reviewed manuscript describing STATE funded knowledge, STATE funded invention, or STATE funded technology shall be subject to the following conditions:
 - i. GRANTEE is responsible for ensuring that any publishing or copyright agreements concerning peer-reviewed manuscripts fully comply with this section
 - ii. GRANTEE shall report to STATE the final disposition of the peer-reviewed manuscript, including, but not limited to, if it was published, date of publication, where it was published, and, when the 12-month time period from official date of publication expires, where the peer-reviewed manuscript will be available for open access.
- b. For a peer-reviewed manuscript that is accepted for publication pursuant to the terms and conditions of this Agreement, the GRANTEE shall ensure that an electronic version of the peer-reviewed manuscript is available to STATE and on an appropriate publicly accessible repository approved by the state agency, including, but not limited to, the University of California's eScholarship Repository at the California Digital Library, the California State University's ScholarWorks at the Systemwide Digital Library, or PubMed Central, to be made publicly available not later than 12 months after the official date of publication. GRANTEE shall make reasonable efforts to comply with this requirement by ensuring that the peer-reviewed manuscript is accessible on an approved publicly accessible repository, including notifying the state agency that the manuscript is available on a state-agency-approved repository. If the grantee is unable to ensure that his or her manuscript is accessible on an approved, publicly accessible repository, the grantee may comply by providing the manuscript to the state agency not later than 12 months after the official date of publication.
- c. For publications other than those described in (b), including scientific meeting abstracts, GRANTEE shall comply by providing the manuscript to the STATE not later than 12 months after the official date of publication.
- d. The grant shall not be construed to authorize use of a peer-reviewed manuscript that would constitute an infringement of copyright under the federal copyright law described in Section 101 of Title 17 of the United States Code and following.
- e. Use of GRANT FUNDS for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution are

allowable costs but must be within the GRANT FUNDS and item 4 of the agreement.

- f. GRANTEE may request a waiver to the publication requirement if GRANTEE has an existing publication requirement that meets or exceeds the requirements of the research provision. Waiver shall include information on GRANTEE's existing requirements. Approval of the waiver is at STATE's discretion.

9. Project Termination

- a. This Agreement may be terminated by the STATE or GRANTEE upon 30-days 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.

10. 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

ADDENDUM – CALIFORNIA CLIMATE INVESTMENTS (CCI) GRANT PROJECTS

I. SPECIAL PROVISIONS

1. Grant funds shall be used on projects with the primary goal of reducing greenhouse gases (GHGs) and furthering the purposes of California's Global Warming Solutions Act of 2006, Division 25.5 (commencing with Section 38500) of the Health and Safety Code, and related statutes.
2. Grant funds shall be used on projects limited to specific activities as described in CCI Grants Procedural Guides.
3. Grantee shall report project and benefits information when requested by the State. This may include, but is not limited to, funding expended, acres treated, GHG emissions, trees planted, disadvantaged community benefits, energy/water savings, job creation, and other co-benefits.
4. Grantee shall maintain accurate and detailed records documenting project description, project location, and schedule, CCI dollars allocated, and leveraged funds throughout the duration of the project.
5. Failure of Grantee to meet the agreed upon terms of achieving required GHG reduction may result in project termination and recovery of funds.

II. MONITORING AND REPORTING REQUIREMENTS

All funds expended through CCI are subject to emissions reporting and requirements. Grantee is expected to provide the appropriate materials for completing program quantification methodology. Grantee shall use the current reporting template provided by the STATE. The reporting shall be submitted to the STATE no less frequently than quarterly. In addition, STATE may request additional information in order to meet current CARB reporting requirements. The requirements are available on the CARB CCI Quantification, Benefits and Reporting Materials webpage:

<https://ww2.arb.ca.gov/resources/documents/ci-quantification-benefits-and-reporting-materials>.

III. PROGRAM ACKNOWLEDGEMENT/RECOGNITION

1. All projects funded both fully and partially by the GGRF must clearly display, identify and label themselves as being part of the “California Climate Investments” program. The acknowledgement must contain the California Climate Investments and CAL FIRE logos as well as the following statement:

“Funding for this project provided by the California Department of Forestry and Fire Protection’s Fire Prevention Program as part of the California Climate Investments Program.”

A draft of the acknowledgement must be approved by the STATE prior to publication. For stationary projects, acknowledgement may include, but is not limited to, a sign on the project site. For other project types, such as vehicles, equipment, and consumer-based incentives, acknowledgement is encouraged by using a decal, sticker or other signage.

Guidance on California Climate Investments logo usage, signage guidelines, and high-resolution files are contained in a style guide available at:
www.caclimateinvestments.ca.gov/logo-graphics-request.

2. In addition, all projects funded both fully and partially by GGRF must contain the following statement in public announcements or press releases on said projects:

“San Benito County Fuels Reduction, is part of California Climate Investments, a statewide program that puts billions of Cap-and-Trade dollars to work reducing GHG emissions, strengthening the economy, and improving public health and the environment– particularly in disadvantaged communities. The Cap-and-Trade program also creates a financial incentive for industries to invest in clean technologies and develop innovative ways to reduce pollution. California Climate Investments projects include affordable housing, renewable energy, public transportation, zero-emission vehicles, environmental restoration, more sustainable agriculture, recycling, and much more. At least 35 percent of these investments are located within and benefiting residents of disadvantaged communities, low-income communities, and low-income households across California. For more information, visit the California Climate Investments website at: www.caclimateinvestments.ca.gov.”

California Department of Forestry and Fire Protection (CALFIRE)
California Climate Investments
Fire Prevention Program Grant Application
Fiscal Year 2021-22 Funding Opportunity



Please request a Project Tracking # for each separate application by following the instructions in the 2021-22 [California Climate Investments](#) (CCI) Grant Guidelines on the [Fire Prevention Grants Web Page](#). Submit the application and all supporting materials to the SharePoint folder assigned to your tracking number **no later than 3:00pm PT on February 9, 2022**. Up to \$120 million is being allocated to CAL FIRE's Fire Prevention Grants Program in Fiscal Year 2021-2022 from the CCI Greenhouse Gas Reduction Fund (GGRF) and General Fund.

Please note: Items marked in red are required.

1. **Project Tracking #:** 21-FP-BEU-0054

Project Name/Title: SAN BENITO COUNTY FUELS REDUCTION

County: San Benito

CAL FIRE Unit/Contract County: BEU - San Benito-Monterey Unit

(Please use this 3-letter Unit Identifier for file naming. See item 14.)

CalMAPPER ID:

(If you have an existing CalMAPPER ID related to the project please supply it in the appropriate box. If you do not have an existing CalMapper ID, it is **NOT required**.)

2. **Organization Type:** City If Other, please specify: County Fire Services

If Non-Profit, are you a registered 501(c)(3)? Yes No

3. **Sponsoring Organization:** City of Hollister

Project Manager Title: Fire Marshal

First Name: Carlos Last Name: Bedolla

Address Line 1: 110 5th Street

Address Line 2:

City: Hollister State: California Zip Code: 95023

Phone Number: (831) 636-4325 Secondary Phone Number: (831) 801-5438

Email Address: charlie.bedolla@hollister.ca.gov Fax Number: (831) 636-4329

4. For which primary activity is funding being requested? Hazardous Fuels Reduction

5. Project Completion Date:

If your project is expected to be completed earlier than March 15, 2026, please include a date here. Otherwise, leave blank. Please use MM/DD/YYYY format.

6. **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 of 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:

7. **Community at Risk:** Is the project associated with a community that is listed as a Community at Risk? See the list of [Communities at Risk](#) on the Office of the State Fire Marshal web page.

Yes

No

Number of Communities in the project area: 1

8. **Disadvantaged/Low Income Community:** Is the project associated with a low-income community that is listed as a Community at Risk? See the information on [Priority Population Investments](#) on the California Air Resources Board web page.

Yes

No

If Yes, select all that applies:

Disadvantaged

Low Income

Both

Buffer Zone

9. Federal Responsibility Area: Does your project/activity include work on Federal Lands that might require a National Environmental Policy Act (NEPA) document, or use a framework similar to Good Neighbor Authority?

- Yes
- No

If Yes, please select all that apply:

- Good Neighbor Authority
- National Environmental Policy Act

Does your project/activity include work on Tribal Lands:

- Yes
- No

If yes, how many acres?

10. Project Area Statistics: For all projects, provide an estimate of the Project Influence Zone (PIZ) acres and the Treatment Influence Zone (TIZ) acres.

PIZ - The Project influence Zone (PIZ) is the broad geographic area encompassing the neighborhoods or communities that the grant proposal is designed to protect with fuel reductions, public education, or planning activities. This can be the sum of all treatment areas or could include a buffer area around the planning/public education target. Please keep the PIZ from encompassing an overly large area, unless benefits are clearly defined in the Scope-of-Work.

TIZ - Treatments are areas within a PIZ, where on-the-ground activities are accomplished (e.g. hazard fuel reductions, shaded fuel breaks, masticating, etc.). There can be multiple discrete Treatment areas associated with a PIZ. Some projects (e.g. Planning & Public Education) may NOT have treatment areas.

	LRA	FRA	SRA
Project Influence Zone (PIZ)	9.00		50.00
Treatment Influence Zone (TIZ)	9.00		50.00

Tracking #: 21-FP-BEU-0054

Project Name: SAN BENITO COUNTY FUELS REDUCTION

11. Project Budget: Please include a discussion of the project budget in the Scope of Work and enter the total Amount of award requested below.

Budget Item	Amount
Grant Funding Requested (\$)	675,971.00

12. CEQA Compliance: Describe how compliance with the California Environmental Quality Act (CEQA) will be achieved in the Scope of Work. Is there an existing (CEQA) document that addresses this project or can be used to meet CEQA requirements?

Please indicate the CEQA document type (For planning, education and other projects that are exempt from CEQA, select "Not Applicable"):

Not Applicable

Document Identification Number:

13. Have you applied for or received any other CAL FIRE Grants for this project?

Yes

No

If yes, please identify the other CAL FIRE grant program and how the additional grant will be or is being applied to this project.

Tracking #: 21-FP-BEU-0054

Page 4 of 5

Project Name: SAN BENITO COUNTY FUELS REDUCTION

14. Application Submission:

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 application *will be rejected*.

Use the table below as a tool to make sure you have all documents ready prior to submitting the application.

Replace "XXXX" in the file name with the project's ID Number. Replace "UUU" in the file name with the 3-letter identifier for the Unit where the project is located. Unit identifiers are listed in the instructions for this application form.

Attachments	File Name
<input checked="" type="checkbox"/> Application Form (.pdf)	21-FP-BEU-0054-Application.pdf
<input checked="" type="checkbox"/> Scope of Work (.doc)	21-FP-BEU-0054-SOW.doc
<input checked="" type="checkbox"/> Project Budget (.xls)	21-FP-BEU-0054-Budget.xls
<input checked="" type="checkbox"/> Project Map (.pdf)	21-FP-BEU-0054-MAP.pdf
<input type="checkbox"/> Articles of Incorporation (.pdf) - Applies to Non-Profits only	21-FP-BEU-0054-AOI.pdf
<input checked="" type="checkbox"/> Mapping	Create a Geo Point & Polygon web link

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


Original Signature Required: Grantee's Authorized Representative

02/08/2022

Date Signed

CARLOS BEDOLLA

Printed Name

FIRE MARSHAL

Title

Executed on: 02/08/2022

Date

at

HOLLISTER

City

Please fill out this form completely. Be sure to save a copy of this form and all attachments for your records. Submit the application and all supporting materials to the SharePoint folder assigned to your tracking number **no later than 3:00pm PT on February 9, 2022**. Please submit the documents as early as possible to avoid unanticipated issues. **Applications submitted or modified in the SharePoint folder after this date will be considered late.** Access to SharePoint after the due date may be revoked.

Tracking #: 21-FP-BEU-0054

Page 5 of 5

Project Name: SAN BENITO COUNTY FUELS REDUCTION



California Department of Forestry and Fire Protection
(CAL FIRE) California Climate Investments
Fire Prevention Grants Program
Project Scope of Work



Project Name: SAN BENITO COUNTY FUELS REDUCTION

Project Tracking Number: 21-FP-BEU-0054

Project Description Summary: Please provide a paragraph summarizing proposed project including the location, habitable structures, acres treated, etc. (Please type in blank space below. Please note there is no space limitations).

A. Scope of Work

This item is broken into project specific criteria depending on the type of project being proposed: Wildfire Prevention Planning, Wildfire Prevention Education or Hazardous Fuels Reduction. Please **answer one section of questions** that pertain to the primary activity type for your project.

Section 1: Hazardous Fuels Reduction

1. Describe the geographic scope of the project, including an estimate of the number of habitable structures and the names of the general communities that will benefit.

This project is to conduct wildfire fuel hazards reduction of at-risk areas of San Benito County, San Juan Bautista one community as being on the *Community at Risk* identified list on the Office of the State Fire Marshal website. The Hollister Fire Department has been in contract with San Benito County for fire protection services, which encompasses 1,400 sq mi. Fuel hazards to the county is another vital component to the fire contract in providing these services to all affected communities who are at-risk for wildfires.

The focused areas of this project include Cienega Road on the South end, and San Juan Canyon Road on the West end of the County of San Benito. These focused areas include visitors to the counties communities, which include tourism to local businesses, Agriculture (Wine Industry/Cattle Industry, State Parks, and also included - local communities, residents, and schools.

- San Juan Canyon Road
 - San Juan Canyon Road (10 mi of community – 421 The Alameda, SJB – Fremont Peak State Park, SJB)
- Cienega Road
 - Cienega Road (14 mi of community – 17610 Cienega Road through the intersection of Cienega Road and Monte Cristo Court)

2. Describe the goals, objectives, and expected outcomes of the project.

The goals, objectives and expected outcomes of this project are for targeted high-hazard areas to identified county communities as follows:

1. Objective Phase 1 – Project Year 1–

- San Juan Canyon Rd (14 mi) - Cienega Rd (10 mi)
 - Clearance of Roadside - Remove all dead trees, dead brush, and vegetation debris along the identified project (10 feet wide +/-)
 - Cut material would be chipped and spread (“Cut and Lay”)
- Community education (project areas and entire county) – harden and create defensible space near and around homes to reduce and mitigate hazards and wildfires

2. Objective Phase 2 – Project Year 2 –

- San Juan Canyon Rd (14 mi) - Cienega Rd (10 mi)
 - Clearance of Roadside - Remove all dead trees, dead brush, and vegetation debris along the identified project (10 feet wide +/-)
 - Cut material with be chipped and spread (“Cut and Lay”)
- Community education (project areas and entire county) – harden and create defensible space near and around homes to reduce and mitigate hazards and wildfires

3. Objective Phase 3 – 3rd Year and beyond

- San Benito County to continue project areas with equipment
 - Equipment – Tiger Bengel Tractor
 - County Personnel to be utilized

4. Provide a clear rationale for how the proposed project will reduce the risks associated with wildfire to habitable structures.

Both roadways are heavily traveled and adding the fuel breaks will help mitigate and delay and/or even stop any roadside starts accidental ignition due to vehicle or occupant carelessness/discarded cigarette buds.

5. Identify any additional assets at risk to wildfire that will benefit from the proposed project. These may include, but are not ted to, domestic and municipal water supplies, power lines, communication facilities and community centers.

Additional assets at risk of a wildfire that benefit from the proposed projects include, but not limited to:

- Communities – Ashford Highlands, Hidden Valley, San Juan Canyon, Cienega Rd
- Wine Industry
- Cattle Industry
- Agriculture
- State Parks –
 - Hollister Hills State Vehicular Recreation Area
 - Fremont Peak State Park
- Thousand Trails
 - San Benito RV and Camping Resort
- Cienega School
- Fire escape routes – San Juan Canyon Road
- PG&E major power transmissions towers and electrical lines
- KSBW (local news broadcasting outlet) - Antenna
- Emergency Services – County Communications
 - Public Safety Repeaters and Antennas for the region –
 - Located at School Peak (San Juan Canyon Road)

6. How will the project/activity utilize the left-over woody biomass? Will the project/activity use a biomass facility to reduce greater greenhouse gas emissions?

- All cut materials will be chipped and spread - “cut and lay” over the project area roadsides.

Section 2: Wildfire Prevention Planning

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, structures 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.

Section 3: Wildfire Prevention Education

1. Describe the specific message of the education program and how it relates to reducing the risk of wildfire to owners of structures.
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 is expected to increase the preparedness of residents and structures for wildfire.
5. Describe the expected outcome of the education in terms of increased or changed public awareness about wildfire.

Answer only 1 set of questions from above, depending on your project: Hazardous Fuels Reduction, Wildfire Prevention Planning or Wildfire Prevention Education. (Please type in blank space below. Please note there is no space limitations).

B. 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

One location that has been identified for this project is at the West end of San Benito County, in and around the City of San Juan Bautista community, a *Community at Risk* as identified on the list by the Office of the State Fire Marshal website and has been identified as a high fire hazard severity zone.

Second location has been identified for this project is on the South end of the county. The highly visited Hollister Hills State Vehicular Area, with 6,800 acres (11 sq mi), and with a Climate Type *Forest*, it is critical to reduce as many wildfire fuels as necessary in and along the Cienega Road corridor and create defensible spaces.

2. Describe the geographic proximity of the project to structures at risk to damage from wildfire. (Please type in blank space below. Please note there is no space limitations).
 - Geographic Information Systems (GIS) of San Benito County was utilized in determining the number of affected addresses to residents and businesses.
 - San Juan Canyon Road
 - 72 affected addresses

- Fremont Peak State Park - 159 acres
- Cienega Road
 - 145 affected addresses
 - Hollister Hills State Vehicular Recreation Area - 6,800 acres

C. 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?
 - There are no matching funds for this project.

2. 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.
 - Press releases – local media, local Nixel alerts
 - Social Media
 - Informational Banners
 - Direct notices sent to property owners/caretakers
 - Direct notices to Real Estate Companies/Businesses
 - Real Estate Offices - Seminars/Workshops
 - San Benito Fire Safe Council

3. Describe any plans to maintain the project after the grant period has ended.
 - Yes, the County of San Benito will work to maintain the project corridors and the space surrounding the communities.

4. Does the proposed project work with other organizations or agencies to address fire hazard reduction at the landscape level?
(Please type in blank space below. Please note there is no space limitations).
 - Yes, the City of Hollister will work with organizations to ensure that project areas will continue to have the proper landscaping and maintenance.
 - San Benito County
 - San Benito Fire Safe Council
 - Cal Fire
 - City of San Juan Bautista

D. Project Implementation

- Discuss the anticipated timeline for the project. Make sure to take seasonal restrictions into account.
 - For the biggest impact for removal of vegetation to the identified areas, work would be begin and end – September/October - February
- Verify the expected time frames to complete the project will fall under the required completion dates depending on the source of the funds awarded.
 - Yes, this project will be completed on the dates as noted –
 - i. Completion date of project – March 15, 2026
- Using bullets, list the milestones that will be used to measure the progress of the project.
 - Create an MOU contract – signed by contractor
 - Year 1 – Spraying and Mowing the two project sites – San Juan Canyon Road/Cienega Road. Reduce overgrown vegetation within each roadway – 10 feet +/- on each side
 - i. Each site will be documented prior/post project (pictures/images)
 - Year 2 – Spraying and Mowing the two project sites – San Juan Canyon Road/Cienega Road. Reduce overgrown vegetation within each roadway – 10 feet +/- on each side
 - i. Each site will be documented prior/post project (pictures/images)
 - Year 3 – Document dates of all mailings, workshops, and seminars of “*Home hardening and defensible space*” notifications
- Using bullets, list the measurable outcomes (i.e., project deliverables) that will be used to measure the project’s success.
 - Project Year 1 and 2 –
 - i. Remove debris and create an effective fuel reduction by clearing both side of the roadways – San Juan Canyon Road/Cienega Road – back 10 feet +/-
 - ii. Project Year 3 –

Continue to remove debris as needed – tractor equipment request would assist with these areas

- If applicable, how will the requirements of the California Environmental Quality Act (CEQA) be met?
 - The City of Hollister (grantee) will comply with all requirements set forth by the California Environmental Quality Act (CEQA). The CEQA requirement will be developed in accordance to the grant.
- Are there any existing forest or land management plans; Conservation Easements; Covenant, Conditions & Restrictions (CC&R's); matters related to zoning; use restrictions, or other factors that can or will limit the wildfire prevention proposed activity?
(Please type in blank space below. Please note there is no space limitations).
 - No, there are no known existing forest or land management plans.

E. 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.
 - The City of Hollister has a yearly weed abatement program to reduce the fire hazard and other noxious and dangerous aspects of weeds growing on public and private property for the entire county. This program inspects open vacant lots that require mitigation to help reduce the spread of wildfires within our community. The program begins with identifying lots, notifying property owners, and mitigating open lots as necessary with a contracted discing company.
 - Hollister Fire Department managed a shaded fuel break project up on San Juan Canyon Road with the San Benito Fire Safe Council.
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.
(Please type in blank space below. Please note there is no space limitations).

- The City of Hollister is the legal grant recipient on behalf of the County of San Benito. The City of Hollister provides the fiscal and administrative functions for all external grant funds.
 - Hollister Fire Department
 Attn: Delia Ramon
 110 5th Street, Hollister, CA 95023
 (831) 636-4325 x 1511

F. 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. (Please type in blank space below. Please note there is no space limitations).

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.

The grant funds will be used to hire a professional contractor for years 1 and 2 of the grants. Requested equipment would be utilized by the county to maintain and mitigate fuel hazards and continue to maintain and perform the work for the two project areas with trained county personnel in project year 3 and beyond.

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.

Yes, the costs are reasonable for the two proposed project sites and geographic areas.

3. Is the total project cost appropriate for the size, scope, and anticipated benefit of the project?

Yes, the project is appropriate to achieve the stated goals and objectives along with the necessary time frame to achieve completing the entire project.

4. Using bullets please list each object category amount that you are requesting and the detail of how that would support meeting the grant objectives.

The budget includes funds to contract experienced contractors to mitigate and reduce fuels hazards as requested in the grant.

Contractual: \$360,331

- Project area – San Juan Canyon Road
 - CEQA
 - 20 miles of road, 35 acres
 - Spraying and mowing
 - Traffic Control
 - Move-in, move-out
 - \$161,000

- Project area – Cienega Road
 - CEQA
 - 29 miles of road, 24 acres
 - Spraying and mowing
 - Traffic Control
 - Move-in, move-out
 - \$168,731

Total number of acres – 59

- CEQA will be requested immediately to conduct their review

Any active CEQA related documents will be researched for the San Juan Canyon Road area or will be updated as needed. Cal Fire may be utilized for CEQA requirements for the Cienega Road Project.

CEQA – San Juan Canyon Road - \$15,300

CEQA – Cienega Road - \$15,300

Equipment: \$250,000

Equipment staging will be determined along each project area –

- San Juan Canyon Road -
- Cienega Road –

Project Equipment – Tiger Bengel Boom Mower System - \$250,000

This equipment will allow San Benito County to continue fuel reduction efforts for at-risk areas of the county and will part of the counties Strategic Plan. Roadside drainage areas are historically difficult to maintain with the counties existing equipment and are a direct threat to numerous residential properties. The

equipment will be provided to the county to continue fuels reduction and will utilize their Resource Management Agency employees.

Other Costs: \$20,000

Community awareness and education for the entire county will consist of the 1st and 2nd year of the project – workshops, mailers, education resources – Cost - \$10,000

The objectives outlined include reducing the fuel hazards that are along the project corridors (10 feet +/-). These corridors are highly traversed with local residents, businesses, and county visitors.

Indirect Costs: \$45,640

12% for administrative, accounting, budgeting, business services, information technology, invoicing.

G. California Climate Investments

The space provided here is to allow a narrative description to further explain how the project/activity will reduce Greenhouse Gas emissions. (Please type in blank space below. Please note there is no space limitations).

1. How will the project/activity reduce Greenhouse Gas emissions?

- Reducing the fuel loads that can cause wildfires, can reduce the fires that may cause releases of Greenhouse Gas emissions if burned.

Our goal is to help prevent or slowdown the roadside starts to keep fire localized from intentional/unintentional roadside starts.

Agreement supersedes 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.

- 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.

11. 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.

12. 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.

13. Conflict of Interest

GRANTEE or anyone acting on behalf of GRANTEE shall not have any conflicting personal and/or financial interests in carrying out the duties of the Agreement.

14. 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.

15. Severability

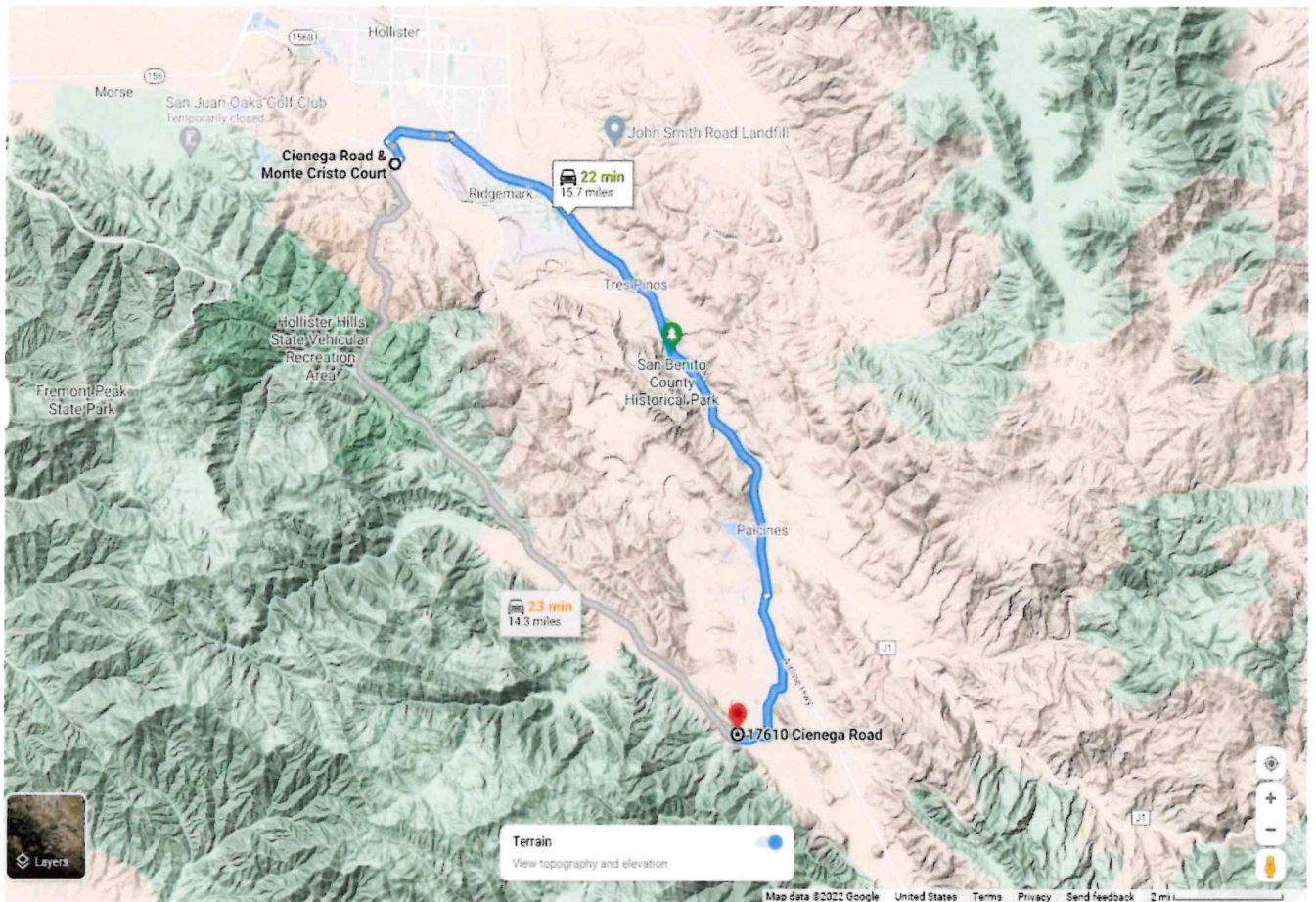
If any provision of this Agreement or the Project Scope of Work thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

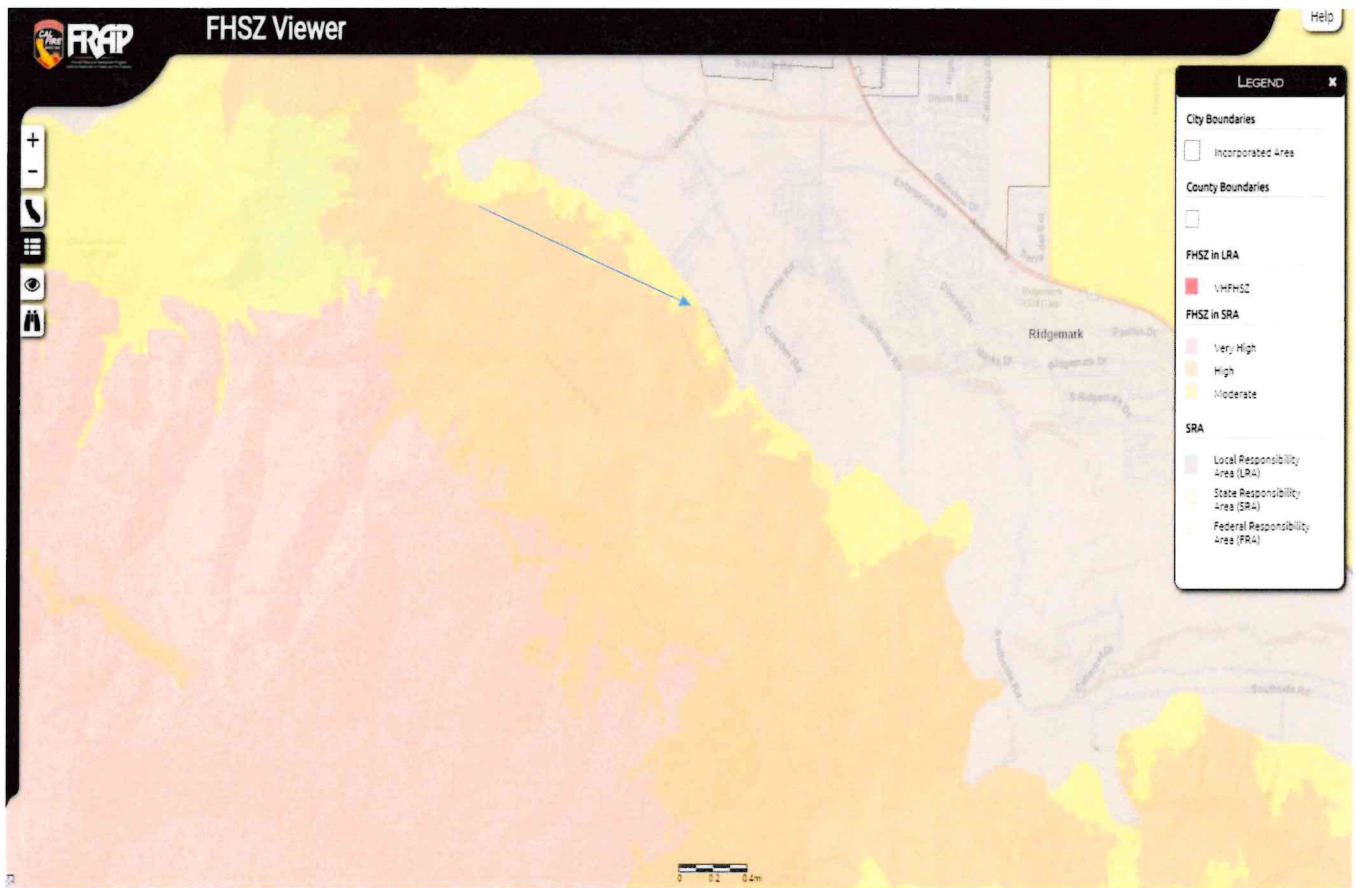
16. Waiver

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.

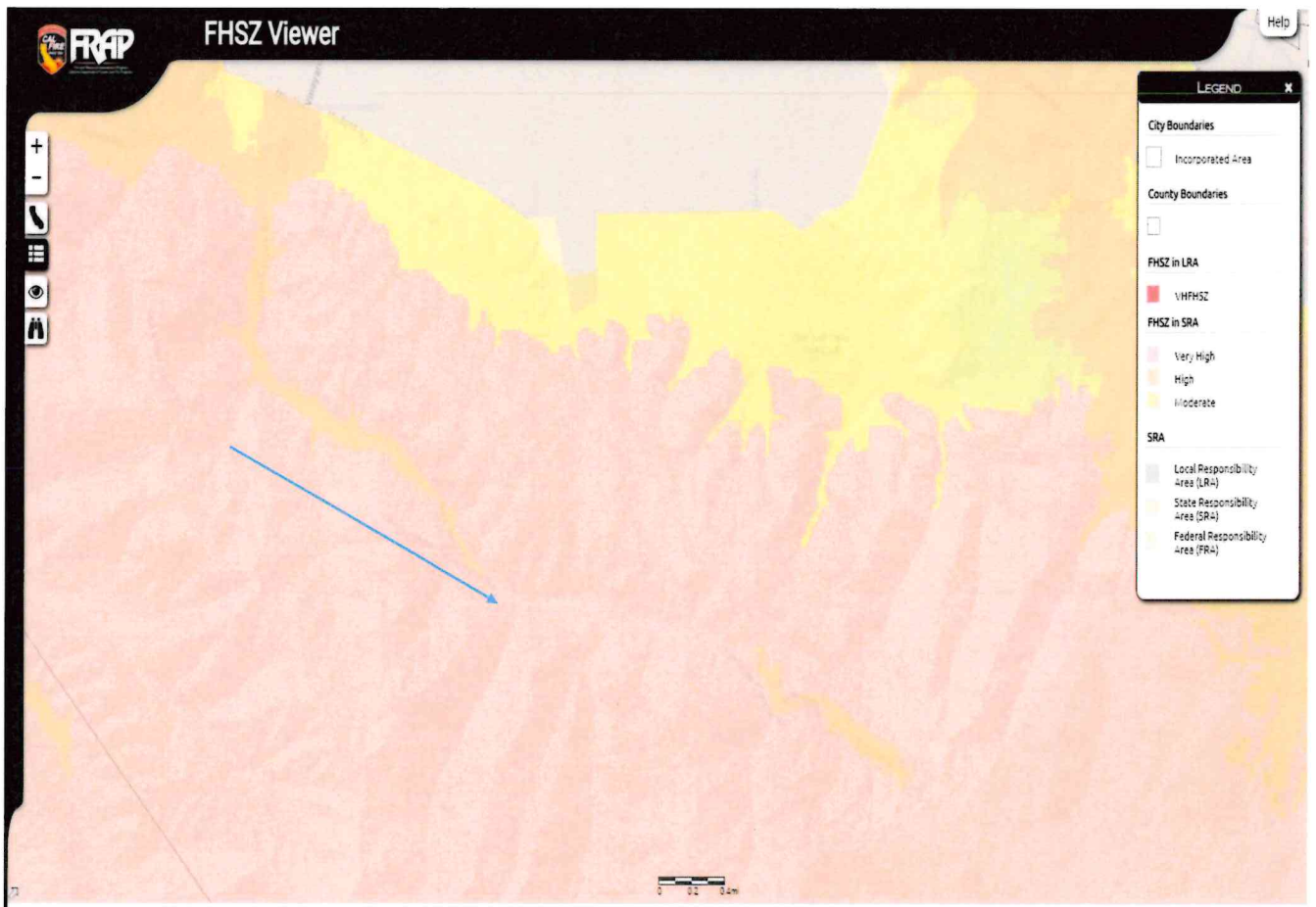
17. Assignment

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





Cienega Road 1



San Juan Canyon Road

