

RESOLUTION OF THE BOARD OF SUPERVISORS  
COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA

IN THE MATTER OF EXECUTING AN  
AGREEMENT FOR A CALIFORNIA  
DEPARTMENT OF FORESTRY AND  
FIRE PROTECTION CALIFORNIA  
CLIMATE INVESTMENT FIRE  
PREVENTION PROGRAM GRANT FOR  
THE TEPUSQUET VMP IN THE SANTA  
BARBARA COUNTY FIRE PROTECTON  
DISTRICT

Resolution No. 21-239

- a) WHEREAS, the Santa Barbara County Fire Department is responsible for providing fire protection services within the Santa Barbara County Fire Protection District and the private lands in the Los Padres National Forest within Santa Barbara County.
- b) WHEREAS, the Board of Supervisors of the County of Santa Barbara does hereby approve the Tepusquet VMP Grant Agreement #5GA20114 with the California Department of Forestry and Fire Protection. This agreement provides for funding to reduce fuel and ignitions, improve access and egress around the critical interface zone within the Tepusquet Canyon and the adjacent Sisquoc and Cuyama Valley areas during the project period beginning with the date of the last signature on the grant agreement and ending on March 15, 2025.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Santa Barbara, acting as governing body of the County of Santa Barbara, as follows:

1. The above recitations are true and correct.
2. The Board of Supervisors resolves as follows:
  - a. Authorizes the Fire Chief or designee to sign the Tepusquet VMP Grant Agreement #5GA20114, which is attached and marked as Attachment 1.
  - b. Authorizes the Fire Chief or designee to conduct all negotiations, execute and submit all documents, including but not limited to, agreements, amendments, payment requests and so on, which may be necessary for the completion of the aforementioned project.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Barbara, State of California, this 14<sup>th</sup> day of December 2021, by the following vote:

AYES: Supervisors Williams, Hart, Hartmann, Nelson, and Lavagnino

NAYS: None


ABSENT: None

ABSTAIN: None

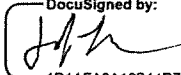


Bob Nelson, Chair  
Board of Supervisors  
County of Santa Barbara

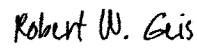
ATTEST:  
Mona Miyasato  
County Executive Office  
Clerk of the Board

By:   
Deputy Clerk

APPROVED AS TO FORM:  
Rachel Van Mullem  
County Counsel

DocuSigned by:  
  
By: \_\_\_\_\_  
ID: AFA8A16B14D7...  
Division Chief

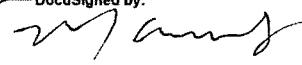
APPROVED AS TO ACCOUNTING FORM:  
Betsy Schaffer, CPA  
Auditor-Controller

DocuSigned by:  
  
By: \_\_\_\_\_  
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Deputy

APPROVED AS TO FORM:  
Ray Aromatorio  
Risk Manager

DocuSigned by:  
  
By: \_\_\_\_\_  
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Risk Manager

APPROVED:  
Mark A. Hartwig  
Fire Chief / Fire Warden

DocuSigned by:  
  
By: \_\_\_\_\_  
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Fire Chief

Attachment 1: Tepusquet VMP Grant Agreement #5GA20114

**ATTACHMENT 1**

Tepusquet VMP Grant Agreement #5GA20114

**ATTACHMENT 1**

Tepusquet VMP Grant Agreement #5GA20114



**DEPARTMENT OF FORESTRY AND FIRE PROTECTION**

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



October 14, 2021

**Fred Tan**  
**County of Santa Barbara Fire Department**  
**4410 Cathedral Oaks Road**  
**Santa Barbara, CA 93110**

**5GA20114; Tepusquet VMP**

**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 Jonathan Gee at (805) 903-3490 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 Aaron Sabin at [Aaron.Sabin@fire.ca.gov](mailto:Aaron.Sabin@fire.ca.gov) no later than **January 3, 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.**

**Additionally, the following documents are needed before your agreement can be executed:**

- **Signed and dated Board Resolution that identifies a designee to sign all project related documents including the agreement, invoices, amendments, etc.**

- 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,

Aaron Sabin  
Grants Analyst  
Grants Management Unit

CC: Jonathan Gee  
Southern Region Grants  
Stella Chan

Enclosures

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

**APPLICANT:** County of Santa Barbara Fire Department

**PROJECT TITLE:** Tepusquet VMP

**GRANT AGREEMENT:** 5GA20114

**PROJECT PERFORMANCE PERIOD is from Date Upon Approval through March 15, 2025.**

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.

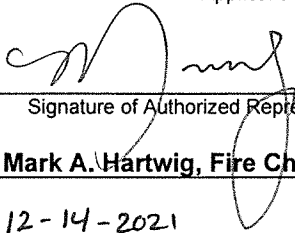
**PROJECT DESCRIPTION:** The Tepusquet VMP is a 4-year project where the SBCFD will conduct multiple fuel treatment actions. The overall project boundary is 42,130 acres in an area of SBC with a history of large wildfires. The planned treatments include 32.5 miles of roadside fuel reduction, 2,064 acres of prescribed fire burn plots as well as a TBD amount of community DSP. The fuel reduction treatments are intended to protect communities, reduce the number of ignitions, and limit the size and intensity of fire occurrence in older age class fuels in Tepusquet Canyon and nearby areas of Sisquoc and Cuyama valleys. Long-term reduction in GHG is accomplished through reduction in acres burned over time.

**Total State Grant not to exceed \$ 6,440,879.00** (or project costs, whichever is less).

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

County of Santa Barbara Fire Department

**STATE OF CALIFORNIA  
DEPARTMENT OF FORESTRY  
AND FIRE PROTECTION**

Applicant	
By 	By
Signature of Authorized Representative	
Title: <b>Mark A. Hartwig, Fire Chief / Fire Warden</b>	Title: <b>Mike Richwine, State Fire Marshal</b>
Date <b>12-14-2021</b>	Date

**CERTIFICATION OF FUNDING**

GRANT AGREEMENT NUMBER <b>5GA20114</b>	PO ID	SUPPLIER ID 0000106407
FUND 0001	FUND NAME General Fund	
PROJECT ID N/A	ACTIVITY ID N/A	AMOUNT OF ESTIMATE FUNDING <b>\$ 6,440,879.00</b>
GL UNIT N/A	BUD REF 0011	ADJ. INCREASING ENCUMBRANCE <b>\$ 6,440,879.00</b>
PROGRAM NUMBER 2470010	ENY 2020	ADJ. DECREASING ENCUMBRANCE <b>\$ 0.00</b>
ACCOUNT 5340580	ALT ACCOUNT 5340580000	UNENCUMBERED BALANCE <b>\$ 6,440,879.00</b>
REPORTING STRUCTURE 35405909	SERVICE LOCATION 96149	

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

Signature of CAL FIRE Accounting Officer

Date

GRANT NUMBER 5GA20114  
County of Santa Barbara Fire Department  
Tepusquet VMP

## 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 Santa Barbara Fire Department, hereinafter referred to as "GRANTEE".
2. The STATE hereby grants to GRANTEE a sum (hereinafter referred to as "GRANT FUNDS") not to exceed Six Million Four Hundred Forty Thousand Eight Hundred Seventy-Nine Dollars (**\$6,440,879.00**).
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 FY2021-2022
  - b. The submitted Application, Scope of Work, Project Budget Workbook, GHG Emissions Workbook and Exhibits
  - c. Addendum – Fire Prevention Grant Projects

### 4. 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 5GA20114.
- 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.

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 County of Santa Barbara Fire Department  
 Tepusquet VMP

2. Project Representatives

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

STATE: CAL FIRE	GRANTEE: County of Santa Barbara Fire Department
Section/Unit: SBC - Santa Barbara County	Section/Unit: N/A
Attention: Jonathan Gee	Attention: Fred Tan
Mailing Address: 635 N. Santa Rosa, San Luis Obispo, CA 93405	Mailing Address: 4410 Cathedral Oaks Road Santa Barbara CA, 93110
Phone Number: (805) 903-3490	Phone Number: (805) 681-5500 Secondary: (805) 705-6431
Email Address: jonathan.gee@fire.ca.gov	Email Address: Fred.Tan@sbcfire.com

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



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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. 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,

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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.

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- 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

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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.

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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.

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- 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

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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 895.6) 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

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Tepusquet VMP

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.



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## ADDENDUM – FIRE PREVENTION GRANT PROJECTS

### I. PROGRAM ACKNOWLEDGEMENT/RECOGNITION

All Fire Prevention Grant projects must clearly display, identify and label themselves as being funded by CAL FIRE. Acknowledgements must contain the CAL FIRE logo as well as the following statement:

*“Funding for this project provided by the California Department of Forestry and Fire Protection’s Fire Prevention 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.

California Department of Forestry and Fire Protection (CALFIRE)  
California Climate Investments  
Fire Prevention Program Grant Application  
Fiscal Year 2020-21/2021-22 Funding Opportunity



Please request a Project Tracking # for each separate application by following the instructions in the 2020-21/2021-22 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 PDT on May 19, 2021**. Grant awards are contingent upon appropriation from the [California Climate Investments](#), or other fund source, with up to \$165 million being awarded. Please note: Items marked in red are required.

1. **Project Tracking #:** 20-FP-SBC-0218 **CalMapper ID:** 3012-2021-VMP-001

Project Name/Title: Tepusquet VMP

County: Santa Barbara

CAL FIRE Unit/Contract County (Please use this 3-letter Unit Identifier for file naming. See Question 14): SBC - Santa Barbara County

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

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

3. **Sponsoring Organization:** CA-SBC Santa Barbara County Fire Department  
**Project Manager**

Title: Battalion Chief

First Name: Fred

Last Name: Tan

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City: Santa Barbara

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Project Name: Tepusquet VMP

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

5. **Grant Period:** Please provide the estimated start date and completion date for your project. Projects **MUST** be completed by March 15, 2025 or March 15, 2026, depending on the source of the funds awarded. Note that final billing is due 30 days after project completion. Please use MM/DD/YYYY format.

Project Start Date: 01/01/2022 Project Completion Date: 03/15/2026

6. **Limiting Factors:** 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 fire prevention proposed activity?

If checked, describe existing plan(s) and the limitations, if any, in the attached Scope of Work.

7. **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:

8. **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: 4

9. **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

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Project Name: Tepusquet VMP

**10. Describe how your proposal would reduce the total amount of wildfire (and thereby reduce wildfire emissions) around communities, homes, infrastructure, and other highly valued resources. Please focus on GHG benefits. (Limited to 700 characters.)**

The Tepusquet VMP is a 4-year project where the SBCFD will conduct multiple fuel treatment actions. The overall project boundary is 42,130 acres in an area of SBC with a history of large wildfires. The planned treatments include 32.5 miles of roadside fuel reduction, 2,064 acres of prescribed fire burn plots as well as a TBD amount of community DSP. The fuel reduction treatments are intended to protect communities, reduce the number of ignitions, and limit the size and intensity of fire occurrence in older age class fuels in Tepusquet Canyon and nearby areas of Sisquoc and Cuyama valleys. Long-term reduction in GHG is accomplished through reduction in acres burned over time.

**11. Federal Responsibility Area: Does your project/activity include work on Federal Lands that might require NEPA, or use a framework similar to Good Neighbor Authority?**

Non-Tribal Lands:     Yes     No    If yes, how many acres?

Tribal Lands:         Yes     No    If yes, how many acres?

**12. 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)	0.00	5,151.00	36,985.00
Treatment Influence Zone (TIZ)	0.00	18.00	2,797.00

13. **Project Budget:** What is the proposed budget? Please include a discussion of the project budget in the Scope of Work and enter the amount from the Project Budget workbook (.xls).

Budget Item	Amount
Grant Funding Requested (\$)	6,440,879.00

14. **Local Wildland Fire Risk Reduction Plans:** Is the project in, consistent with, or build on a larger plan that deals with the risk and potential impact to habitable structures in the WUI covered by this project? If so, discuss in the Scope of Work. **Select all that apply.**

- CAL FIRE Unit Strategic Fire Plan
- Homeowners' Association Plan
- Fire Safe Council Action Plan
- County Fire Department Strategic Fire Plan
- Local Fire Department Plan
- FIREWISE Community Assessment
- Other Local Plan (Identify in Scope of Work)
- Local Hazard Mitigation Plan
- Community Wildfire Protection Plan

15. **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"):

Will File ▼

Document Identification Number:

16. 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.

**17. 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)	20-FP-UUU-XXXX-Application.pdf
<input checked="" type="checkbox"/> Scope of Work (.doc)	20-FP-UUU-XXXX-SOW.doc
<input checked="" type="checkbox"/> Project Budget (.xls)	20-FP-UUU-XXXX-Budget.xls
<input checked="" type="checkbox"/> Project Map (.pdf)	20-FP-UUU-XXXX-MAP.pdf
<input type="checkbox"/> Articles of Incorporation (.pdf) - Applies to Non-Profits only	20-FP-UUU-XXXX-AOI.pdf
<input checked="" type="checkbox"/> Mapping	<u>Create a Geo Point &amp; Polygon web link</u>

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

  
 Original Signature Required: Grantee's Authorized Representative

05/19/2021

Date Signed

Rob Hazard

Fire Marshal

Printed Name

Title

Executed on: 05/19/2021  
 Date

at Santa Barbara, CA  
 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 PDT on May 19, 2021**. 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.



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



**Project Name: Tepusquet VMP**

**Project Tracking Number: 20-FP-SBC-0218**

**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).

The Tepusquet VMP will be a fuel reduction project with a Project Influence Zone of approximately 42,130 acres. This project will include 32.5 miles of roadside treatments along Tepusquet Rd., Colson Canyon Rd., Ruiz Canyon Rd., Blazing Saddle Dr. and Autumn Rd. in addition to several unnamed private access roads. The removal of hazardous vegetation approximately 40 feet from both sides of the roads will result in a total of 214 acres of fuel reduction. These roads are typical back country roads meandering through canyon bottoms and traversing mid-slope and ridge top topography. The road treatments will create fire safe road corridors and will act as effective fuel breaks for the affected communities. This project also includes creating community defensible space zones (CDSP) where possible when the occasional group of homes presents themselves within the project boundary. A community chipping program, designed to encourage and enhance private property defensible space efforts, will be incorporated into the roadside and CDSP activities. This project also includes 399 acres of prescribed herbivory and 138 acres of strategic fuel break treatments. Additional reduction of fuel loading within the project area will be accomplished through the use of prescribed fire being applied to five burn plots with the target of 2,064 acres total. The 2,815 acres in combined fuel reduction will assist to reduce ignitions, fire size and greenhouse gas emissions, while protecting intermix communities, the local watershed and the agricultural industry of the Santa Maria Valley.

**A. Scope of Work**

This item is broken into project specific criteria depending on the type of project being proposed: planning, education or hazardous fuel reduction. Please **answer one section of questions** that pertain to the primary activity type for your project.

**Section 1: Hazardous Fuel Reduction/Removal of Dead or Dying Tree Projects**

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.
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 WUI.
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?

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?

### **Section 2: 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 WUI 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: Education**

- ~~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 WUI.~~
- ~~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 in the WUI 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; Fuel Reduction, Planning or Education. (Please type in blank space below. Please note there is no space limitations).

1. This project is a hazardous fuel reduction project that spans and influences over 42,130 acres in the Tepusquet Canyon and Colson Canyon areas east of the community of Sisquoc in northern Santa Barbara County. The majority of the project is in the SRA in the Very High and High Fire Hazard Severity Zones. 463 structures will benefit from the proposed grant project, including 144 homes located throughout Tepusquet, Colson and Ruiz canyons. Tepusquet Road is a canyon bottom road that runs primarily SW to NE. Colson and Ruiz Canyon Roads turn off of Tepusquet and run East and SW respectively. The project area is characterized by steep slopes with multiple aspects covered in vegetation typical of oak woodland; foothills covered in grass and oak woodland with mixed chaparral on the upper slopes and ridgetops. The area contains numerous homes and is best described as an intermix WUI. Homes and cannabis farms with their associated agricultural structures line the primary roads and extend well off the main roads, accessed by long private roads and driveways.



The area has a history of large wildland fires including the 2009 La Brea Fire (97,000 acres) and the 2017 Alamo Fire (23,000 acres). Fire history for the area shows that portions of the project area have experienced major fires four to six times since 1912. Several of this project's proposed prescribed fire burn plots will border and incorporate the burn scar from the Alamo Fire which will enhance the effectiveness of the treatments.

2. A. The goals of this project are as follows:

- Create multiple fire-safe road corridors utilizing roadside clearance and vegetation thinning on all primary roads and selected private common roads within the project boundary.
- Protect community areas by creating and/or increasing defensible space beyond PRC 4291 requirements around interface zones adjacent to communities within the project area.
- Inhibit propagation of large wildland fires common to this area through the use of low-intensity prescribed fire which can assist in improving forest health and biodiversity while enhancing forested communities' safety.
- Create several strategic fuel breaks to facilitate prescribed fire operations and provide fire suppression options for indirect attack.

B. The project objectives consist of the following:

- Construct 32.5 miles of fuel reduction treatments located along transportation corridors.
- Complete Community WUI treatments (CDSP) where possible.
- Complete five prescribed burns (2,064 acres) designed to reduce the occurrence and impact of future wildland fires in the area thereby protecting nearby properties.
- Construct 138 acres of strategic fuel breaks.
- Reduce fuel loads in 399 acres utilizing prescribed herbivory.
- Provide organized chipping opportunities to enhance and complement private defensible space efforts completed by residents.

C. Expected outcomes of the project are as follows:

- The reduction in the number and severity of roadside fires in the project area.
- A decrease in number of large-scale wildfires as a result of reduced fuel loads within the project area.
- An increase in firefighter safety while responding to and engaging in fire suppression actions.
- Enhancement of the protection of lives, property, critical infrastructure, and natural resources from wildland fire.
- Enhancement of health and resilience of local grasslands and oak woodlands.
- Reduction of GHG as a result of smaller and less severe vegetation fires.
- Ecological restoration of fire-adapted vegetation regimes through the use of prescribed fire.

3. The project area is characterized by steep slopes covered in sage and chaparral descending into areas covered in grass and oak woodland mixed with numerous homes and

outbuildings. There has been a recent proliferation of cannabis growing operations that have resulted in numerous agricultural outbuildings and irrigation system buildout. There are 144 homes within the project area in addition to hundreds of outbuildings. Project fuel treatments will be located adjacent to homes and are designed to provide additional clearance beyond the 100' homeowner required defensible space (PRC 4291). The fuel treatments will complement clearings already completed by private landowners. Additionally, roadside hazardous fuel reduction will be completed on 32.5 miles of primary access roads servicing the community. The strategically located prescribed burn plots will reduce the intensity of future wildfire impacting the area. Reduced fire intensity will lower ember production adjacent to structures and protect critical power and water infrastructure.

4. Additional assets at risk to wildfire that will benefit from this project include two mountain top communications sites which sit within the project area. The first is the Tepusquet Peak Communications Facility, a major agency radio repeater site for SBCFD and the US Forest Service. The second communications site is on an adjacent mountain top and houses telecommunications, television and radio broadcast equipment. Significant watershed value of the surrounding landscape which drains into the Santa Maria agricultural basin will also be maintained by reducing potential wildfire severity.
5. SBCFD believes that the scale of the Tepusquet VMP is consistent with the goals and objectives as outlined above. In addition, the scale of our project is achievable within the established grant completion period. We believe that the goals, objectives, and size of this project meet the intent of the California Wildfire and Forest Resilience Action Plan.
6. With regard to left over woody biomass, this project will utilize chippers and masticators whenever possible. Chipping equipment is designed to shred the treated vegetation which will be left in an evenly-distributed layer of mulch spread over the treated area. Most areas immediately re-sprout and this young vegetation continues to grow and sequester carbon. A biomass facility will not be utilized in conjunction with this project.

## **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? (Please type in blank space below. Please note there is no space limitations).

Although the proposed project is not covered by a local CWPP, it meets the goals and objectives of the California Strategic Fire Plan, the Santa Barbara County Unit Fire Plan, and California's Wildfire and Forest Resilience Action Plan. Tepusquet Canyon is listed in the SBC Unit Plan as one of our local Communities at Risk. In addition, the Tepusquet Repeater Site Project and Tepusquet Community Defensible Space Project are two projects listed as priorities in our Unit Fire Plan. This proposed project will address both of those listed in our local plan.

The Tepusquet VMP proposed project has been entered into CALMapper (ID# 3012-2021-VMP-001) with preliminary planning already underway, including significant community outreach.

**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](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 WUI. (Please type in blank space below. Please note there is no space limitations).

1. 2% of the project area is in the Moderate Fire Hazard Severity Zone. 98% of the project area is in the recognized High or Very High Fire Hazard Severity Zones. The area has a significant history of fire and very recent history with the La Brea and Alamo Fires.
2. The 42,130 acre PIZ has 144 homes within a true Intermix WUI environment. As stated earlier, an increasing presence of cannabis related agricultural outbuildings and private infrastructure is now also at risk. The project area includes or is immediately adjacent to four identified communities at risk; Santa Maria, Sisquoc, Garey, and Tepusquet Canyon.

**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 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.
3. Describe any plans to maintain the project after the grant period has ended.
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).

1. There will be no anticipated in-kind contributions which would extend the impact of the proposed project.
2. All fuel reduction projects are documented in the SBC Unit Fire Plan which is available to the public on-line. All of our fuel reduction projects are listed on our fire department website. For individual fuel reduction projects, road signage, door-to-door explanations, community

meetings, news releases, and various social media outlets such as Facebook and Twitter will be used to announce and document fuel reduction activities.

3. SBCFD will implement project maintenance activities as needed well beyond the project grant period. The Department has numerous projects identified in our Unit Fire Plan that require regular maintenance and is well-positioned to complete required activities to ensure the longevity of our vegetation management infrastructure.
4. Planning for this project will be conducted in cooperation with our local Range Improvement Association, the USFS, and the local Tepusquet community association who all participate in our local Fire Safe Council. Fire Department planning with these groups, in addition to interaction with our fire department DSP inspectors, will emphasize the importance of defensible space at the landscape level. As our roadside clearing operations move through the area, we will encourage property owners to take advantage of this opportunity to contribute their defensible space clippings to the chipper piles created by project personnel.

As can be seen by the included letters of support, this proposed project has the support of the Tepusquet Community and the Santa Barbara County Fire Safe Council.

## **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, 2024 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?  
(Please type in blank space below. Please note there is no space limitations).

1. Once grant agreements have been completed, SBCFD will hire part-time Project Manager and CEQA Coordinator positions as soon as possible. Those positions will begin training, project planning (CEQA and community outreach) and project implementation at that time. There will be no seasonal restrictions applicable to these positions because they are non-firefighting positions and will be dedicated to this project.

The SBC Fuels Crew will begin work as soon as their work on the current Lompoc Valley Fuel Reduction Project is complete (March of 2022). There will be no seasonal restrictions applicable to these positions because they are non-firefighting positions and will be dedicated to this project.

The SBC Fire Crews will begin work on this project during spring of 2022 and will be used to augment the SBC Fuels Crew. It is expected that the SBC Fire Crews will be impacted with ongoing fuel reduction maintenance and fire assignments during the active wildfire months.

The estimated number of work days for the SBC Fire Crews as stated in the grant budget reflect those limitations.

The SBC Construction Section (dozers, masticators, mowers, etc.) will begin work in late spring of 2022 and will be used intermittently as needed in conjunction with the Fuels Crew work on roadside clearance and CDSP. The use of the SBC Construction Section for burn plot preparation will begin as soon as VMP PEIR CEQA compliance is obtained. All operator work time will be on an overtime basis and therefore not subject to seasonal or fire activity limitations.

Private Contractors utilized for environmental review will begin their work as soon as the CEQA Coordinator is able to initiate their participation. That is expected to be fall of 2021.

2. Work will begin in areas where a Notice of Exemption can be utilized for the roadside treatments while the CEQA Coordinator, environmental consultants, and SBC VMP Coordinator complete a project specific VMP PEIR document. All of the above resources will work under the oversight of the department's Vegetation Management Officer with the goal of completing the 2,815 acres of fuel treatment and 32.5 miles roadside clearance projects over the grant's established 4-year completion period.
3. The roadside treatments will be started first and as each road segment is completed, that will be considered a milestone. Additionally, each community DSP completed with accompanied community chipping process will be considered a milestone. There are fifteen community DSP/chipping locations within the project boundary. Lastly, there are five prescribed fire burn plots of different sizes, from 712 acres down to 65 acres. Site prep and burning of each plot will proceed consecutively. Lastly, each completed burn will be considered a milestone.
4. Progress will be measured by field evaluating and documenting treatment area fuel conditions before and after fuel treatment activity. All treatment areas will be mapped in ArcMap, validated in the field with GPS, and photographed both before and after treatment activity. All treatment activity will be entered into CalMapper by the SBC Pre-Fire Engineer.
5. Santa Barbara County Fire has an existing Notice of Exemption on file which covers all fuels reduction treatments along County roads under Categorical Exemption 15301, 15304, and 15308. Santa Barbara County Fire will complete a project specific VMP PEIR CEQA document for the prescribed fire and strategic fuel break treatments.

## **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. (Please type in blank space below. Please note there is no space limitations).
- 
1. SBCFD has conducted several fuel treatment projects similar to this proposed project. A list of past projects is as follows:
    - a. Tuckers Grove DSP, 2015 – Santa Barbara
    - b. Santa Barbara Foothill Community Defensible Space Project, 2015 – Mission Canyon
    - c. Lompoc Valley Fuel Reduction Project, 2019 to 2022 – Burton Mesa, LompocSBCFD has utilized private contractors and department resources, including our fire crews and heavy equipment section to conduct the above projects. The Lompoc Valley Fuel Reduction Project resulted in the establishment of the department's Fuels Crew dedicated to fuel reduction work. This crew is made up of one Supervisor and fourteen crew members. All are part-time employees hired for the duration of the Lompoc Valley project. A Project Manager (also part-time for the duration of the project) was created to coordinate environmental review, direct project work, and complete grant administration requirements. The Lompoc Valley Project will be completed in Spring of 2022. SBCFD considers the creation and use of our Fuels Crew a great success. We have learned that utilizing a Fuels Crew, comprised of part-time employees, dedicated to a specific fuel reduction project, unencumbered by seasonal restrictions, is an extremely efficient and cost-effective mechanism to complete fuel reduction projects. If funding is awarded, we will "roll over" our Fuels Crew from their current Lompoc Valley Fuel Reduction Project and dedicate them to the completion of the Tepusquet VMP.
  2. A CEQA Coordinator position, utilizing a part-time employee, will be created for this project and will coordinate CEQA activities, conduct community outreach, manage land use contracts and complete all grant related project administration. The CEQA Coordinator position will coordinate with the Project Manager and department Finance Section to insure that all project expenses are tracked and project records are maintained in a manner that allows for a full audit trail of all awarded grant funds.

## **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 all Indirect Costs and describe why they are necessary for a successful project implementation. Administrative expenses to be paid by the Fire Prevention Grants must be less than 12% of the total grant request (excluding equipment).
5. Explain each object category in detail and how that would support meeting the grant objectives.  
(Please type in blank space below. Please note there is no space limitations).

1. Awarded grant funds will be spent on both department resources and private contractors to complete the proposed fuel reduction activities which are intended to create multiple fire-safe road corridors, increase defensible space around interface zones adjacent to communities and inhibit propagation of large wildland fires common to this area through the use of low-intensity prescribed fire.
  - Department resources include our Fuels Crew, Fire Crews, Construction (dozer) Section, fire engines and overhead. Only part-time employees hired for the expressed purpose of completing this project and overtime required for utilizing permanent personnel will be paid for by project funding.
  - A part-time CEQA Coordinator along with a part-time Project Manager will be utilized for CEQA planning, consultant coordination, community outreach, resource allocation, project task coordination, grant administration and reporting.
  - Private contractors will include those necessary for environmental review and project monitoring, heavy equipment (masticator), and traffic safety.
  - SBCFD is requesting \$171,000 for the purchase of one track-chipper. There are many locations involving hundreds of acres of roadside clearing, areas of community defensible space and portions of line construction for burn plots where use of a track-chipper is critical for gaining access and conducting chipping operations in off-road locations. And due to the significant amount of chipping required by this and other fuel reduction projects throughout the county, a track chipper is being requested. SBCFD has established 5-year budget plans that are reviewed each year and evaluate the needs for replacement of chippers and other large cost fuel reduction equipment. This track chipper will be maintained and replaced as needed through the annual department budget process.
2. Costs associated with the completion of this project are high, but considered reasonable given the amount and type of work that will be completed. The intent, goals and objectives of this project are considered to be of the highest importance by the Santa Barbara County Unit Fire Plan, the California Strategic Fire Plan and the California Wildfire and Forest Resilience Action Plan. The activities required to complete the five prescribed fire treatments will incur the significant expense. Site preparation utilizing crews, dozers and masticators is

costly. Implementing the burns will also be expensive due the use of fire engines, crews, and overhead.

Although using prescribed fire is considered to be the most effective way to reduce fuel load for large geographic areas, it is also the most hazardous. Use of prescribed fire has the inherent potential for extremely negative consequences. For that reason, plans for this project account for enough on-site resources to reduce that potential. All of the burn plots are located in adverse topography and fuels which could contribute to an escape burn. The significant number of resources planned for with this project include adequate holding forces to mitigate that potential.

3. As stated earlier, given the size, scope and the benefits of the proposed project, the costs of completing it are appropriate. The cost per acre for the implementation and completion of the treatment activities, excluding indirect costs, is roughly \$2049. The acreage treated and burned will add to the acreage goals established by Cal Fire and the California Forest Management Task Force.
4. Indirect costs, including general management and administration, human resources, finances, logistics, purchasing, contracting, information technology, and training, etc. are necessary to support this grant. The maximum 12% allowed by the grant is incorporated in the grant proposal, however the department's actual indirect rate is actually much higher.

5. Categories A and B - Salaries, Wages and Employee Benefits:

Over the life of this project, the Fuels Crew will work 576 days, the Fire Crew will work 160 days and the Construction Section (Dozers, etc.) will work 124 days to complete multiple portions of the project. These resources will complete roadside treatments, strategic fuel breaks and areas of community DSP in addition to building primary and secondary containment lines for the five prescribed fire burn plots.

The Project Manager (PM), a non-permanent employee hired for exclusive purpose of the grant project, will work 648 days, full-time to coordinate and direct all project field work and treatment activities. That position will direct all of the SBCFD resources above as well as all field contractors such as traffic control services, private masticators and grazing companies. The PM will determine locations for Community DSP and contact and coordinate property owners to establish timing for community chipping activities. The PM will document and photograph treatment area fuel conditions before and after fuel treatment activity. Lastly, the PM will assist the Fuels Crew supervisor in all crew personnel support issues relating to Human Resources, PPE and equipment supplies.

The CEQA Coordinator (CC), a non-permanent employee hired for exclusive purpose of the grant project, will work 648 days, half-time and be responsible for all CEQA planning and community outreach related to the CEQA process. The CC will oversee and coordinate all environmental contractor efforts to include Biological, Archaeological and Geological services. The CC will make all necessary contact for and completion of landowner agreements and contracts. Lastly, the CC will coordinate with the Project Manager and department Finance Section to insure all project expenses are tracked and project records are maintained in a manner that allows for a full audit trail of all awarded grant funds.



Categories A and B also include costs of suppression crews and overhead necessary for the safe completion of the five planned prescribed fire operations.

Category C – Contractual:

The contractual services include those needed to complete environmental review and ongoing monitoring. Use of Traffic Control services will insure employee safety while conducting roadside treatments on a well-traveled road used as the primary transportation corridor through the area. Private masticator contractor(s) will assist in the construction of strategic fuel breaks and burn plot containment lines. Prescribed herbivory contractor(s) will be used to safely reduce fuel loads over large areas where property owners prefer not to use prescribed fire.

Category D – Travel & Per Diem:

No costs associated with this category

Category E – Supplies:

Supplies include those items needed to support the Fuels Crew for the duration of the project. These items include the purchase and repair or replenishment of PPE, hydration supplies, chain saws and parts, hand tools, pole saws and rakes. Additional supplies include the repair and supply for mechanical chippers such as repair parts, fuel and oil. Temporary facilities and sanitary support for the Fuels Crew is included as well as transportation costs. The dollar amounts listed in the budget request for supplies are considered accurate and reasonable based upon use of the Fuels Crew on the Lompoc Valley Fuel Reduction Project.

Category F – Equipment

SBCFD is requesting funding for the purchase of one track-chipper. There are many locations involving hundreds of acres of roadside clearing, areas of community defensible space and portions of line construction for burn plots where use of a track-chipper is critical for gaining access and conducting chipping operations in off-road locations.

Category G – Other Costs

No costs associated with this category

## **H. California Climate Investments**

The space provided here is to allow for a narrative description to further explain how the project/activity will reduce Greenhouse Gas emissions.

1. How will the project/activity reduce Greenhouse Gas emissions?
2. Is the project located in a Low-Income or Disadvantaged Community? If not, does the project benefit those communities. Please explain.
3. What are the expected co-benefits of the project/activity (i.e. environmental, public health and safety, and climate resiliency)?
4. When are the Greenhouse Gas emissions and/or co-benefits expected to occur and how will they be maintained?  
(Please type in blank space below. Please note there is no space limitations).

1. The fuel reduction activities designed for in this project will promote age-class diversity and forest resilience. The low-intensity prescribed fire accomplished by this project can be a positive force in improving forest health and biodiversity and forested communities' safety. The activities will result in smaller, less destructive fires thereby protecting the surrounding wildlife, watersheds and the environment. As a result, carbon sequestration in certain areas will benefit as the potential for large fires, in an area prone to large fires, is ultimately reduced as the treatments are completed and maintained.
2. The project boundary includes the rural area of Tepusquet Canyon which is considered an AB 1550 Low-Income Community.
3. Reducing the number, size, and severity of wildfires over time will provide many benefits including:
  - Reduced structure loss
  - Reduced GHG emissions
  - Improved air quality
  - Reduced injuries and deaths resulting from wildfire events
  - Reduced soil erosion
  - Improved forest health and resiliency
  - Reduced suppression costs
  - Protection of important natural resources and habitat
4. The reduction of Greenhouse Gas emissions will begin as fuel reduction projects are completed and successfully reduce the number, size, and severity of wildfires. Multiple smaller fires have occurred in our county where fuel reduction treatments and defensible space have assisted in reducing the size and intensity of fires that had significant potential. The right-of-way treatments and CDSP areas will be maintained by the Santa Barbara County Fire Department over time so that the 4-year project will continue to benefit the community into the future. Ongoing maintenance of existing fuel treatments funded by this project is critical in our mission to continue and expand the benefit of keeping wildland fires small.

Tracking #: 20-FP-SBC-0218

**Project Budget**

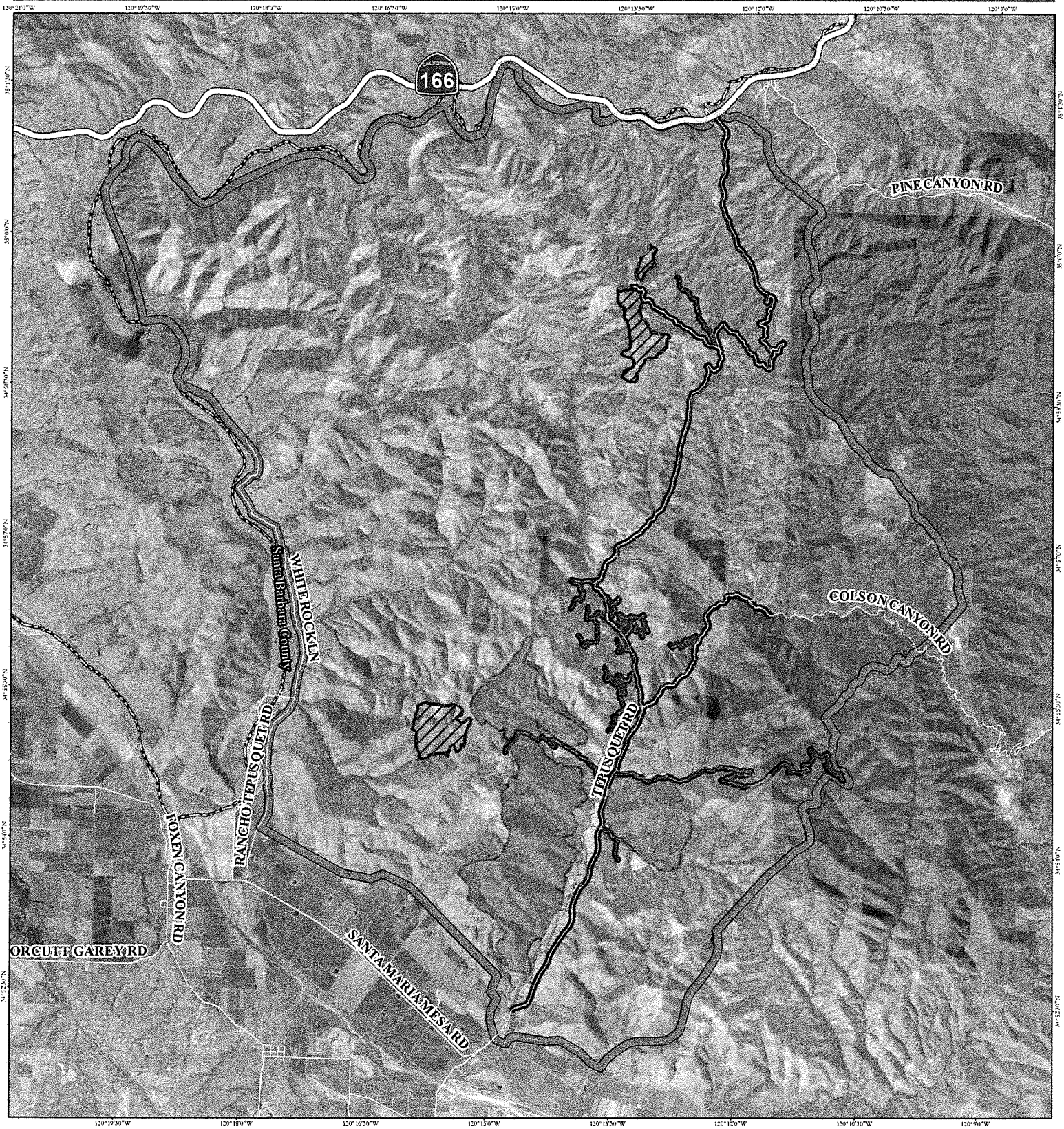
Project Name: Tepusquet VMP

Budget Category	Item Description	Cost Basis			Cost Share (%)			Funding Source (\$)			Total (\$)
		Quantity	Units	Cost/Unit	Grant	Grantee	Partner	Grant	Grantee	Partner(s)	
<b>A. Salaries and Wages</b>											
	SBC Fuels Crew	576	Days	\$ 3,784	100%	0%	0%	\$ 2,179,584	\$ -	\$ -	\$ 2,179,584
	SBC Fire Crew	160	Days	\$ 4,083	100%	0%	0%	\$ 653,280	\$ -	\$ -	\$ 653,280
	SBC Dozer/Masticator/Mower	124	Days	\$ 1,914	100%	0%	0%	\$ 237,336	\$ -	\$ -	\$ 237,336
	Extra Help Project Manager	648	Days	\$ 606	100%	0%	0%	\$ 392,688	\$ -	\$ -	\$ 392,688
	Extra Help CEQA Coordinator	648	Days	\$ 303	100%	0%	0%	\$ 196,344	\$ -	\$ -	\$ 196,344
	Prescribed Fire Engine Personnel	1230	Hours	\$ 298	100%	0%	0%	\$ 366,540	\$ -	\$ -	\$ 366,540
	Prescribed Fire Overhead	976	Hours	\$ 147	100%	0%	0%	\$ 143,472	\$ -	\$ -	\$ 143,472
	0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -	
	Sub-Total Salaries and Wages:							\$ 4,169,244	\$ -	\$ -	\$ 4,169,244
<b>B. Employee Benefits</b>											
	SBC Fuels Crew	576	Days	\$ 490	100%	0%	0%	\$ 282,240	\$ -	\$ -	\$ 282,240
	SBC Fire Crew	160	Days	\$ 422	100%	0%	0%	\$ 67,520	\$ -	\$ -	\$ 67,520
	SBC Dozer/Masticator/Mower	124	Days	\$ 16	100%	0%	0%	\$ 1,984	\$ -	\$ -	\$ 1,984
	Extra Help Project Manager	648	Days	\$ 78	100%	0%	0%	\$ 50,544	\$ -	\$ -	\$ 50,544
	Extra Help CEQA Coordinator	648	Days	\$ 39	100%	0%	0%	\$ 25,272	\$ -	\$ -	\$ 25,272
	Prescribed Fire Engine Personnel	1230	Hours	\$ 5	100%	0%	0%	\$ 6,150	\$ -	\$ -	\$ 6,150
	Prescribed Fire Overhead	976	Hours	\$ 2	100%	0%	0%	\$ 1,952	\$ -	\$ -	\$ 1,952
	0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -	
	Sub-Total Employee Benefits:							\$ 435,662	\$ -	\$ -	\$ 435,662
<b>C. Contractual</b>											
	Mitigated Negative Declaration	1	Contract	\$ 150,000	100%	0%	0%	\$ 150,000	\$ -	\$ -	\$ 150,000
	Traffic Control	1	Contract	\$ 100,000	100%	0%	0%	\$ 100,000	\$ -	\$ -	\$ 100,000
	Mastication Services	1	Contract	\$ 270,000	100%	0%	0%	\$ 270,000	\$ -	\$ -	\$ 270,000
	Prescribed Herbivory	1	Contract	\$ 247,000	100%	0%	0%	\$ 247,000	\$ -	\$ -	\$ 247,000
	0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -	
	Sub-Total Contractual:							\$ 767,000	\$ -	\$ -	\$ 767,000
<b>D. Travel &amp; Per Diem:</b>											
	0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -	
	0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -	
	0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -	
	0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -	
	Sub-Total Travel & Per Diem:							\$ -	\$ -	\$ -	\$ -
<b>E. Supplies</b>											
	Fuels Crew PPE	1	Each	\$ 66,000	100%	0%	0%	\$ 66,000	\$ -	\$ -	\$ 66,000
	Fuels Crew Equip. Purchase & Rep	1	Each	\$ 85,000	100%	0%	0%	\$ 85,000	\$ -	\$ -	\$ 85,000
	Fuel & Oil (Chippers and Saws)	1	Each	\$ 15,000	100%	0%	0%	\$ 15,000	\$ -	\$ -	\$ 15,000
	Supplies for Burn Implementation	1	Each	\$ 5,000	100%	0%	0%	\$ 5,000	\$ -	\$ -	\$ 5,000
	Fuels Crew Restrtrm/Trail Rent; Tr	1	Each	\$ 55,200	100%	0%	0%	\$ 55,200	\$ -	\$ -	\$ 55,200
	Sub-Total Supplies:							\$ 226,200	\$ -	\$ -	\$ 226,200
<b>F. Equipment</b>											
	Tracked Chipper	1	Each	\$ 171,000	100%	0%	0%	\$ 171,000	\$ -	\$ -	\$ 171,000
	0	0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
	0	0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
	0	0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
	0	0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
	Sub-Total Equipment:							\$ 171,000	\$ -	\$ -	\$ 171,000
<b>G. Other Costs</b>											
	0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -	
	0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -	
	0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -	
	0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -	
	0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -	
	0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -	
	0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -	
	0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -	
	0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -	
	Sub-Total Other Costs							\$ -	\$ -	\$ -	\$ -
<b>Total Direct Costs</b>								\$ 5,769,106	\$ -	\$ -	\$ 5,769,106
Indirect Costs (Exclude Equipment)								12%	\$ 671,773		\$ 671,773
<b>Total Project Costs</b>								\$ 6,440,879	\$ -	\$ -	\$ 6,440,879
Less Program Income								\$ -			\$ -
<b>Total Grant Proposed Costs</b>								6,440,879	\$ -	\$ -	6,440,879



# Tepusquet VMP

Project Tracking Number: 20-FP-SBC-0218



Fuelbreak Treatments: 138 Acres	Roads	<b>SRA21_1</b>	<i>Organization: Santa Barbara County Fire Dept. Unit: Santa Barbara County, CA-SBC Project Name: Tepusquet VMP Proponent: Santa Barbara County Fire Map Scale: 1:90,000</i>
Prescribed Grazing Treatments: 399 Acres	Rivers	FRA	
Prescribed Fire Treatments: 2,064 Acres	Assessor Parcels	LRA	
Roadside Treatments/ Community Chipping Areas: 214 Acres	County Boundary	SRA	
Project Boundary: 42,130 Acres			

0 0.25 0.5 1 1.5 2 Miles