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

APPLICANT:	County of Santa Barbara
PROJECT TITLE:	Invasive Shot Hole Borer Leading Edge and High Risk Tree Removal Project (County of Santa Barbara)
GRANT AGREEMENT:	8GA19417

### PROJECT PERFORMANCE PERIOD IS from Upon Approval through March 30, 2022.

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

**PROJECT DESCRIPTION:** To prevent the spread of the Invasive Shot Hole Borer (ISHB) both within and outside of the county. The Santa Barbara County Agriculture/Weights and Measures Office (CAC) will remove high hazard trees (amplifier and heavily infested) that are on the leading edge of the county in high risk areas that meet the criteria outlined in the scope of work.

Total State Grant not to exceed \$

590,958.42

(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			STATE OF CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION			
Applica	nt					
D.:		Du				
By Signature of Authorized F	Representative	Ву				
Title		Title: Hel Dep		ector, Resourc	e Management	
Date		Date				
	CERTIF		ING			
AMOUNT OF ESTIMATE FUNDING	GRANT AGREEMENT		PO ID			
\$ 590,958.42	8GA19417					
ADJ. INCREASING ENCUMBRANCE	SUPPLIER ID					
	02583					
\$ 590,958.42 ADJ. DECREASING	PROJECT ID		ACT	TIVITY ID		
ENCUMBRANCE \$	N/A		N//	Δ		
UNENCUMBERED BALANCE	GL UNIT	BUD REF	11/1	FUND	ENY	
\$ 590,958.42	3540	001		0001	2019	
REPORTING STRUCTURE	SERVICE LOC	ACCOUNT		ALT ACC	1	
35409503	96103	5340580		00000000	0	

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

# 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, hereinafter referred to as "GRANTEE".
- 2. The STATE hereby grants to GRANTEE a sum (hereinafter referred to as "GRANT FUNDS") not to exceed five hundred ninety thousand nine hundred fiftyeight dollars and forty cents (\$590,958.42).
- 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 Department of Forestry and Fire Protection (CALFIRE) 2019/2020 Invasive Shot Hole Borer Block Grant Guidelines.
  - b. The submitted Application, Scope of Work, Budget Detail, Maps.

# II. SPECIAL PROVISIONS

- 1. Recipients of GRANT FUNDS pursuant to California Public Resources Code Section 4799.06-4799.12 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 8GA19417.
- b. The term "GRANT FUNDS" means the money provided by the STATE to the GRANTEE in this Agreement.
- c. The term "GRANTEE" means an applicant who has a signed Agreement for the award for GRANT FUNDS.
- d. The term "Other Sources of Funds" means all matching fund sources that are required or used to complete the Project beyond the GRANT FUNDS provided by this Agreement.
- e. The term "STATE" means the State of California, Department of Forestry and Fire Protection (CAL FIRE).
- f. The term "Project" means the development or other activity described in the "Project Scope of Work".
- g. The term "Project Budget Detail" as used herein defines the approved budget plan.
- h. The term "Project Scope of Work" as used herein means the individual scope of work describing in detail the approved tasks.

2. Project Representatives

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

STATE: CAL FIRE	GRANTEE: County of Santa Barbara
Section/Unit: HQ Resource Management	Section/Unit: Agriculture/Weights and Measures Department
Attention: Tom Smith	Attention: Stephanie Stark
Mailing Address: P.O. Box 944246 Sacramento, CA 94244-2460	Mailing Address: 263 Camino del Remedio Santa Barbara, CA 93110
Phone Number: (916) 599-6882	Phone Number: (805) 681-5600
Email Address: Tom.Smith@fire.ca.gov	Email Address: sstark@co.santa- barbara.ca.us

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

- 3. Project Execution
  - 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 date the last party signs the Agreement. GRANT FUNDS will be made available in advance of CEQA compliance for project activities that do not have the potential to cause a direct environmental impact (e.g. project planning, locating and marking property or project boundaries, contacting and signing up landowners, etc.).
- f. GRANTEE shall permit periodic site visits by representative(s) of the STATE to ensure program compliance and that work is in accordance with the approved Project Scope of Work, including a final inspection upon Project completion.
- g. GRANTEE, and the agents and employees of GRANTEE, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents, of the STATE.
- 4. Project Costs and Payment Documentation
  - a. Payment by the STATE shall be made after receipt of an acceptable invoice and approval by a duly authorized representative of the STATE. GRANTEE shall submit an invoice for payment to the CAL FIRE Project Representative of the STATE. A final invoice shall be submitted no later than 30 days after completion, expiration, or termination of this Agreement.
  - b. For services satisfactorily rendered, and upon receipt and approval of invoices for payment, the STATE agrees to compensate GRANTEE for

actual expenditures incurred in accordance with the rates specified herein, which is attached hereto, as Final Project Budget, 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 Department of Forestry and Fire Protection 2019/2020 Invasive Shot Hole Borer Block Grant Guidelines.
- 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 to the CAL FIRE Representative identified in Item 2. The invoice may be submitted as hard copy or electronically.
- 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 2019/2020 Invasive Shot Hole Borer Block 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. Project Termination
  - a. This Agreement may be terminated by the STATE or GRANTEE upon 30days written notice to the other party.
  - b. If either party terminates the Agreement prior to the completion of the Project, GRANTEE shall take all reasonable measures to prevent further costs to the STATE under the Agreement and the STATE shall be responsible for any reasonable and non-cancelable obligations incurred by GRANTEE in the performance of this Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.
  - c. Failure by GRANTEE to comply with the terms of this Agreement may be cause for suspension of all obligations of the STATE hereunder at the discretion of the STATE.
  - d. Failure of GRANTEE to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of the STATE hereunder if in the judgment of the STATE such failure was due to no fault of GRANTEE. At the discretion of the STATE, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
  - e. Final payment to GRANTEE may not be made until the STATE determines the Project conforms substantially to this Agreement.
- 9. Hold Harmless
  - a. GRANTEE shall defend, indemnify and hold the STATE, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of GRANTEE, its officers, agents, or employees. The duty of GRANTEE to indemnify and hold harmless includes the duty to defend as set forth in Civil Code Section 2778. This Agreement supersedes GRANTEE's right as a public entity to indemnity (see Government Code Section 895.2) and contribution (see Government Code Section 895.6) 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.

# 10. Tort Claims

# FEDERAL:

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

# STATE:

The State of California shall be liable, to the extent allowed by law and subject to California Government Code, Title 1, Division 3.6, providing for the filing of tort claims against the State of California, for personal injuries or property damage resulting from the negligent or wrongful act or omission of State of California employees while acting within the scope of his or her employment, arising out of this Agreement.

## 11. Nondiscrimination

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

## 12. Incorporation

The grant guidelines and the Project Scope of Work, Project Budget Detail and any subsequent amendments or modifications to the Project Scope of Work and Project Budget Detail approved in writing by the STATE are hereby incorporated by reference into this Agreement as though set forth in full in this Agreement.

## 13. Severability

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

14. Waiver

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

15. Assignment

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

# **FULL PROJECT PROPOSAL**



# **CAL FIRE Invasive Shot Hole Borer Grants**

Fill out this form completely. Be sure to save a copy of this form for your records. Submit a signed hard copy and an electronic copy (via email) of your application and all supporting materials to Tom Smith. Keep a copy for your records.

Name	of O	rganization Santa Barbara County Ag	riculture / W	eights and M	easures D	epartment
Projec	t Tit	le Invasive Shot Hole Borer Leading Edg	ge and High	Risk Tree Rem	noval Proj	ect
Reques	ted G	rant \$ \$590,958.42 Matchin	g \$		Total Proje	<b>ct \$</b> \$590,958.42
		nt information - Eligible applicants incl ns qualified under section 501(c)(3) of th				icts, or nonprofit
Prima	ry Pr	oject Contact Stephanie Stark				
First N	ame	Stephanie	Last Name	Stark		
Email	ssta	rk@co.santa-barbara.ca.us		Phone Nun	nber	(805) 681-5600
Addre	ss 1	263 Camino del Remedio				-
Addre	ss 2					7
City		Santa Barbara		County Sant	a Barbara	
State		California	Zip Code	93110		
Notes:						
Secon	dary	Project Contact Mel Graham		845		1
First N	ame	Mel	Last Name	Graham		
Email	mgr	aham@agcommissioner.com		– Phone Num	nber	805-934-6200
Addre	ss 1	624 W. Foster Road				
Addre	ss 2					
City		Santa Maria		County Santa	a Barbara	
State		California	Zip Code	934-6202		
Notes:		×				

## 2. Location information - List known areas of emphasis for the project.

Santa Barbara County locations that are on the leading edge of the ISHB-Fusarium infested area will be targeted for trapping, visual survey, sampling, and tree removal. Priority trees to be removed in the leading edge area will be amplifier trees and other highly infested host trees. Tree removal in other areas of Santa Barbara County include amplifier trees and other infested host trees in high risk areas. Up to this point in time, the infestation has remained mainly in the Montecito area of Santa Barbara County.

## 3. Partner information - List project partners

Name of Organization 1 California Departmer	nt of Food and Agriculture
First Name David	Last Name Pegos
Partner Contact Title Special Assistant	
Email david.pegos@cdfa.ca.gov	Phone Number (916) 654-0462
Comments	
Name of Organization 2	
First Name	Last Name
Partner Contact Title	
Email	Phone Number
Comments	
List Any Additional Partner Organizations	

**4. Narrative -** Describe the project by answering the questions below. Please be thorough, but concise with your answers. You should refer to the grant guidelines document and the CA Urban Forestry Act (Public Resources Code Sections 4799.06 - 4799.12) for guidance on parts 4A - 4E.

A. Background and Rationale - What is the situation, condition, or problem to be addressed by the project?

Santa Barbara County is currently on the leading edge of the Invasive Shot Hole Borer (ISHB) infestation in California. The Kuroshio Shot Hole Borer (KSHB) is an invasive wood-boring beetle that attacks dozens of tree species in Southern California, including commercial avocado groves, common landscape trees, and native species in urban and wildland environments. KSHB spreads a disease called Fusarium Dieback (FD), which is caused by pathogenic fungi. Trees that are FD-susceptible may experience branch dieback, canopy loss, and, in some cases, tree mortality. The infestation threatens to expand north towards the Bay Area through transportation of infested wood/host material. Northern California natural and urban/interface areas and particularly riparian areas (amplifier host Box Elder Acer negundo) will be severely impacted if infested with Invasive Shot Hole Borers. Locally, the infestation is limited to the Montecito area and mainly in riparian areas of urban/rural interface, impacting residents by increasing the fire potential and falling limbs. Natural Areas including the Los Padres National Forest are at high risk for Invasive Shot Hole Borer to increase fire danger and alter natural plant communities.

The main objective of the project is to prevent the spread of Invasive Shot Hole Borer (ISHB) both within and outside of the County. The ISHB injures and kills host trees which become fire hazards in natural areas and hazardous for limb breakage of homeowner, park, school and street trees in populated urban areas. The CDFA will be conducting trapping of ISHB to get a higher resolution of the leading edge of the infestation which is critical for determining how to prioritize tree removals. In addition, the Santa Barbara County Agriculture/Weights and Measures Office (CAC) in conjuction with our partners, will conduct visual surveys to further identify infestations. The project objective is to remove high hazard trees (amplifier and heavily infested) that are on the leading edge of the County. The CAC will remove amplifier trees and other highly infested trees in high risk areas (parks, campgrounds, disposal areas, greenwaste/composting facilities, nurseries, and wood lots) that meet the criteria outlined in the Scope of Work.

**C. Scope of Work** - Describe the approach to be used, the design (methods), and implementation of the project. Include who will be involved with specific tasks and justify why the approach, methods and implementation is the most effective way to accomplish the objectives. Include a description of project sign contents and their locations. (continued on next page)

### Oversight and Coordination

The Santa Barbara County Agriculture Commissioner's Office (SBCAC) will be the lead agency and coordinate with other Federal, State and local agencies to ensure the project objectives are achieved and we stay within the scope of work as outlined within the grant proposal.

### Detection Trapping, Visual Surveys and Monitoring

CDFA will be responsible for the detection trapping aspects of the project and will place traps in the County during the ISHB flight season, late Spring through early Fall. Trapping and surveys will focus on areas of known infestations within the county and leading edges of the County that lie adjacent to the County of Ventura, where higher incidents of ISHB have been detected. CDFA shall notify the SBCAC when a suspect specimen of ISHB has been detected. When possible CDFA will also test for the presence of Fusarium.

SBCAC and local partners will conduct visual surveys, including post removal surveys, to determine the spread and extent of the infestation. Priority will be given to areas where known ISHB specimens have been detected either through detection trapping or other means.

Detection trapping and visual survey protocols shall be consistent with the methods and protocols recommended by the University of California Agriculture and Natural Resources, CalFire and the California Invasive Species Advisory Committee.

### Lab Analysis and Mapping

All suspects from detection trapping and visual surveys will be submitted to the CDFA lab or an accredited lab for positive identification. These include samples of the ISHB and the associated pathogen, Fusarium. The SBCAC will track and monitor suspect and positively identified trees with ISHB and Fusarium for tracking and will share this data with other agencies.

### Tree Removal Protocol and Disposal of infested Material

Trees selected will be prioritized so that their removal helps to contain/limit the spread of FD-ISHB. Tree Removal on the leading edge will be prioritized based upon the most current locations/finds of ISHB, the species of tree (including Sycamore and Box Elder amplifier host) and the level of infestation within that tree. Trees in high risk areas including urban forests, irrigated urban parks, riparian areas, wood lots, wood disposal/composting areas will also be included.

The geographic location of the infested tree will be a determining factor when deciding eligibility in the program. The Department will not remove trees if land use permits or permit applications are required.

Unincorporated areas of Santa Barbara County - If the infestation is located within an unincorporated area of the County, the SBCAC will notify the County Planning and Development Department (P&D) who will determine whether the location of the infested tree triggers the need for a tree removal permit. There are three zoning ordinances that contain land use regulations pertaining to tree removal. These include the SBC Coastal Zoning Ordinance (Article II), the Montecito Land Use & Development Code and the County Land Use and Development Code. Attachment A contains the relevant portions of the ordinances and below is a summary of the requirements. Coastal Areas

As per Section 35-140 of the Santa Barbara County Coastal Zoning Ordinance, a permit is required to remove a tree if the tree does not meet specific size requirements, location requirements or provides habitat for Monarch Butterflies. If the tree specimen can meet the requirement in Section 35-140.2, a "certificate" will be provided to the County P&D Department in the form of an official signed letter from the CAC.

Montecito Area

As per Section 35.28.04O(B)(1) of the Santa Barbara County Montecito Land Use and Development Code, land use regulations apply if the tree that is located in Environmental Sensitive Habitat (ESH) Overlay zone. The land use regulations are stated in Section 35.28.040 (C)(1). The County P&D Department will the assist the CAC in determining whether the tree is located in an ESH overlay zone or not. An official letter from the CAC stating the tree is infested with ISHB will provide sufficient evidence mentioned in Section 35.28.040(C)(1)(c) (2)(c).

Remaining Inland Areas of the County

As per Section 35.28.100(B) of the Santa Barbara County Land Use and Development Code, land use regulations apply if the tree that is located in within one of the Environmental Sensitive Habitat (ESH) Overlay zones. The land use regulations for each community plan area stated in the Sections 35.28.100(C). The County P&D Department will assist the CAC in determining whether the tree is located in an ESH overlay zone, is diseased and poses a danger to healthy trees in the immediate vicinity. The Department may require evidence of this to be presented by an arborist, licensed tree surgeon, or other qualified person. An official letter from the CAC to County P&D stating the tree is infested with ISHB will provide sufficient evidence that the "tree is diseased and poses a danger to healthy trees in the immediate vicinity".

If the tree is located within the unincorporated areas and can be removed without the need for a land use permit or submittal of an application, the Department will notify the landowner of the infestation, recommend removal of the infested tree(s) and provide a list of a least three contractors who will remove the tree at no cost. The chosen contractor(s) will be given a tree removal priority list (monthly updated) to work from. The contractor will follow guidelines established by UC Agriculture and Natural Resources, and Cooperative Extension for mitigation of pest risk. The Department will provide outreach and education about the pest to the landowner and conduct follow up monitoring.

Tree removal season will occur from September to January to avoid conflicts with the migratory bird nesting season and CA Fish and Wildlife permits.

If the tree or trees require a County P&D permit or permit application, the tree will not be removed as part of the program. Instead, the Department will notify the landowner of the infested tree, recommend tree removal, inform them of the need for a permit and conduct outreach and education.

If an infested tree is detected on land located outside the unincorporated area of the County, the SBCAC shall notify the landowner and municipality of the infestation, recommend removal of the infested tree(s), provide outreach and education about the pest and work with the municipality on logistics.

### Outreach and Education

The Santa Barbara County Agriculture Commissioner's Office (SBCAC) will develop a communication plan and work with local partners and community members to train volunteers and educate municipalities, the public and other agencies about ISHB and the associated Fusarium disease. The SBCAC will act as a bridge between state agencies and local groups (NGO's, gardening groups, homeowner groups, etc.) and provide outreach and educational support for ISHB issues. D. Project Timeline - Provide a project timeline. Plan on projects ending by March 30, 2022.

Upon approval and award of the CalFIRE Grant, tree removal will not begin until Fall 2020, after migratory bird season. Once contracts
are in place for tree removals the removal process will commence and will continue until all grant funds are expended or until the
completion of the grant period on June 30, 2022.

### 5. Budget Information

**A. Budget Detail -** Provide a specific budget for work to be done. The budget should be based on bid quotes and/or estimates from vendors or on actual costs that will be incurred by the grantee. The line items listed should be specific enough to adequately describe project expenses. <u>Use the Excel format provided for your budget.</u> You should note that applicants, if successful in being awarded a grant, will have to follow this budget and will only have the opportunity for minor budget adjustments.

B. Vendor/Subcontractor List - List the vendors that have provided you quotes or estimates for this project.

The County of Santa Barbara has existing contracts with the vendors listed which may be utilized for tree removals under the CalFire ISHB Grant. The Santa Barbara CAC intends to seek a contract(s) with one or more of the following vendors:

VENDOR/ VENDOR #: Peterson Tree Care 629101 Tierra Verde 002755 Bartlett Tree Service 067465 Coastal Tree Service 180850 **C. Explanation of Budget and Costs** - Describe the basis for the budget amounts listed above. Applicants will be expected to adhere to this budget (*Continued on next page*).



D. Matching Funds - List other funding sources, grants, etc.

Source 1	Amount
Description	
Source 2	Amount
Description	
Source 3	Amount
Description	
Source 4	Amount
Description	
Matching funds comments	

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The Santa Barbara County Agricultural Commissioner/Weights and Measures Department will be responsible for collecting and tracking all trees removed as part of this project and all positive samples collected by our office. Positive samples include beetle specimens and ISHB specific Fusarium fungus that has been positively identified by the CDFA lab. Specimen data will be shared with the State for use in the ISHB-FD Distribution in California interactive web-based mapping system hosted by UCANR. Positive ISHB samples collected and identified by the CDFA as part of the trapping program will the responsibility of the CDFA. All data will be gathered and reported to CalFIRE on a monthly basis.

7. Certifications & Forms- The following certifications must be filled out and signed by the appropriate person.

# A. Checklist of Necessary Forms To Be Completed.

- CAL FIRE Urban Forestry Program Environmental Checklist
- X State of California Payee Data Record (Std. 204)
- Governing Body Resolution (must follow sample format)
- Representative project area map (if applicable)
- X State of California Non-Discrimination Compliance (Std. 19)
- X State of California Drug-Free Workplace Certification (Std. 21)
- 5-10 representative site photos if applicable
- 🔀 Project Budget

**B. Certification Signature:** The authorized primary project contact for the applying organization must sign below. This must be the person, or person holding the position, that is mentioned in the required governing body resolution, and the same person or position signing all of the other required forms. The signature indicates that, to the best of the signer's knowledge, all of the information provided in this application and all attached required forms and documents is accurate and correct. The signer additionally acknowledges that they have read and understand the grant guidelines related to this grant program and that they will comply with all local, state, and federal laws.

Signature (pen)

ephanie

Printed Name Stephanie Stark

Title Deputy Agricultural Commissioner

Date February 14, 2020



A cooperative effort of two programs: the Forest Pest Management Program and the Urban & Community Forestry Program

### Invasive Shot-hole Borer Tree Removal Work Plan FY 2019/2020 through FY 2021/2022 Upon Approval through March 30, 2022

### COUNTY: Santa Barbara Agreement Manager: Stephanie Stark

Tree Abatement and Monitoring Program		Estimated # of Trees Requiring Abatement	Estimated Visits/Facility	Estimated Hours per Visit	Total Estimated Hours
Tree Removal and Disposal Oversight		150	2	1	300
Trapping for Post Removal Surveys and Monitorin	a	150	2	1	300
Prioritized Trapping and Surveys	Ĭ	21	2	1	50
Other Activities					
Training Outreach and Education					75 255
Meetings					80
Reporting and mapping					
Administrative Support					40
*Total Hours:					1140
Total Personnel Costs					\$72,102.70
Overhead (Indirect Costs) Enter county overhe	ad percentage, c	do not to exceed 12%	6 of Direct Costs	12%	\$8,652.32
Operating Expenses					
Payments to Tree Removal Contractor(s)					\$500,000.00
Supplies					\$1,078.40
Equipment					\$500.00
Total Operating Expenses:					\$501,578.40
Vehicle Mileage Es	stimated Miles:	15000	Rate Per Mile	: <b>\$0.575</b>	\$8,625.00
				TOTAL COST:	\$590,958.42
			TOTAL TO NOT BE	E EXCEEDED:	

			Inv	asive Shot-hole Borer			—
				e Removal Work Plan			
				2020 through FY 2021			
				roval through March 3			
					-,		
			COL	UNTY: Santa Barbara			
			Agreemen	t Manager: Stephanie	e Stark		
		Hourly Benefit		Estimated Hours to			
Title	Hourly Wage	Amount	Total Hourly Rate	be Worked	Total Cost		
AGWM I Extra Help	\$24.16	\$0.00	\$24.16	50	\$1,208.00		
Agricultural Biologist/W&M I	\$29.49	\$17.00	\$46.49	200	\$9,298.00		
Agricultural Biologist/W&M II	\$34.23	\$22.50	\$56.73	200	\$11,346.00		
Agricultural Biologist/W&M III	\$37.81	\$39.40	\$77.21	200	\$15,442.00		
Supervising Agricultural Biologist	\$39.92	\$33.50	\$73.42	40	\$2,936.80		
Deputy Commissioner	\$45.57	\$32.13	\$77.70	150	\$11,655.00	 	
Admin Prof II	\$25.78	\$23.47	\$49.25	50	\$2,462.50		
Admin Prof Senior	\$33.69	\$34.83	\$68.52	50	\$3,426.00		
Ag IPM Specialist	\$41.96	\$23.34	\$65.30	170	\$11,101.00		
Assistant Agricultural Commissioner	\$63.42	\$44.16	\$107.58	30	\$3,227.40		
			*Total:	1140	\$72,102.70		
	┨────┤						
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*Total "Estimated Hours to Be Work	ed wust match	i the "Total Hours" (	on the work Plan.				

#### Invasive Shot-hole Borer Tree Removal Work Plan FY 2019/2020 through FY 2021/2022 Upon Approval through March 30, 2022

### COUNTY: Santa Barbara Agreement Manager: Stephanie Stark

Expenses Description				Γotal
Personnel Costs for Regulatory Activities	Tree Removal, Treatment and Disposal, Post Survey Trapping and Monitoring, Prioritized Trapping and Surveys, Data Entry and Attend Meetings.	Total Activity Hours:	1,140	\$72,102.70
Overhead Costs	Indirect Costs (Not to exceed 12% of Total Direct Costs)	Overhead Percentage:	12%	\$8,652.32
Operating Expenses	All supply/equipment costs exceeding \$5,000.00 must be accompanied by an itemized list of items to be purchased.	Itemized Supply List Required (Y/N):	N	\$501,578.40
Vehicles Mileage	Mileage rate must be \$0.58, or current federal rate (http://www.irs.gov).	Estimated Miles:	15000	\$8,625.00
Venicles Mileage	wheage rate must be \$0.56, or current rederarrate (http://www.irs.gov).	Rate Per Mile:	0.575	
		TOTAL COST: \$590,		\$590,958.42