



OLYMPIC VALLEY PUBLIC SERVICE DISTRICT



EXHIBIT F-15
36 Pages

Tahoe Truckee Community Foundation (TTCF) Forest Futures Truckee North Tahoe Forest Management Program (TNTFMP) Grant Agreement

DATE: June 27, 2023

TO: District Board Members

FROM: Jessica Asher, Program Manager; Allen Riley, Fire Chief; and Brad Chisholm, Fire Chief

SUBJECT: TTCF Forest Futures, TNTFMP – Approve Grant Agreement for \$45,125 – CWPP Project OV-4 – Planning, Design & Permitting

BACKGROUND: The Tahoe Truckee Community Foundation (TTCF) has developed the *Forest Futures* program, a three-year, \$30M campaign, to protect the North Tahoe/Truckee community from the devastation of forest fires by aligning local organizations around fire mitigation, and investing in forest infrastructure and innovation. The District has been collaborating with TTCF staff since the program was initiated to identify ways that TTCF can support the District's Fuels Management Program through grant funding for projects, and development of regional solutions related to defensible space, Firewise Communities, and staff shortages for this important work.

The Truckee North Tahoe Forest Management Program (TNTFMP) is a pilot program to assist forested private property owners with wildfire resilience efforts made possible by a \$1.9M grant through the CAL FIRE Wildfire Resilience Block Grant Program. To be eligible for funding, landowners must own greater than 3 acres and less than 5,000 acres of private, non-industrial forestland.

Staff, with contracted support from Danielle Bradfield from Feather River Forestry, applied to the TNTFMP for funding to design and permit the OV-4 Fuels Reduction Project. One of five hazardous fuel reduction projects identified in the 2022 Community Wildfire Protection Plan (CWPP), this project will address wildfire risk by completing layout, design, and CEQA compliance for a minimum 150-foot-wide fuel break surrounding the perimeter of residential properties, buildings, and other structures in the valley. The area contains native forest land

exhibiting a high degree of vertical and horizontal fuel continuity immediately adjacent to the residential areas of Olympic Valley, presenting significant wildfire risk to the community. This project will work on private parcels greater than 3 acres totaling approximately 100-acres.

DISCUSSION: The Fire Department was awarded a \$45,125 grant from the TNTFMP to fund the OV-4 Fuels Management Project. After the design and permitting are complete, the Project will be ready to implement and be more competitive in future grant applications for implementation funding. Fire Department staff, including Registered Professional Forester Danielle Bradfield, will begin outreach to property owners in the summer of 2023.

ALTERNATIVES:

1. Authorize the Board President, Fire Chief, and / or the General Manager to execute the Grant Agreement (Funding Contract) with Tahoe Truckee Community Foundation.
2. Do not approve the Agreement.

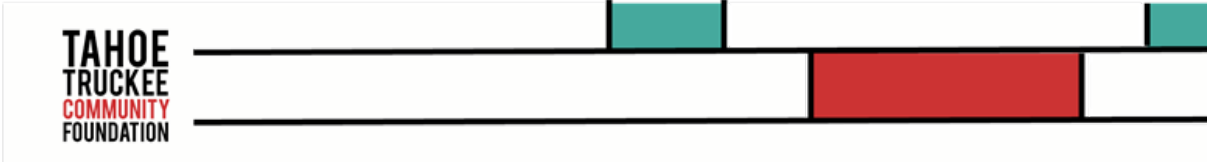
FISCAL/RESOURCE IMPACTS: Acceptance of the grant will provide \$45,125 to fund fuels reduction work within the community. The District applied for grant funding to cover District staff labor and supplies as well, however, that project cost was not awarded as part of the grant. It is expected that staff including Chief Chisholm, Captain DeDeo, Mike Geary, Jessica Asher, and Dave Hunt will provide labor resources to support the project outreach and CEQA permitting process.

RECOMMENDATION: Authorize the Board President, Fire Chief, and / or the General Manager to execute the Grant Agreement with Tahoe Truckee Community Foundation.

ATTACHMENTS:

- TTCF Forest Futures Grant Agreement (to be posted to the District's website and provided to the Board of Directors when it becomes available).
- Grant Award Notice dated June 15, 2023.
- OV-4 Fuel Reduction Project Application dated April 14, 2023.

DATE PREPARED: June 23, 2023



Congratulations! A grant amount of \$45,125.00 was approved by the TTCF Board on June 8th to support the project development and CEQA process for the project identified from OVPSD’s CWPP. Please note that the project performance period shall start upon the date the funding agreement is fully executed with signatures by both parties and will go through the designated funding termination date. Only costs incurred during this project performance period will be eligible for payment.

TTCF encourages you to embrace the challenges and opportunities that lie ahead. Please note that this Grant funding comes with a responsibility to fulfill and deliver the objectives outlined in your application. TTCF encourages you to adhere to the reporting requirements and timelines. TTCF and CAL FIRE will be interested in seeing the progress and outcomes of your work.

Anne Graham will serve as your main point of contact for the term of this Agreement. For any Agreement related questions please reach out to Parisa Nodehi.

Anne Graham Forest Futures Program Coordinator anne@ttcf.net	Parisa Nodehi Director of Operations parisa@ttcf.net
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Included are the Grant Agreement, Grant Project Description, Insurance Requirements, Progress Report Template, and Acknowledgments.

We wish you success in your project and look forward to seeing its development and positive impact.

Warm regards,

Parisa Nodehi
Director of Operations
Tahoe Truckee Community Foundation

**GRANT AGREEMENT
TRUCKEE NORTH TAHOE FOREST MANAGEMENT PROGRAM**

Grantee: Olympic Valley Public Services District

Amount: \$45,125.00

Grant Period: July 01, 2023 - June 30, 2024

This Agreement is made effective on the last date signed below (the “Effective Date”) by and between **Tahoe Truckee Community Foundation (“TTCF”)** and **Olympic Valley Public Services District (“Grantee”)**. TTCF and Grantee (individually, “Party,” and together, the “Parties”) hereby agree as follows:

- I. **DEFINITIONS.** The followings capitalized terms used in this agreement shall have the meanings defined in this section:
 - A. CEQA means the California Environmental Quality Act, California Public Resources Code section 21000 et seq. and its Guidelines, California Code of Regulations, title 14, section 15000 et seq.
 - B. Final Report means the report described in Sections VI.C.ii and VI.C.iii of this Agreement
 - C. Funding Agency means the State of California, through its Department of Forestry and Fire Protection (CAL FIRE), which provided all or a portion of the funds granted pursuant to this Agreement.
 - D. Grant Project Description means the description and scope of the work funded by the grant under this Agreement, as set forth in Exhibit A.
 - E. Portal means the Foundant Grant Management Portal.
 - F. Progress Report means the quarterly report described in Sections VI.C.i and VI.C.iii of this Agreement.
 - G. Project means the work described in the Grant Project Description.
 - H. Registered Professional Forester means a forester who is registered with the California Office of Professional Foresters Registration in compliance with the California Professional Foresters Law, California Public Resources Code sections 750 to 783.
- II. **PURPOSE OF GRANT.**

- A. The grant shall be used solely for the purpose stated in Exhibit A to this Agreement (“Grant Project Description”). All work funded by this Agreement shall be completed in accordance with the Grant Project Description.
- B. No part of the funds shall be used:
 - i. for direct religious activities;
 - ii. to lobby or otherwise attempt to influence legislation;
 - iii. to influence the outcome of any specific public election or participate in any political campaign; or
 - iv. for programs that discriminate 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.

III. **GRANT TERM.** This Agreement begins on the Effective Date and ends on June 30, 2024, unless terminated earlier as provided herein. This Agreement may be extended in one-year increments by mutual agreement, in writing, by the Parties. Requests for extensions shall be received in writing no later than 30 days prior to the end of the stated Grant Term. The Agreement shall be extended no more than twice.

IV. **GRANT.**

- A. Grant Amount. The total grant funding provided pursuant to this Agreement shall not exceed the total sum of **forty-thousand one hundred and twenty five dollars (\$45,125.00)**.
- B. Budget. If this grant has been based upon a specific expense budget, a copy of that budget has been included in the Grant Project Description. No changes may be made in the budgetary allocations of the grant award without TTCF’s written approval.
- C. Disbursement Prerequisites. TTCF will not disburse any grant funds until (1) this Agreement is fully executed, (2) Grantee has submitted a signed Federal Taxpayer ID Number Form (substitute IRS Form W-9), and (3) any other pre-invoice requirements specified in the Grant Project Description have been completed.
- D. Use of Grant Funds. In accepting grant funds, Grantee agrees that it will use or expend grant funds, or any portion thereof, only as provided for in this Agreement and, without limiting the generality of the foregoing, agrees to purchase materials, equipment, or other property specified in the Grant Project Description only for use in connection with the Project authorized by this Agreement, except as may be otherwise provided herein. Grantee will not be

reimbursed for, or will be required to repay, any grant funds not used in accordance with this Agreement and the Grant Project Description.

V. STATE FUNDING.

- A. This Grant is funded in whole or in part by the State of California through its Department of Forestry and Fire Protection (CAL FIRE) (“Funding Agency”). Grantee must comply with all of the rules and regulations required by the Funding Agency, which are set forth throughout this Agreement and in full in the funding grant agreement available from TTCF upon request. Grantee shall not perform any act, fail to perform any act, or refuse to comply with any TTCF requests that would cause TTCF to be in violation of TTCF’s agreement with the Funding Agency.
- B. If Grantee claims or receives payment from TTCF for an aspect of the Grant Project, reimbursement for which is later disallowed by the Funding Agency, then Grantee shall promptly refund the disallowed amount to TTCF upon TTCF’s request. At its option, TTCF may offset the amount disallowed from any payment due or to become due to Grantee under this Agreement or any other agreement.
- C. TTCF may terminate or suspend performance of this Agreement if the Funding Agency suspends or terminates funding pursuant to the terms of the Funding Agreement. In the event of suspension or termination, TTCF shall be obligated to fund only that portion of Grantee’s work performed prior to the suspension or termination of the Funding Agreement.
- D. To comply with Funding Agency requirements, Forest Management Plans developed with funding from this grant must be written by a Registered Professional Forester.

VI. GRANTEE OBLIGATIONS.

- A. Implementation. The Grantee agrees to complete the Project in accordance with the Grant Project Description by June 30, 2024.
- B. Compliance with Laws. Grantee shall obtain any and all necessary permits and comply with all federal, state, and local laws and regulations relating to the implementation of the Project. TTCF reserves the right to immediately terminate this Agreement if Grantee fails to comply with these requirements.
- C. Reporting.
 - i. *Progress Reports.*

- a. For technical assistance projects for the development of a Management Plan, Grantee shall submit to TTCF a Progress Report on the first day of each quarter (January 1, April 1, July 1, October 1). The first report shall be submitted in the quarter following the quarter in which the Project begins. Quarterly reports are required even if there is little or no activity on the Project during the period.
 - b. For technical assistance for the CEQA environmental compliance process, Grantee shall submit to TTCF a Progress Report on the first day of each quarter (January 1, April 1, July 1, October 1). Grantee shall also submit a Progress Report to TTCF at the time of submission of the CEQA paperwork. The first report shall be submitted in the quarter following the quarter in which the Project begins. Quarterly reports are required even if there is little or no activity on the Project during the period.
 - c. For implementation, Grantee shall submit to TTCF a Progress Report on the first day of each quarter (January 1, April 1, July 1, October 1). The first report shall be submitted in the quarter following the quarter in which the Project begins. Quarterly reports are required even if there is little or no activity on the Project during the period.
- ii. *Final Report.* Within thirty (30) days of the conclusion of the Project or the Grant Term, whichever comes first, Grantee agrees to provide a Final Report on the use of the grant to TTCF.
 - iii. *Report Contents.* The Progress Reports and Final Report shall include:
 - a. Grant and matching funds expended for the reporting period and to date for the grant.
 - b. Supporting documentation of grant funds expended for the reporting period (i.e. invoice from Registered Professional Forester).
 - c. Written update on progress to date, challenges faced, and any additional need for support or modifications to the project timeline or budget.
 - d. Any products developed using funds from this program (i.e. Management Plan, CEQA documentation, project implementation maps). These products will be shared with CAL FIRE by TTCF.

- e. For implementation projects: the grantee will provide the following produced by a Registered Professional Forester or qualified resource professional (1) a topographic map containing a north arrow, legend, map scale, project location and Assessor's Parcel number and (2) an ESRI shapefile (Zipped folder, will all files .shp, .shx, .prj, etc.) polygon feature that depicts the outer footprint boundaries of the area on which treatment activities have been completed. The shapefile shall depict the actual project treatment area and shall be detailed/accurate enough that the GIS calculated acreage deviates from the invoiced acreage by no more than 5%.

D. Site Visits, Documentation, and Photographs.

- i. Grantee agrees to permit TTCF and Funding Agency to visit the Project site periodically to ensure the work being done or completed complies with the approved Project. Disbursement of grant funds may be contingent upon inspections by the Funding Agency, and reimbursement could be delayed if inspections cannot be completed promptly.

IF GRANTEE DOES NOT ALLOW TTCF AND FUNDING AGENCY ACCESS TO GRANTEE'S PROPERTY TO INSPECT THE PROJECT SITE, GRANTEE MAY NOT BE REIMBURSED FOR WORK DONE PURSUANT TO THIS AGREEMENT OR MAY BE REQUIRED TO PAY BACK GRANT FUNDS ALREADY RECEIVED.

- ii. Grantee agrees to allow TTCF, at TTCF's discretion, to document activities conducted pursuant to this Agreement with photographs, including conditions before and after implementation, and to include such photographs and descriptions of the Project for TTCF's public relations or fundraising purposes.

- E. Insurance. Grantee shall carry insurance as required by the provisions set forth in Exhibit B to this Agreement. TTCF will not execute this Agreement until TTCF approves receipt of satisfactory certificates of insurance and endorsements evidencing the type, amount, class of operations covered, and the effective and expiration dates of coverage maintained by Grantee.
- F. Record Retention and Audit. Grantee must maintain complete and accurate accounting records relating to this Agreement, which must be available to TTCF for review and audit. The records and supporting documents must be kept separate from other records and must be maintained for five (5) years from the date of TTCF's final payment.

VII. GRANT DISBURSEMENT.

- A. Grantee may receive funds in two ways:
- i. *Reimbursement.* Grantee may be reimbursed for expenditures approved in this grant agreement by submitting a paid invoice receipt from a Registered Professional Forester, consultant, or contractor to TTCF through the Portal. Upon receiving the paid invoice receipt, TTCF will process for reimbursement to the Grantee. Grantee will receive a check for approved reimbursements to the mailing address provided in this Agreement.
 - ii. *Advance Payment.*
 - a. If Grantee is unable to cover the upfront costs of the Grant Project, Grantee may request approval from TTCF to apply for advance payment. Requests for advance payment will require Grantee to provide a statement of hardship and are subject to TTCF's sole discretion based on its internal criteria, and approval will be made on a case by case basis and may be withheld for any reason.
 - b. If TTCF approves advance payment, Grantee may submit for payment an unpaid invoice from a Registered Professional Forester, consultant, or contractor to TTCF through the Portal. Upon receipt of the unpaid invoice, TTCF will process for advance payment to the Grantee. Grantee will be issued a check to the mailing address provided in this Agreement within 15 business days.
 - c. After Grantee pays its contractor or consultant, Grantee must immediately provide TTCF with the paid invoice receipt by submitting it through the Portal. If Grantee does not promptly submit a paid invoice receipt, Grantee will be barred from requesting advance payment in the future.
 - d. TTCF is not responsible for late payments to contractors/consultants as a result of the Grantee relying on this provision.
- B. Invoices submitted to TTCF must include a description of work completed for the payment requested that can be clearly verified as allowable types of work/costs within the CAL FIRE program. Grantee must also submit any additional information required by the Grant Project Description before TTCF will release funds to Grantee.
- C. All grant disbursements must be formalized through the Portal.

VIII. PUBLICITY AND ACKNOWLEDGMENT.

- A. Grantee agrees to recognize this grant in Grantee’s publications and through the media (such as a letter to the editor, press on your project that acknowledges TTCF’s donation, or a specific press release on the award). Acknowledgment may also be done by a sign on the Project site. Any acknowledgment must include the following statement: “Funding for this project provided by the Tahoe Truckee Community Foundation and the California Department of Forestry and Fire Protection’s Wildfire Resilience Program.”
- B. Grantee agrees that TTCF may publicize the grant, including posting about the grant and Grantee on its website, in social media, and including such information in its publications, including newsletters and annual reports. TTCF may also share a list of all of its grantees, including Grantee, with its donors annually.

IX. INDEMNIFICATION. To the fullest extent permitted by law, Grantee agrees to indemnify, defend, and hold harmless TTCF and its directors, officers, employees, agents, and volunteers from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, or costs (including, without limitation, costs and fees of litigation including attorneys’ fees) (“Claims”) of any kind whatsoever without restriction or limitation, incurred in relation to, as a consequence of, or arising out of or in any way attributable actually, allegedly, or impliedly, in whole or in part, to performance of this Agreement, including any Claims related to work performed to complete the Project and payments therefor. All obligations under this provision are to be paid by Grantee as they are incurred by TTCF. This Section IX shall survive termination of the Agreement.

X. NOTICE.

Any notices required pursuant to this Agreement shall be sent in writing to the persons below, which will be considered effective on the date of personal delivery or the date confirmed by a reputable overnight delivery service, on the fifth (5th) calendar day after deposit in the United States Mail, postage prepaid, registered or certified, or the next business day following electronic submission:

Tahoe Truckee Community Foundation 11071 Donner Pass Road Truckee, CA 96161 Attn: Anne Graham anne@ttcf.net 919.607.6326	Olympic Valley Public Services District PO Box 2026 305 Olympic Valley Road Olympic Valley, CA 96146 Attn: Jessica Asher jasher@ovpsd.org 530.583.4692
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XI. ASSIGNMENT AND SURVIVAL. Grantee shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of TTCF. Any attempt to do so will be null and void. This Agreement shall be binding on any heirs, assigns and successors-in-interest to the Grantee.

XII. TERMINATION. Either party may terminate this Agreement, with or without cause, by providing thirty (30) days' notice in writing to the other party. TTCF may terminate this Agreement at any time without prior notice in the event that Grantee commits a material breach of the terms of this Agreement. Upon termination, this Agreement shall become of no further force or effect whatsoever, and each of the parties hereto shall be relieved and discharged from their obligations under this Agreement, subject to payment for acceptable grant implementation work carried out prior to the expiration of the notice of termination. Notwithstanding the foregoing, all provisions which by their nature must continue after the Agreement expires or is terminated shall survive the Agreement and remain in full force and effect, including but not limited to the provisions of this Agreement concerning Indemnification (Section IX); Governing Law and Venue (Section XIII.A); Dispute Resolution (Section XIII.B); and Attorneys' Fees (Section XIII.C).

XIII. MISCELLANEOUS.

- A. Governing Law and Venue. This Agreement is governed by the laws of the State of California. Any lawsuits filed related to this Agreement must be filed with the Superior Court for the County of Nevada, State of California.
- B. Dispute Resolution. The Parties shall make a good faith effort to settle any dispute arising under this Agreement. If the Parties fail to resolve such disputes, they shall submit them to nonbinding mediation in California at equal shared expense of the Parties for at least eight (8) hours of mediation. If mediation does not arrive at a satisfactory result, arbitration, if agreed to by all Parties, or litigation may be pursued. If the parties elect arbitration, the Parties shall share expenses equally, and the arbitrator's award must be supported by law and substantial evidence and include detailed written findings of law and fact.
- C. Attorneys' Fees. If either party initiates legal action, files a complaint or cross-complaint, or pursues arbitration, appeal, or other proceedings to enforce its rights or a judgment in connection with this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs.
- D. Waiver. Neither the acknowledgement of work or disbursement of grant funds pursuant to this Agreement shall constitute a waiver of any rights or obligations arising under this Agreement. The failure by TTCF to enforce any of Grantee's

obligations or to exercise TTCF's rights shall in no event be deemed a waiver of the right to do so thereafter.

- E. Notice of Nonrenewal. Grantee understands and agrees that there is no representation, implication, or understanding that Grantee may be entitled to grant funds in the future or that the work or other activity funded by TTCF pursuant to this Agreement will be funded by TTCF under a new agreement following expiration or termination of this Agreement. Grantee waives all rights or claims related to any failure by TTCF to continue to fund all or any such activities by Grantee following the expiration or termination of this Agreement.
- F. Third Party Beneficiaries. There are no intended third party beneficiaries of this Agreement.
- G. Entire Agreement. This Agreement represents the full and complete understanding of every kind or nature between the parties, and supersedes any other agreement(s) and understanding(s) on this subject, either oral or written, between the parties. Any modification of this Agreement will be effective only if in writing and signed by each party's authorized representative. No verbal agreement or implied covenant will be valid to amend or abridge this Agreement. If there is any inconsistency between any term, clause, or provision of the main Agreement and any term, clause, or provision of the attachments or exhibits thereto, the terms of the main Agreement shall prevail and be controlling unless otherwise indicated.
- H. Severability. If any term or provision of this Agreement, or its application to a particular situation, is found by the court to be void, invalid, illegal, or unenforceable, such term or provision shall remain in force and effect to the extent allowed by such ruling. All other terms and provisions of this Agreement or their application to specific situations shall remain in full force and effect. The parties agree to work in good faith to amend this Agreement to carry out its intent.
- I. Execution. Each individual executing this Agreement, on behalf of one of the Parties, represents that he or she is duly authorized to sign and deliver the Agreement on behalf of such party and that this Agreement is binding on such party in accordance with its terms. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.
- J. Electronic Signatures. Unless otherwise prohibited by law, the Parties agree that an electronic signature to this Agreement and an electronic copy of this Agreement have the same force and legal effect as an original ink signature transmitted in hard copy (e.g., transmission via email of a .pdf file containing a scanned or digitally applied signature).

EXHIBITS

Exhibit A: Grant Project Description

Exhibit B: Insurance Requirements

Exhibit C: Quarterly Progress Report Template

Exhibit D: Acknowledgments

Grantee	Tahoe Truckee Community Foundation
<hr/> Olympic Valley Public Services District Date: _____	<hr/> Stacy Caldwell, Chief Executive Officer and President Date: _____

EXHIBIT A

Grant Project Description

- Grantee is awarded Grant Funds for the following project:
 - The project entails planning and layout for the OV-4 Fuels Reduction Project within the community of Olympic Valley. The OV-4 project is listed as a priority project within the Olympic Valley Community Wildfire Protection Plan (CWPP). This project essentially creates a minimum 150-foot perimeter fuel break around residential properties, structures, and other buildings throughout the entire community of Olympic Valley. The project area contains approximately 100 acres upon multiple privately owned parcels throughout Olympic Valley.
 - Deliverables of this project include 1) Project design and layout, and 2) CEQA compliance.
 - Work to be conducted to achieve project deliverables includes 1) landowner outreach to determine project participants, 2) field layout and design to spatially define treatment area boundaries, resource protection zones, and treatment methodologies, 3) completion and submittal of CEQA Notice of Exemption for those project areas to receive non-commercial treatment, and 4) CAL FIRE Forest Fire Prevention Exemption for those areas where wood product will be removed from the project area or otherwise traded, bartered, sold, or exchanged.
 - Olympic Valley Public Service District (“OVPSD”) has a California Registered Professional Forester under contract and will utilize this professional to complete the project outreach, design, layout, CEQA compliance and any necessary CAL FIRE permitting to bring the project to “shovel ready” status. OVPSD personnel will assist the RPF with initial project advertisement and outreach.
- Requirements for Use of Grant Funds:
 - Contractors whose services are funded by grant funds must be licensed in the State of California and insured, with proof of insurance and license number provided to TTCF as part of the application for reimbursement.
 - Grantee has been approved for a specific scope of work that is allowable under this specific CAL FIRE grant program. Funds disbursed must be used explicitly for what the grantee was approved to complete. These allowable types of work include:
 - Forest Management Planning
 - Technical Assistance
 - RPF Supervision
 - Site Preparation

- Tree Planting- describe the number of trees planted, location planted, and species.
- Tree Protection
- Timber Stand Improvement
- Pruning
- Follow-up
- Acres treated and/or planted

Project Component	Description	Resources
Forest Management Plan (FMP)	A FMP outlines the conditions and capability of property resources, documents the landowner’s objectives and decisions, and identifies potential resource improvement projects. It is meant to be a flexible and educational document that considers a planning horizon of at least 5 years but may include objectives that require a much longer time period. To receive funding through the TNTFMP and comply with this grant agreement, FMPs must be completed by a Registered Professional Forester using the template attached to this appendix.	UC Cooperative Extension - Starting Your Forest Management Plan
California Environmental Quality Act (CEQA) Compliance	CEQA requires state and local agencies to follow a protocol of analysis and public disclosure of environmental impacts of proposed projects and, in a departure from NEPA, adopt all feasible measures to mitigate those impacts. This protocol of analysis must be completed on any proposed forest management activities that are funded through this program and proof of compliance must be submitted to TTCF who will submit it to CAL FIRE for approval.	CA Office of Planning and Research - CEQA
Project Implementation	Funding for project implementation requires the completion of a Forest Management Plan and CEQA analysis of the proposed implementation activities.	Contact TTCF staff if you have questions about eligible project implementation

	Implementation activities can include: <ul style="list-style-type: none"> ● Site Preparation ● Tree Planting for fire recovery ● Tree Protection ● Timber Stand Improvement ● Pruning ● Follow-up work 	activities.
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- A budget for the Grant is attached hereto.

Budget Item	Description (if applicable)	Units (if applicable)	Rate (if applicable)	Total Cost	TNTFMP Funding Request	Grantee Match (if applicable)
		<i>(e.g., # hours, # acres)</i>	<i>(e.g., \$/hour, \$/acre)</i>			
Registered Professional Forester	Project Outreach, Layout, CEQA compliance	475	\$95.00	45,125.00	45,125.00	
District Personnel - Project Outreach	Initial Project Outreach	40	140.83	5,633.20		5,633.20
TOTAL PROPOSED PROJECT COSTS				50,758.20	45,125.00	5,633.20

Summary Table	
TNTFMP Funding Request	45,125.00
Grantee Match (if applicable)	5,633.20
Funding Request + Match = Total Proposed Project Cost	50,758.20
Total Proposed Project Cost	50,758.20

EXHIBIT B

Insurance Requirements

Grantee, at its own cost and expense, shall carry, maintain for the duration of the Agreement, and provide proof thereof that is acceptable to TTCF, the following insurance as specified herein.

1. Insurance Requirements.

- Statutory Worker's Compensation Insurance and Employer's Liability Insurance coverage: \$1,000,000 (Minimum per each accident for injury or death)
- Commercial General Liability Insurance: \$2,000,000 (Minimum per occurrence), \$2,000,000 or 4,000,000 Aggregate (see Section 3, below)

2. **Workers' Compensation.** Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Grantee shall be provided as required by the California Labor Code. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of TTCF for all work performed by Grantee, its employees, agents, and subcontractors

3. **Commercial General Liability.** Grantee, at Grantee's own cost and expense, shall maintain Commercial General Liability ("CGL") insurance for the period covered by this Agreement in an amount not less than the amount set forth in this Insurance Requirements document, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting there from, and damage to property resulting from activities contemplated under this Agreement. Coverage shall be at least as broad as the latest edition of the Insurance Services Office Commercial General Liability occurrence form CG 0001. No endorsement shall be attached limiting the coverage.

- a. TTCF and its directors, officers, employees, agents, and volunteers are to be covered as additional insured on Grantee's CGL policy. The coverage shall contain no special limitations on the scope of protection afforded to TTCF, and its directors, officers, employees, agents, or volunteers.
- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims made basis.
- c. An endorsement must state that coverage is primary insurance and that no other insurance affected by TTCF will be called upon to contribute to a loss under the coverage.

- d. Any failure of Grantee to comply with reporting provisions of the policy shall not affect coverage provided to TTCF and its directors, officers, employees, agents, and volunteers.
 - e. Insurance is to be placed with California-admitted insurers with an A.M. Best rating of A:VII or greater.
4. **Notice of Reduction in Coverage.** In the event that any coverage required under the Agreement is reduced, limited, or materially affected in any other manner, Grantee shall provide written notice to TTCF at Grantee's earliest possible opportunity and in no case later than thirty (30) days prior to the change in coverage.
5. **Higher Insurance Limits.** If Grantee maintains broader coverage and/or higher limits than the minimums shown above, TTCF shall be entitled to coverage for the higher insurance limits maintained by Grantee.

Exhibit C



Truckee North Tahoe Forest Management Program Progress Report

Grantee: Olympic Valley Public Services District

Quarterly Report Number: 02

Quarterly Report Dates: October 1, 2023 to December 31, 2023

Progress Reports are an explanation of what occurred during a 3-month period. If no fiscal activity occurred, that is acceptable, but explain what did occur during the time period (i.e. plans made, challenges you have faced, problems with the current plan, etc.). Please include any details about the upcoming project/workshop/purchases that you will be making to fulfill your project and a project timeline on when your project will be completed.

Summary of activities that occurred during the grant reporting period. (i.e. expenditures, after actions identified, etc., Please include pictures (please attach pictures as a .jpeg)).

Challenges faced during the grant reporting period and possible challenges in the future. (i.e. delays due to the weather, contract bids coming in higher than planned, change of project manager, location change, etc.)

Quarterly Report Dates:



Truckee North Tahoe Forest Management Program Progress Report

Relation of activities identified to overall goals, deliverables and timeline of project. (i.e. completed 30 acres out of 100 acres planned, or 30% of planned acres have been treated, RPF conducted site visits, etc.)

How challenges impact overall grant accomplishments and our plans to remedy the situation. (i.e. one month delay in completing CEQA but will be able to redirect work on the project so will still be able to complete within the grant period, will be submitting a grant modification request to extend the grant performance end date to MM/DD/YYYY or to realign funding from XXX to XXX, will be treating fewer acres, etc.)

General outlook (i.e. Project will be completed on time within budgeted amount, due to cost increases will only be able to achieve 90% of the original target, etc.)

Overall accomplishment and impacts (i.e. treated 110 acres instead of the 100 acres planned within funding allotted, exceeding accomplishments by 10%. Include how we plan on using the accomplishments beyond the grant period and include pictures (before and after for fuels reduction projects) and copies of materials published using grant funds.

CEQA/NEPA compliance (i.e. the status of CEQA/NEPA if applicable)

Wildfire Impact (i.e. was the grant/activity impacted by a wildfire in the immediate vicinity (within 1 mile).

Please submit this progress report with any payable invoices not previously submitted.

Exhibit D

Acknowledgments

By signing this Agreement, the Grantee acknowledges and affirms the following:

- The Grantee hereby acknowledges and affirms that they are the lawful and sole owner of the property located at [Address], hereinafter referred to as the "Property." The Grantee possesses all necessary legal rights, title, and interest in the Property, and has the authority to enter into this agreement.
- Grantee hereby acknowledges and affirms that there are no pending lawsuits against the Property that could hinder or impede the Property improvements pursuant to the Grant.
- Grantee hereby acknowledges and affirms that there are no outstanding liens or encumbrances on the Property that could potentially complicate or delay the progress of the property improvements.
- Grantee hereby acknowledges and affirms that in the event they sell the property for which the grant funding has been provided, they will no longer be eligible to receive additional grant funding from TTCF for the Property, and any unused amounts of the Grant. Grantee understands that the grant funding is tied specifically to their ownership of the Property at the time of the Grant Agreement and may only be used for work on the Property in accordance with the Grant Agreement. Grantee may not transfer grant funds to use on a different property.
- Furthermore, the Grantee acknowledges and understands that if the property is sold to a new homeowner who wishes to complete the grant-funded project pursuant to the Grant Agreement, the new homeowner will be required to submit a separate application for grant funding, subject to TTCF's eligibility criteria, application process, and available funding at the time of application. Grantee acknowledges that they will not have any involvement or influence over the new homeowner's application or TTCF's decision regarding grant funding for the new homeowner.
- The Grantee hereby acknowledges and affirms that the individual(s) listed below have the authority to sign, execute, and bind the Grantee to the terms and conditions of the aforementioned Grant Agreement on behalf of the Grantee:

Name: _____ Date: _____

Name: _____ Date: _____

- TTCF and Grantee acknowledge that any disputes or issues arising from the authority to sign this Grant Agreement shall be resolved in accordance with Governing Law (Section XIII. A), Dispute Resolution (Section XIII. B), and Attorneys' Fees (Section XIII. C) of the Grant Agreement.

Mike Geary

From: Anne Graham <anne@ttcf.net>
Sent: Thursday, June 15, 2023 9:20 AM
To: Jessica Asher
Cc: Parisa Nodehi; Mike Geary; Allen Riley; Brad Chisholm

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Jessica,

Thank you for applying to our 2023 Truckee North Tahoe Forest Management Program Grant Cycle. Congratulations! A grant amount of \$45,125.00 was approved by the TTCF Board on June 8th to support the project development and CEQA process for the project identified from OVPSD's CWPP.

TTCF's Director of Operations, Parisa Nodehi (CCed here), will be following up with further instructions on the contracting process to confirm acceptance of the funds. You will hear from her by June 27th if not sooner.

Please note that the project performance period shall start upon the date the funding agreement is fully executed with signatures by both parties and will go through the designated funding termination date. Only costs incurred during this project performance period will be eligible for payment.

If you have any questions in the meantime, please do not hesitate to reach out.

Sincerely,
Anne Graham
Forest Futures Program Coordinator
Tahoe Truckee Community Foundation

Anne Graham
Forest Futures Program Coordinator
Tahoe Truckee Community Foundation
Cell: 919.607.6326



TNTFMP_OVPSD_096060067000

2023 Truckee North Tahoe Forest Management Program Application

Olympic Valley Public Service District

P.O. Box 2026
305 Olypmic Valley Rd.
Olympic Valley, CA 96146

jasher@ovpsd.org
O: (530) 583-4692

Jessica Asher

jasher@ovpsd.org

Application Form

Applicant Information

Applicant Type*

Please indicate which of the following legal entity type describes your applicant status. You may only select one.

Other

Description of Project Support*

Please indicate what type of funding you are seeking; option is single select only.

Go through the CEQA environmental compliance process

Statement of Need*

Please describe the current conditions of the property. You may additionally provide context to surrounding area (i.e. proximity to populated areas, adjacent property work, etc.).

The OV-4 project area contains native forestland exhibiting a high degree of vertical and horizontal fuel continuity immediately adjacent to the residential areas of Olympic Valley, presenting a significant wildfire risk to the community. Native conifers are overly dense within the project area, exceeding 200 square feet basal area per acre with a quadratic mean diameter of 14 inches. The diameter distribution of these stands is heavily weighted to smaller diameter trees 5" to 18" DBH situated over dead/down woody debris and native shrubs in the understory. This fuel arrangement contains a high degree of horizontal and vertical fuel continuity, potentially supporting extreme fire behavior and ember cast production within the greater Olympic Valley.

The proposed OV-4 project would address the aforementioned wildfire risk by completing CEQA compliance for a minimum 150-foot wide fuel break surrounding the perimeter of residential properties, buildings, and other structures in the valley. Deliverables of this project include 1) Project design and layout, and 2) CEQA compliance. With these deliverables, the OV-4 project will be ready to implement and ultimately more competitive in future grant applications for implementation funding. This project is only requesting funding to work on the private parcels greater than 3 acres shown in the OV-4 project. There are approx. 20 property owners which have eligible property and the land owned by these 20 entities represents nearly 80% of the total OV-4 project within Olympic Valley as shown in Figure 21.

The proposed OV-4 project is one of five hazardous fuels reduction projects identified in the Olympic Valley Community Wildfire Protection Plan. Two of the five projects are currently underway and will be completed in 2023. The funding of the proposed project will provide for the preparatory field work and CEQA compliance to be completed, facilitating future funding of the implementation of this complex and very important project. Due to the extent of the project area, number of parcels and landowners included, the planning process for the OV-4 project is more complex than the other priority fuels projects listed in the Olympic Valley CWPP. Hence, funding for the planning and CEQA compliance of this project is the first step to facilitate future implementation.

Management Plan*

Does your property have a management plan written by a qualified resource professional?

No

Proposed Project Location*

Is the proposed project location the same as your mailing address?

No

Property Acreage*

What is the total acreage of your property?

100

Project Acreage*

What is the total acreage of the proposed project?

100

Project Location - APN*

Please enter the Assessor's Parcel Number (APN) for your project location. You may only include one APN for the purpose of the LOI. This should be where the majority of your project acreage is located. Please do not use dashes.

If you need assistance locating your APN please reference County Maps & Parcel Data at the following external websites:

- El Dorado County
- Nevada County
- Placer County
- Sierra County

When inputting your street address to the county database, if you encounter a challenge try looking it up by number only.

096060067000

W-9*

Please upload a copy of your W-9 here. If awarded, this information will serve as Payee Data for the applicant.

W-9 OVPSD.pdf

Additional Information

Project Location - Street Address

Please enter the street name and number

305 Olympic Valley Road

Project Location - City

Olympic Valley

Project Location - Postal Code

Please enter the 5 digit postal code

96146

Implementation or CEQA Application

Project Overview*

Please describe the proposed work to be conducted and desired post-project stand conditions. Include Management Plan units work that will be conducted, if it is available.

The proposed project entails planning and layout for the OV-4 Fuels Reduction Project within the community of Olympic Valley. The OV-4 project is listed as a priority project within the Olympic Valley Community Wildfire Protection Plan (CWPP). This project essentially creates a minimum 150-foot perimeter fuel break around residential properties, structures, and other buildings throughout the entire community of Olympic Valley. The project area contains approximately 100 acres upon multiple privately owned parcels throughout Olympic Valley. Deliverables of this project include 1) Project design and layout, and 2) CEQA compliance.

Work to be conducted to achieve project deliverables includes 1) landowner outreach to determine project participants, 2) field layout and design to spatially define treatment area boundaries, resource protection zones, and treatment methodologies, 3) completion and submittal of CEQA Notice of Exemption for those project areas to receive non-commercial treatment, and 4) Cal Fire Forest Fire Prevention Exemption for those areas where wood product will be removed from the project area or otherwise traded, bartered, sold, or exchanged.

Olympic Valley Public Service District has a California Registered Professional Forester under contract and will utilize this professional to complete the project outreach, design, layout, CEQA compliance and any necessary Cal Fire permitting to bring the project to “shovel ready” status. OVPSD personnel will assist the RPF with initial project advertisement and outreach.

CAL FIRE Approved Activities*

Please indicate which of the following activities is part of your project plan. Check all that apply

Timber Stand Improvement

Follow-up to previous Work

If you selected Follow-up to previous work in the CAL FIRE approved activities list, please provide a short description of the work that will take place.

Alignment to Regional Efforts

Please describe how your project will support existing regional wildfire resilience efforts, if applicable.

The OV-4 project is situated within Olympic Valley between two separate, large US Forest Service (USFS) fuels treatment projects. North of OV-4, the USFS “Five Creeks” project connects to OV-4 at the northeastern

extreme of the project area. Other portions of OV-4 are within 1,200 feet of the Five Creeks project. The Five Creeks Project is a landscape-scale forest health and fuels treatment project. Situated between the northern half of OV-4 and the Five Creeks project is the OV-1 project, a 120-acre private lands project funded through Cal Fire's Wildfire Prevention Grant process. This project is shovel ready and will go to bid early summer of 2023, and is anticipated to be completed this year.

At the valley floor, OV-4 will connect directly to OV-3, another CWPP priority project. OV-3 will clear young growth lodgepole Pine thickets from along the Olympic Valley Road corridor, making ingress and evacuation safer in event of wildfire. A portion of OV-3 has been funded through Friends of Squaw Creek and Truckee Tahoe Community Foundation and will be implemented during fall 2023. OV-4 will also connect to an existing private lands fuels project located at the intersection of Squaw Creek and Olympic Valley Roads. This privately funded project was completed during fall 2022.

The southern portion of OV-4 connects directly to an additional planned USFS project located near Alpine Meadows, called the "Alpine Meadows Hazardous Fuels Reduction Projects". As shown on the attached map (Figure 21) excerpted from the Olympic Valley CWPP, the connectivity of OV-4 to existing and planned fuels treatments within the vicinity is tribute to its alignment with the regional efforts of other public agencies, private landowners, and entities to increase wildfire resiliency. Note that portions of OV-4 that do not meet the eligibility criteria will not be included in the proposed project and such acreage has already been removed for the purpose of this grant application.

Additional Funding Following CEQA

Additional Funding*

Would you be seeking project implementation funding through this program following completion of the CEQA Process?

No

Project Financial Information

Total Project Cost*

What is the total cost to complete this project?

\$57,960.36

Request Amount*

What is the total amount of financial support you are requesting for the proposed project?

**Note this should match the funding request in your attached Budget File Upload.*

\$51,327.16

Request Amount Budget Upload*

Using the provided standard Budget File Template, please provide financial details on your Funding Request. When complete, upload the file here.

Truckee North Tahoe Forest Management Plan Budget Template_OVPSD.xlsx

Budget Narrative*

Please briefly provide a justification for the expenses provided in your budget form.

- District Personnel – Project Outreach (\$5,633.20 – In-Kind Match): District personnel including assisting with initial outreach to landowners eligible for inclusion in OV-4.
- District Personnel – Project Administration (\$2,019.36): Internal District staff providing the administrative responsibilities for the project including providing bid administration support, invoicing, budget tracking, and grant reporting.
- District Personnel – CEQA Administration (\$1,682.80): Internal District staff including District Engineer who will provide CEQA review on behalf of OVPSD as lead agency.
- Contractual- RPF (\$45,125.00): The OVPSD contract RPF will support meeting the grant objectives by providing professional forestry advice and services for the project.
- Supplies: (\$3500.00) Mailing and handling of press release and project updates to Olympic Valley Public Service District property owners and residents, and temporary project signage.

Financial Capacity*

Would you have the financial resources to implement this project or complete CEQA without financial support from this program? Please explain.

The District would not have the financial resources to implement this project without financial support from this program. Each year the District undergoes a rigorous budgeting process to determine the short- and long-term goals of the financial plan. The Fire Department currently operates on 99% of the tax revenue it receives. These funds are used to adequately staff the department, maintain daily operations, repair and replace capital assets, and improve the overall facilities. The District has never passed an additional parcel tax or assessment to residents in the valley, so discretionary spending outside of the established budget is extremely difficult. Redirecting funds to a new project means the District would not be able to provide services at the high standard it currently operates at.

Match Amount*

What is the total dollar amount of available matching funds for your project (if any?). Please enter "0" if you do not have matching dollars available.

\$6,633.20

In-Kind Match

Please indicate any in-kind match you would bring to the project.

District Personnel – Project Outreach (\$5,633.20 – In-Kind Match): District personnel including assisting with initial outreach to landowners eligible for inclusion in OV-4.

California Environmental Quality Act (CEQA)

Environmental compliance under the California Environmental Quality Act (CEQA) must be met to use funding through this program to implement a project. Support to meet the CEQA requirements is available through this program.

If you already have met these requirements, please answer the following questions and attach your compliance documentation in the Maps and Additional Documents section.

If you have **not** already met these requirements, please answer the following questions indicating there is a Lead Agency supporting the project you are proposing and attach a letter of support from said Lead Agency in the Maps and Additional Documents section.

CEQA Status*

Has environmental compliance under the California Environmental Quality Act been completed for this proposed project?

No

CEQA Lead Agency*

Has a CEQA Lead Agency been identified for this project? Please attach your letter of support from the Lead Agency in the Maps & Additional Documents section below.

Yes

Name of Lead Agency

Please provide the name of your confirmed lead agency.

Olympic Valley Public Services District

Maps & Additional Documents

Property Map

Project Map

OV-CWPP-MajorFuelsProjects-sm.pdf

CEQA Compliance

Documentation that environmental compliance has been completed under CEQA.

Letter of Support from CEQA Lead Agency

CEQA-Lead-Agency-Support-OVPSD.pdf

Management Plan Upload

Please provide a copy your Management Plan for the property

File Attachment Summary

Applicant File Uploads

- W-9 OVPSD.pdf
- Truckee North Tahoe Forest Management Plan Budget Template_OVPSD.xlsx
- OV-CWPP-MajorFuelsProjects-sm.pdf
- CEQA-Lead-Agency-Support-OVPSD.pdf



****Please download a copy of this file to edit and submit with your application. Do not try to edit this document.****

Please complete the following budget template to the best of your ability on the project you are proposing. "Budget Item" can include rate for qualified resource professionals to complete the work, cost of specific types of work, cost of project supplies (i.e. seedlings), etc. If you are bringing any match to the project, please ensure TNTFMP Funding Request plus the Grantee Match totals equals the Total Cost of the proposed project.

Applicant Name: Olympic Valley Public Service District

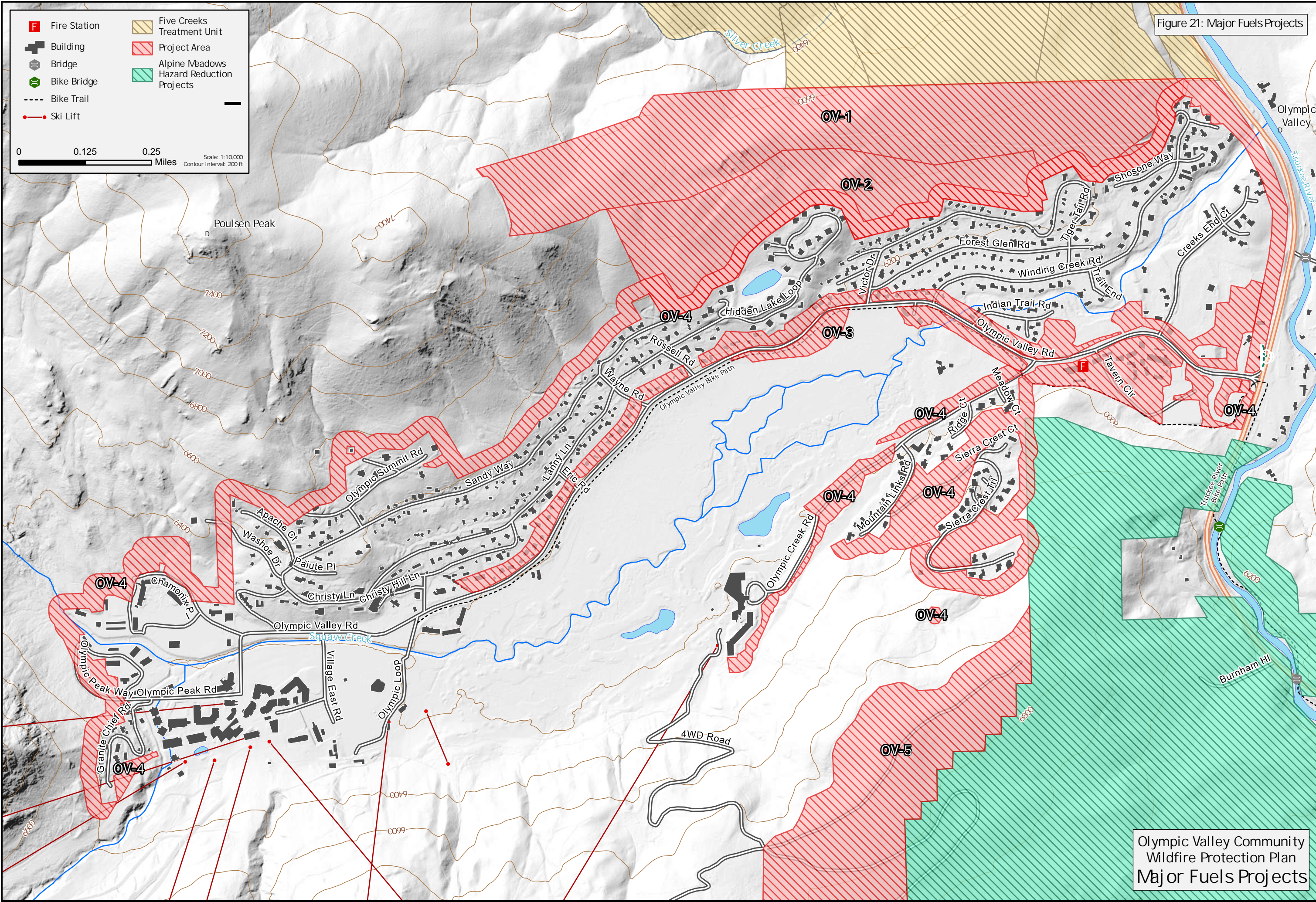
Budget Item	Description (if applicable)	Units <i>(e.g., # hours, # acres)</i>	Rate <i>(e.g., \$/hour, \$/acre)</i>	Total Cost	TNTFMP Funding	Grantee Match (if
Registered Professional Forester	Project Outreach, Layout, CEQA compliance	475	\$95.00	45,125.00	45,125.00	
District Personnel - Project Outreach	Initial Project Outreach	40	140.83	5,633.20		5,633.20
District Personnel - Administration	Grant Administration	24	84.14	2,019.36	2,019.36	
District Personnel - Administration	CEQA Administration	20	84.14	1,682.80	1,682.80	
Supplies	Newsletter, press release, temporary signage			3,500.00	2,500.00	1,000.00
TOTAL PROPOSED PROJECT COSTS				57,960.36	51,327.16	6,633.20

TNTFMP Funding Request	51,327.16
Grantee Match (if applicable)	6,633.20
Funding Request + Match = Total	57,960.36
Total Proposed Project Cost	57,960.36

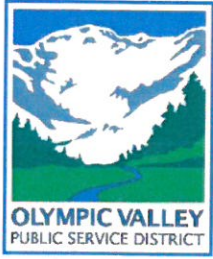
Figure 21: Major Fuels Projects

Fire Station	Five Creeks Treatment Unit
Building	Project Area
Bridge	Alpine Meadows Hazard Reduction Projects
Bike Bridge	Hazard Reduction Projects
Bike Trail	
Ski Lift	

0 0.125 0.25 Miles
Scale: 1:10,000
Contour Interval: 200 ft



Olympic Valley Community
Wildfire Protection Plan
Major Fuels Projects



OLYMPIC VALLEY PUBLIC SERVICE DISTRICT



April 6, 2023

Tahoe Truckee Community Foundation
PO Box 366
Truckee CA 96160

RE: Truckee North Tahoe Forest Management Program – CEQA Lead Agency Support

Dear Tahoe Truckee Community Foundation,

The Olympic Valley Public Service District requests support for the OV-4 Fuels Reduction Project from the Tahoe Truckee Community Foundation (TTCF) Forest Futures Program. OV-4 is a high priority project as provided in the Olympic Valley Community Wildfire Protection Plan. The project supports broad community benefit in forest health and wildfire resilience and is based on a strong need for funding within the agency that cannot otherwise be procured.

The District will act as the CEQA Lead Agency for the Project. The Lead Agency, as defined by CEQA, is the public agency that has the primary responsibility for carrying out or approving a project (State CEQA Guidelines Section 15367). To be a CEQA Lead Agency, the public agency must have discretionary authority over the proposed project. The Lead Agency also has the primary responsibility for determining what level of CEQA review is required for a project and for preparing and approving the appropriate document (e.g., negative declaration, mitigated negative declaration, Environmental Impact Report, or Notice of Exemption).

The District is willing and able to perform in the CEQA Lead Agency role and has historically been the lead agency for other District projects.

Thank you,

Jessica Asher, P.E.
OVPSD Program Manager