



OLYMPIC VALLEY PUBLIC SERVICE DISTRICT



EXHIBIT F-4
30 Pages

TAHOE TRUCKEE COMMUNITY FOUNDATION (TTCF) FOREST FUTURES TRUCKEE NORTH TAHOE FOREST MANAGEMENT PROGRAM (TNTFMP) GRANT AGREEMENT

DATE: August 27, 2024

TO: District Board Members

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

SUBJECT: Approve Grant Agreement with TNTFMP for OV-4 Shaded Fuel Break

BACKGROUND: The OV-4 project aims to address wildfire risk by creating a minimum 150-foot-wide shaded fuel break surrounding the perimeter of residential properties, buildings, and other structures in the valley. The planning and design for the project was funded by the Truckee North Tahoe Forest Management Program (TNTFMP) and the District. TNTFMP is funded by the Tahoe Truckee Community Foundation and the California Department of Forestry and Fire Protection's Wildfire Resilience Program.

In April, 2024 the Truckee Tahoe Airport District awarded a \$400,000 grant from the Airport to implement the Project.

DISCUSSION: TTCF has continued to support the District's fuels management initiatives and has approved \$350,000 of additional funding for the OV-4 Implementation as part of the TNTFMP program. The grant is expected to allow for the treatment of 55 acres at \$5,000/acre, along with associated Forestry services and District staff labor. The project is not required to meet the estimated treated area if the treatment costs are higher than estimated.

ALTERNATIVES:

1. Authorize the General Manager to execute the Funding Agreement with the Tahoe Truckee Community Foundation.
2. Do not approve the Agreement.

FISCAL/RESOURCE IMPACTS: Acceptance of the grant will provide \$350,000 to fund fuels reduction work within the community. OV-4 will directly benefit over 900 habitable structures; complement defensible space efforts; reduce threat to emergency personnel during a wildfire event; allow for wildfire to be held outside of the residential settings; reduce potential ember cast and radiant heat by lowering fire intensity; improve resilience to fire, insects, disease, and drought.

RECOMMENDATION: Authorize the General Manager to execute the Funding Agreement with Truckee Tahoe Airport District.

ATTACHMENTS: TNTFMP Grant Agreement

DATE PREPARED: August 20, 2024



Congratulations! A grant amount of \$350,000.00 was approved by the TTCF Board on July 11, 2024 to support implementation work for the land identified by OVPSD for the OV-4 Project. 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.

Parisa Nodehi will serve as your main point of contact for the term of this Agreement.

Parisa Nodehi
Director of Operations
parisa@ttcf.net

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: \$350,000.00

Grant Period: September 01, 2024-December 31, 2025

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 December 31, 2025, 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 **three hundred and fifty thousand dollars (\$350,000.00)**.

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. Funding Contingency. Funding is contingent based upon Grantee obtaining CEQA compliance prior to implementation of Project.
- B. Implementation. The Grantee agrees to complete the Project in accordance with the Grant Project Description by December 31, 2025.
- C. 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.
- D. 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%.

E. 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.

F. 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.

G. 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: Parisa Nodehi parisa@ttcf.net 763.232.2650	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 described on the following page.



OLYMPIC VALLEY PUBLIC SERVICE DISTRICT



OV-4 - OLYMPIC VALLEY COMMUNITY BUFFER PROJECT

Overview:

The proposed OV-4 project will address wildfire risk for an approximately 150-foot-wide fuel break surrounding the perimeter of residential properties and structures in Olympic Valley. The entire project is 127 acres and directly affects twelve private property landowners, Washoe tribal lands, and one trust, which has Placer County serving as public administrator. However, funding from the Truckee North Tahoe Forest Management Program (TNTFMP) will be applied only to the 12 privately owned parcels greater than 3 acres that meet the eligibility requirements of the Program.

The project directly benefits over 900 habitable structures; compliments defensible space efforts; reduces threat to emergency personnel during a wildfire event; allows for wildfire to be held outside of the residential settings; reduces potential ember cast and radiant heat by lowering fire intensity; improves resilience to fire, insects, disease, and drought.

Existing Condition:

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.

Proposed Condition:

Post-treatment stand conditions will exhibit reduced stand density of 75-100 square feet basal area per acre, depending on slope position. The stand quadratic mean diameter will be increased approximately 5 inches DBH as trees retained will generally be larger, more fire tolerant trees. The residual stand will contain a species composition that provides for increased stand vigor and resilience to future disturbance such as fire, insects, disease, and drought. To this end, the relative site occupancy of White Fir will be reduced in favor of the more drought and fire tolerant native pine species. The residual stand will also exhibit lower crown bulk density and an increase in crown base height to reduce fuel continuity and the probability of crown ignition and/or sustaining a running crown fire. Surface and ladder fuels will largely be removed through a combination of mechanical and hand thinning, and mechanical mastication. Piling burning may be utilized to increase material removal given challenging access.

Status:

In the fall of 2023, TNTFMP funded project design and permitting. Due to the extent of the project area, and number of parcels and landowners included, the planning process for the OV-4 project is more complex than the other priority projects in the Olympic Valley Community Wildfire Protection Plan (CWPP). Hence, funding for the planning and CEQA compliance of this project was the first step to facilitate future implementation.

To date the project has completed property owner and community outreach with **100% of property owners opting to participate** in the design and permitting phase of the project. Additionally, separate from the TNTFMP funding, the District has funded design and permitting for land held in charitable trust with Placer County as the public administrator (above Sandy Way); and the Washoe Tribe has participated to include approximately three acres of their land which overlaps with the conceptual OV-4 project boundaries.

In the fall of 2023, RPF Bradfield completed field reconnaissance work. The layout and design to spatially define treatment area boundaries, resource protection zones, and treatment methodologies is well underway. The current proposed total project treatment area is 127 acres. Bradfield is now completing the necessary Cal Fire permitting to bring the project to “shovel ready” status.

Scope of Work:

There is approximately \$28,000 remaining in the initial grant agreement between the District and TNTFMP. A portion of this funding will continue the scope outlined in that agreement, primarily to complete CEQA documentation consisting of a Cal Fire Forest Fire Prevention Exemption, a CEQA categorical exemption, an environmental review report, and any additional permit requirements. Staff and Registered Professional Forester Bradfield will also continue coordination with property owners, both directly affected and the many community members adjacent to the project, to provide education, garnish buy-in, and work to design the most successful project, particularly on the north side of the Valley where access is most challenged.

For implementation, the project funding will be used primarily to fund the cost of a licensed timber operator performing work to meet the project prescription and desired outcome described above. This will generally include hand thinning and vegetation removal to achieve the horizontal and vertical discontinuity of fuels as per the prescription. Cut vegetation will be hand-thinned, broadcast chipped, or piled and burned to achieve the fuel reduction specifications, utilizing piled burning in the least feasible amount. The project funding will also cover necessary post-harvest cleanup and installation of BMPs.

The RPF scope includes developing the bid documentation, providing a bid tour for prospective bidders, providing technical advice during bid selection, flagging the project, administering active operations to ensure compliance with the project contract, inspecting operations, tracking completed acres, reviewing contractor invoices, assisting the District with grant reporting, and attending community meetings.

The District manages the project, provides reviews, and assists in the development of bid documents. It also leads bid selection, contract development, grant administration, and community engagement. Relationship building is important in this project, both in terms of education and community understanding of the project and property owner approval of the project, determining access, and refining the project design.

Budget Narrative

- Approximate TNTFMP funding is anticipated to be used as follows:
 - \$28,000 – remaining budget for permitting
 - 55 acres at \$5,000/acre → \$275,000
 - RFP Services → \$15,000
 - District Labor + Benefits → \$20,000
 - Contingency → \$40,000
- All staff labor to date has been provided by the OVPSD/OVFD in kind; approximately \$23,000 has been spent thus far.

- 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	UC Cooperative Extension - Starting Your Forest Management Plan

	template attached to this appendix.	
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. 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 	Contact TTCF staff if you have questions about eligible project implementation activities.

- A budget for the Grant is attached hereto.

APN List

Olympic Valley: OV-4 TNTFMP Grant Eligible Properties			
ID	APN	Owner	Parcel Area (Ac)
1	096-230-036-000	SQUAW VALLEY GATEWAY PROPERTIES LP	4.9
2	118-020-042-000	PALISADES AT SQUAW OWNERS ASSOCIATION	5.74
3	096-630-038-000	PAINTED ROCK ESTATES OWNERS ASSOCIATION	5
	096-630-037-000	PAINTED ROCK ESTATES OWNERS ASSOCIATION	4
4	096-230-041-000	POULSEN COMMERCIAL PROPERTIES LP	76.1
	096-060-067-000	POULSEN COMMERCIAL PROPERTIES LP	22.2
5	096-230-028-000	MANCUSO JULIA TR ET AL	24
6	096-560-019-000	HIDDEN LAKE PROP OWNERS ASSN	25.831
	096-210-025-000	HIDDEN LAKE PROP OWNERS ASSN	10.3
7	096-050-019-000	HALL DEAN HALL & HALL SANDRA B TR	4
8	096-540-017-000	ROSSER, JENNIFER A	8.5
9	096-540-015-000	ALTERRA MTN CO REAL ESTATE DEVELOPMENT INC	3.7
	096-540-023-000	SQUAW VALLEY RESORT LLC	42.46
	096-540-022-000	ALTERRA MTN CO REAL ESTATE DEVELOPMENT INC	15.91
	096-340-035-000	ALTERRA MTN CO REAL ESTATE DEVELOPMENT INC	4.05
	096-010-027-000	SQUAW VALLEY RESORT LLC	562.8
10	096-540-014-000	OLYMPIC VALLEY ACCOCIATES	4.4
11	096-580-012-000	HOMESITES SQUAW CREEK OWNR ASN	14.7
	096-590-018-000	HOMESITES SQUAW CREEK OWNR ASN	3.2
	096-500-021-000	HOMESITES SQUAW CREEK OWNR ASN	5.9
	096-570-019-000	HOMESITES SQUAW CREEK OWNR ASN	7.4
12	096-290-048-000	SQUAW CREEK ASSOCIATES LLC	34.4
	096-221-001-000	SQUAW CREEK ASSOCIATES LLC	39.4
	096-290-073-000	SQUAW CREEK ASSOCIATES LLC	12.1

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

Tahoe Truckee Community Foundation

Progress Report

Project Name*

Name of Project. To be supplied by TTCF Staff during the due diligence process with standard nomenclature. e.g. TNTFMP_Entity Name_ APN#

Character Limit: 100

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. *Character Limit: 2000*

Progress Updates*

Please provide a brief update on progress to date related to the scope of work your funding was approved for. Please reference the scope of work define in your initial application below if needed.

Character Limit: 5000

Challenges Faced*

Please note any challenges faced, any additional need for support, and/or notes of any modifications to the project timeline or budget.

Character Limit: 5000

Upcoming Work*

Please provide a brief overview of planned work, goals, and anticipated expenditures for the next reporting period.

Character Limit: 3000

File Upload

Please upload any products that have been produced or developed using funds from this program. This could include a management plan for your property, detailed project plans, CEQA documentation, project implementation maps, and other items. If no products have been produced yet, do not upload anything. There is a size limitation and file type limitation with this software. If you get an error message please reach out to sache@ttcf.net to determine best method for submission. If you have multiple files to upload, please upload one file per response area.

Additional information 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%.

File Size Limit: 5 MB

Additional File Upload

File Size Limit: 5 MB

Additional File Upload

File Size Limit: 5 MB

Grant Fund Expenses*

Have you spent any grant or matching funds in this reporting period?

Choices

Yes

No

Grant Fund Expenses

Starting Date: Time Frame of Funding Expenses*

Character Limit: 10

Ending Date: Time Frame of Funding Expenses*

Character Limit: 10

Amount Awarded

Character Limit: 20

Grant Funds Expended this Reporting Period*

Please input \$0 if no grant funds were expended this period.

Character Limit: 20

Grant Funds Expended to Date*

This value should not surpass the above noted "Amount Awarded".

Character Limit: 20

Matching Funds Expended this Reporting Period*

Please input \$0 if no matching funds were expended this period.

Character Limit: 20

Matching Funds Expended to Date*

Character Limit: 20

File Upload

File upload of supporting documentation of any grant funds that have been expended during the reporting period. An example of this supporting documentation would be an itemized invoice with proof of payment from a contractor or Registered Professional Forester. This supporting documentation is required to issue reimbursement for grant expenditures.

File Size Limit: 5 MB

Financial Report Narrative*

Please provide a written report of the grant funds expended this period and an explanation of the attached supporting documentation, if any. If you expended grant funds this period that you are seeking reimbursement for, please ensure you have attached the necessary supporting documentation and indicate the \$ amount of the paid invoice that you would like to be reimbursed for. If you are for some reason not seeking reimbursement for that invoice or have already received reimbursement for that invoice, please note that. If no grant expenses were made this quarter, please indicate so.

Character Limit: 3000

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 properties listed in the APN list, 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.