

CFIP Project Number: _____

State Contract Number: _____

THIS AGREEMENT is made and entered into and becomes effective upon the last date of the signatories below, by and between the State of California, acting through its duly appointed and qualified Director of the Department of Forestry and Fire Protection, hereinafter called "State," and

hereinafter called "Grantee," whose mailing address is:

Name

Street Address/PO Box

City/State/Zip

Telephone

Email Address

This agreement expires _____

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, and becomes effective upon the last date of the signatories below:

STATE OF CALIFORNIA

Agency: Department of Forestry and Fire Protection

PARTICIPANT all landowners appearing on the deed must sign or provide Power of Attorney

Approval for the Director _____ Date _____

Printed Name/Title _____

Signature

Printed Name/Title

Signature

Printed Name/Title

Local CAL FIRE name and address:

Signature

Printed Name/Title

Signature

Printed Name/Title

Amount encumbered: \$ _____

Program: _____ Fund: _____ Item: 3540--

Chapter: _____ State: 20 Fiscal Year: _____ / _____ -9520-418.99-PCA _____ - _____

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of expenditure stated above.

Signature of Accounting Officer Date

I hereby certify that all conditions for exemption have been complied with and this Contract is exempt from the Department of General Services' approval.

Signature of Officer signing on behalf of the agency Date
Vendor Identification Number: _____

WHEREAS, under the provisions of the California Forest Improvement Act of 1978, State may enter into cost-sharing agreements with eligible Participants who will undertake forest improvement work upon his/her land; NOW, THEREFORE,

1. In consideration of the forest improvement work to be performed by the Participants, as described in the attached Project Summary, State will reimburse costs incurred for the purpose of undertaking forest improvement work on those lands designated. The maximum amount of reimbursement is the amount stated in Project Summary, "MAXIMUM REIMBURSEMENT". Reimbursement will be made for actual cash expenditures and for goods or services beyond Participant's matching contribution requirement. Reimbursement for such goods and services shall be made in accordance with the State's prevailing rates, provided, however, reimbursement shall not exceed the State's adopted maximum per-acre (or other unit of measure) costs or Participant's actual costs, whichever is less for the forest improvement practices. Expected revenues from products generated will reduce reimbursement and no more than 100% of out of pocket costs are to be recovered.
2. This agreement is conditional upon appropriation and availability of funds for purposes of this contract. In the event such funds are not available in the Budget Act for the fiscal year concerned or are insufficient to carry out the purpose of this agreement, each party agrees to release the other party from all obligations. Funding of the work is also subjected to annual funding decisions. IF FUNDED, NOTICE TO THE PARTICIPANT BY THE STATE WILL BE MADE. **NO WORK MAY COMMENCE WITHOUT THIS NOTICE.**
3. Participant shall promptly submit records at intervals and in such form as State may request. Payment by the State shall be made after an on-site inspection and approval of the practice(s). The Participant shall submit a CFIP Invoice for payment to the local Forestry Assistance Specialist (FAS) of the California Department of Forestry and Fire Protection. A final CFIP Invoice shall be submitted no later than 45 days after completion or expiration of this agreement, as specified on the Project Schedule.
4. The Participant agrees to make immediate monetary restitution of any paid funds for any disallowance of costs or expenditures or unauthorized activities which are disclosed through audit or inspection by the State. If Participant does not complete the five acres of minimum practice(s) of forest improvement work as described and required in Section 1527.1, Chapter 9.5, Title 14 of the California Code of Regulations (CCR) by the end of the term specified herein, all sums previously paid by State shall immediately become due and payable to State.
5. Participant shall comply with all local and State fire and safety laws.
6. The Project Description, Project Schedule, Environmental Checklist, RPF Checklist, Land-Use Addendum and Management Plan are deliverables due prior to commencement of ground practices. Work started prior to the execution of this agreement will not be eligible for funding under the terms of this agreement. Project costs eligible for assistance shall be determined upon the basis of the criteria set forth in Chapter 9.5 of Title 14 of the CCR.
7. Participant shall permit periodic site visits by a representative of the State to ensure program compliance.
8. Participant agrees to indemnify, defend, and save harmless State, its officers, agents and employees from any and all claims and losses occurring or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this contract and from any and all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Participant or any agent or employee of Participant in the performance of this agreement.
9. The Participant, and the agents and employees of Participant, in the performance of this agreement, shall act in an independent capacity and not as officers, or employees or agents of the State.

10. This agreement may be amended, or terminated by mutual consent; it may also be terminated by State or Participant upon the giving of written notice to the other party thirty (30) days in advance.
11. Failure by the Participant to comply with the terms of this agreement shall be cause for the suspension of all obligations of the State.
12. Participant certifies that title to the land upon which forest improvement work will be performed is vested in the persons named in this agreement and that land is under the control and possession of the person(s) named in this agreement.
13. Participant certifies that the parcel of forestland to which the Forest Improvement Program applies will not be developed for uses incompatible with forest resources management within 10 years following recordation date, as explained below. If the parcel of forestland is zoned other than TPZ, pursuant to provisions of Chapter 67 (commencing with Section 52200) of Part 1 of Division 1 of Title 5 of the Government Code, a Land-Use Addendum shall be signed by the Participant and shall be incorporated in and made a part of this agreement. Said Land-Use Addendum shall be recorded in the office of the County Recorder of the county of the affected land and shall be a covenant running with the land.
14. The Participant agrees to comply with the California Environmental Quality Act (CEQA), Workers' Compensation, and all other state and federal laws applicable to the work carried out pursuant to the proposed forest resource improvement project.
15. The Participant, by signing this agreement, does swear under penalty of perjury that no more than one final un-appealable finding of contempt of court by a federal court has been issued against the Participant within the immediately preceding two-year period because of the Participant's failure to comply with an order of a federal court which orders Participant to comply with an order of the National Labor Relations Board (Government Code Section 14780.5).
16. Participant shall keep such records as State shall prescribe, including records which fully disclose (a) the disposition of the proceeds of state funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records as will facilitate an effective audit. All records shall be made available to the State for auditing purposes at reasonable times. Such accounts, documents, and records shall be retained by the Participant for at least three years following project termination.
17. During the performance of this agreement, Participant and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Participant and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Participant and subcontractors shall comply with provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et. Seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et. Seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5 Division 4 of Title 2 of the California Code of Regulations are incorporated into this agreement by reference and made a part hereof as if set forth in full. Participant and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other agreement. The Participant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the agreement.
18. Participant certifies under penalty of perjury under the laws of the State of California to have, unless exempted, complied with the non-discrimination program requirements of Government Code Section 12990 and California Code of Regulations, Title 2 Section 8103.

19. Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state or local governmental agency which requests an individual to disclose his social security account number shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. The State requests each participant's social security account number on a voluntary basis. However, it should be noted that due to the use of social security account numbers by other agencies for identification purposes, the State may be unable to approve agreements without the social security account number. The State uses social security account numbers for the following purpose: reports to the Department of Fair Employment and Housing, Internal Revenue Service, and Franchise Tax Board.
20. The Participant acknowledges that a conflict of interest with the State does not exist pursuant to provisions in Division 2, Chapter 2, Article 8, Sections 10410 and 10411 of the Public Contract Code.
21. The Participant states the information in the Management Plan and/or Management Plan Addendum (Project Description) is proprietary information and claims privilege against its disclosure pursuant to Evidence Code 1060.
22. The contractor or grant recipient hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The contractor will:
 1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
 2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The person's or organization's policy of maintaining a drug-free workplace;
 - (c) Any available counseling, rehabilitation and employee assistance programs; and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
 3. Provide as required by Government Code Section 8355(c) that every employee who works on the proposed contract or grant:
 - (a) Will receive a copy of the company's drug-free policy statement, and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
23. Contractor shall comply with all federal requirements established under 28 Code of Regulations, Part 36, and Americans with Disabilities Act, in order to make programs accessible to all participants and to provide equally effective communications.