



**COUNTY OF PLACER**  
**Community Development/Resource Agency**

Michael J. Johnson, AICP  
Agency Director

**PLANNING**  
**SERVICES DIVISION**

Paul Thompson, Deputy Director

**MEMORANDUM**

**TO:** Honorable Board of Supervisors

**FROM:** Michael J. Johnson, AICP  
CD/RA Director  
By Brett Storey, Senior Management Analyst

**DATE:** August 23, 2011

**SUBJECT:** Grant Agreement for the 2011 Woody Biomass Utilization Grant

**ACTION REQUESTED:**

The Planning Services Division recommends the Board:

1. Accept a grant for \$150,000 from the U.S.D.A. Forest Service (USFS) for the 2011 Woody Biomass Utilization Grant (BUG) for the biomass program and authorize the Chairman to sign the associated grant agreement documents.
2. Approve a budget revision to increase the appropriation for Planning FY 2011-2012 budget by \$100,000. (\$50,000 is included in the Planning Services Division final budget revision)

**BACKGROUND:**

Placer County has been awarded a Woody BUG Grant from the U.S.D.A. Forest Service (USFS)/Forest Products Laboratory in the amount of \$150,000. This grant was awarded because of the progress that Placer County has made in technology development, air pollution reduction, sustainable material (woody biomass) acquisition possibilities, and overall project maturity. The County's grant was initially screened by the USFS Pacific Southwest Region to ensure that it met with the goals for collaboration and sustainable operations within the US forest. The grant was then selected by a national panel for award where Placer County was one of 17 award winners. This grant will provide additional funding to hire consultants to assist the County in the preliminary design of a proposed Eastern Placer County biomass facility. Once the results of the environmental documentation associated with the proposed facility are complete, the County will choose a technology, a site location, and then proceed with the design. The monies associated with this grant will be spent during the federal FY 2012, and it is intended that all work will be completed on or before September 2012 to be able to provide information critical to the success of any proposed biomass facility. The use of this grant is consistent with the Board's direction to provide for biomass utilization and fire protection as stated in the Board's approved Strategic Plan. Required matching funding dollars in the amount of \$37,500 will come from the in-kind work of the County's business partner Calpeco (\$25,000), the consultants hired (\$10,000) and CD/RA administrative staff (\$2,500) to support this effort. Contracts to accomplish the work will be initiated upon Board approval and work could commence by October 2011.

**FISCAL IMPACT:**

There will be no additional impact to the County's General Fund. The required non-federal match of \$37,500 will be provided by Calpeco (\$25,000), TSS Consultants in-kind hours (\$10,000) and the balance of \$2,500 by CD/RA administrative staff time, which is already budgeted in the Community Development/Resource Agency appropriation.

**RECOMMENDATION:**

The Planning Services Division recommends the Board:

1. Accept a grant for \$150,000 from the U.S.D.A. Forest Service (USFS) for the 2011 Woody Biomass Utilization Grant (BUG) for the biomass program and authorize the Chairman to sign the associated grant agreement documents.
2. Approve a budget revision to increase the appropriation for Planning FY 2011-2012 budget by \$100,000. (\$50,000 is included in the Planning Services Division final budget revision)

**ATTACHMENTS:**

Attachment 1: USFS Agreement  
Attachment 2: Budget Revision

cc: Holly Heinzen, Assistant CEO  
Scott Finley, Supervising Deputy County Counsel

**FEDERAL FINANCIAL ASSISTANCE  
AWARD OF DOMESTIC GRANT 11-DG-11052021-160  
Between The  
COUNTY OF PLACER  
And The  
USDA, FOREST SERVICE  
REGION 5**

Program Title: 2011 Hazardous Fuels Woody Biomass Utilization

Upon execution of this document, an award to County of Placer, hereinafter referred to as "Placer Co.," in the amount of \$ 150,000, is made under the authority of the Food, Conservation & Energy Act of 2008, Rural Revitalization Technologies (7 U.S.C. 6601), Public Law 110-234. Placer Co. accepts this award for the purpose described in the application narrative. Your application for Federal financial assistance, dated 08/01/2011, and the attached U.S. Forest Service provisions, 'U.S. Forest Service Award Provisions,' are incorporated into this letter and made a part of this award.

This award is for a project selected for funding through the competitive Woody Biomass Utilization Grant program. The match displayed in your application is \$ 37,500.

This is an award of Federal financial assistance and is subject to OMB Circular A 102, Grants and Cooperative Agreements with State and Local Governments, as implemented by regulations 7CFR 3016 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 2 CFR 225, Cost Principles for State, Local and Indian Tribal Government,, and OMB Circular A-133 as implemented by USDA regulation 7 CFR 3052. All Federal and Recipient matching/cost-share contributions are subject to all relevant OMB Circulars and Code of Federal Regulations.

The OMB Circulars are available on the internet at [http://www.whitehouse.gov/omb/grants\\_default/](http://www.whitehouse.gov/omb/grants_default/). Electronic copies of the CFRs can be obtained at the following internet site: <http://www.gpoaccess.gov/cfr/index.html>. If you are unable to retrieve these regulations electronically, please contact your Grants and Agreements Office at 707-562-9109.

**Effective October 1, 2010, recipients are required to report information on subaward and executive total compensation, as required by the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of Public Law 110-252, hereinafter referred to as "the Transparency Act." See the award terms in Attachment B: 2 CFR Part 170.**

The following administrative provisions apply to this award:

- A. LEGAL AUTHORITY. Placer Co. shall have the legal authority to enter into this award, and the institutional, managerial, and financial capability to ensure proper



planning, management, and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.

- B. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this award.

**Principal Cooperator Contacts:**

<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
Name: Brett Storey Address: 175 Fulweiler Avenue City, State, Zip: Auburn, CA 95603 Telephone: (530) 745-3011 FAX: (530) 745-3080 Email: <a href="mailto:bstorey@placer.ca.gov">bstorey@placer.ca.gov</a>	Name: Donna Kirkpatrick Address: 3091 County Center Drive City, State, Zip: Auburn, CA 95603 Telephone: (530) 745-3038 FAX: (530) 745-3120 Email: <a href="mailto:dkirkpat@placer.ca.gov">dkirkpat@placer.ca.gov</a>

**Principal U.S. Forest Service Contacts:**

<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Administrative Contact</b>
Name: Larry Swan USDA Forest Service Address: 1323 Club Drive City, State, Zip: Vallejo, CA 94592 Telephone: (707) 562-8917 FAX: (707) 562-9054 Email: <a href="mailto:lswan01@fs.fed.us">lswan01@fs.fed.us</a>	Name: Elizabeth (Betsy) Carroll USDA Forest Service Address: 100 Forni Drive City, State, Zip: Placerville, CA 95667 Telephone: (530) 642-5106 FAX: (530) 621-5297 Email: <a href="mailto:ecarroll@fs.fed.us">ecarroll@fs.fed.us</a>

- C. REIMBURSABLE PAYMENTS – FINANCIAL ASSISTANCE. See provision J in the attachment, 'U.S. Forest Service Award Provisions.'
- D. PROGRAMMATIC CHANGES. Placer Co. shall obtain prior approval for any change to the scope of objectives of the approved project, key personnel, or transfer of substantive programmatic work to another party.
- E. MODIFICATIONS. Modifications within the scope of this award shall be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.
- F. COMMENCEMENT/EXPIRATION DATE. This award is executed as of the date of the last signature and is effective through 12/31/2012 at which time it will expire,

unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.

- G. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this award. In witness whereof, the parties hereto have executed this award as of the last date written below.

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ROBERT WEYGANDT, Chairman  
County of Placer, Board of Supervisors

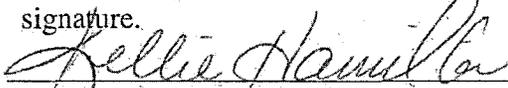
Date

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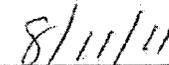
LAURIE TIPPIN, Director  
U.S. Forest Service, State & Private Forestry

Date

The authority and format of this award have been reviewed and approved for signature.



KELLIE L. HAMILTON  
U.S. Forest Service  
Grant Management Specialist

  
Date

## ATTACHMENT A: U.S. FOREST SERVICE AWARD PROVISIONS

- A. COLLABORATIVE ARRANGEMENTS. Where permitted by terms of the award, Placer Co. may enter into collaborative arrangements with other organizations to jointly carry out activities with grant funds.
- B. NON-LIABILITY. The U.S. Forest Service does not assume liability for any third party claims for damages arising out of this award.
- C. NOTICES. Any notice given by the U.S. Forest Service or Placer Co. will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the grant.

To Placer Co., at Placer Co.'s address shown in the grant or such other address designated within the grant.

Notices will be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- D. SUBRECIPIENT NOTIFICATION Placer Co. shall notify subrecipients under this award that they are subject to the terms and conditions herein, except with respect to the recipient's OMB Uniform Administrative Requirements and Cost Principles. In the case of subrecipient Uniform Administrative Requirements and Cost Principles, subrecipients must be notified that they are subject to the following:

SUBRECIPIENT TYPE	APPLICABLE ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES	
	Administrative Requirements	Cost Principles
Non-profits	2 CFR 215	2 CFR 230
Local and Tribal governments (when recipient is a State)	State & Federal laws, regulations	2 CFR 225
Local and Tribal governments (when recipient is a non-State)	A-102	2 CFR 225
State agencies	State & Federal laws, regulations	2 CFR 225
Universities	2 CFR 215	2 CFR 220
Profit-makers	2 CFR 215	48 CFR 31.2

E. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no United States member of, or United States delegate to, Congress shall be admitted to any share or part of this award, or benefits that may arise therefrom, either directly or indirectly.

F. TRAFFICKING IN PERSONS.

1. Provisions applicable to a Recipient that is a private entity.

a. You as the Recipient, your employees, subrecipients under this award, and subrecipients' employees may not—

(1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

(2) Procure a commercial sex act during the period of time that the award is in effect; or

(3) Use forced labor in the performance of the award or subawards under the award.

b. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —

(1) Is determined to have violated a prohibition in paragraph a.1 of this award term; or

(2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

i. Associated with performance under this award; or

ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR 417.

2. Provision applicable to a Recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

a. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

b. Has an employee who is determined by the agency official authorized to

terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—

- (1) Associated with performance under this award; or
- (2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR 417.

3. Provisions applicable to any recipient.

- a. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
- b. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
  - (1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
  - (2) Is in addition to all other remedies for noncompliance that are available to us under this award.
- c. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

4. Definitions. For purposes of this award term:

- a. “Employee” means either:
  - (1) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
  - (2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- b. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- c. “Private entity”:

(1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

(2) Includes:

i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

ii. A for-profit organization.

d. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

G. DRUG-FREE WORKPLACE.

1. Placer Co. agree(s) that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any project/program that receives federal funding. The statement must

a. Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;

b. Specify the actions Placer Co. will take against employees for violating that prohibition; and

c. Let each employee know that, as a condition of employment under any instrument, he or she

(1) Must abide by the terms of the statement, and

(2) Must notify you in writing if he or she is convicted for a violation of a criminal drug statute occurring in the workplace, and must do so no more than five calendar days after the conviction.

2. Placer Co. agree(s) that it will establish an ongoing drug-free awareness program to inform employees about

a. The dangers of drug abuse in the workplace;

b. Your policy of maintaining a drug-free workplace;

c. Any available drug counseling, rehabilitation and employee assistance programs; and

- d. The penalties that you may impose upon them for drug abuse violations occurring in the workplace.
3. Without the U.S. Forest Service's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this award, or the completion date of this award, whichever occurs first.
4. Placer Co. agree(s) to immediately notify the U.S. Forest Service if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the award number of each award on which the employee worked. The notification must be sent to the U.S. Forest Service within ten calendar days after Placer Co. learn(s) of the conviction.
5. Within 30 calendar days of learning about an employee's conviction, Placer Co. must either
  - a. Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or
  - b. Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.
- H. ELIGIBLE WORKERS. Placer Co. shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). Placer Co. shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this award.
- I. FINANCIAL STATUS REPORTING. A Federal Financial Report, form SF-425 (and Federal Financial Report Attachment SF-425A, if required for reporting multiple grants), must be submitted quarterly. The final SF-425 (and SF-425A, if applicable) must be submitted either with the final payment request or no later than 90 days from the expiration date of the award. These forms may be found at [www.whitehouse.gov/omb/grants\\_forms](http://www.whitehouse.gov/omb/grants_forms).
- J. REIMBURSABLE PAYMENTS – FINANCIAL ASSISTANCE. Reimbursable payments are approved under this award. Only costs for those project activities approved in (1) the initial award, or (2) modifications thereto, are allowable. Requests for payment shall be submitted on Standard Form (SF) 270, Request for Advance or Reimbursement, and shall be submitted no more than monthly. In order to approve a Request for Advance Payment or Reimbursement, the U.S. Forest Service shall review such requests to ensure advances or payments for reimbursement are in compliance and

otherwise consistent with OMB, USDA, and U.S. Forest Service regulations. Advance payments shall not exceed the minimum amount needed or no more than is needed for a 30-day period, whichever is less. If Placer Co. receive(s) an advance payment and subsequently requests an advance or reimbursement payment, then the request must clearly demonstrate that the previously advanced funds have been fully expended before the U.S. Forest Service can approve the request for payment. Any funds advanced, but not spent, upon expiration of this award shall be returned to the U.S. Forest Service.

The invoice must be sent by one of three methods (email is preferred):

EMAIL: asc\_ga@fs.fed.us

FAX: 877-687-4894

POSTAL: Albuquerque Service Center  
Payments – Grants & Agreements  
101B Sun Ave NE  
Albuquerque, NM 87109

Send a copy to: Elizabeth (Betsy) Carroll

Reimbursement requests shall be accompanied by status reports from Placer Co. and/or their engineering consultant explaining what work has been accomplished, with a corresponding invoice number or copy of actual invoice. These status reports are not a substitute for required Semi-annual reports or Final Report.

- K. AWARD CLOSEOUT. Placer Co. shall close out the grant within 90 days after expiration or notice of termination.

Any unobligated balance of cash advanced to Placer Co. shall be immediately refunded to the U.S. Forest Service, including any interest earned in accordance with 7 CFR 3016.21, 7 CFR 3019.22, or other relevant law or regulation.

Within a maximum of 90 days following the date of expiration or termination of this grant, all financial performance and related reports required by the terms of the award shall be submitted to the U.S. Forest Service by Placer Co..

If this award is closed out without audit, the U.S. Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

- L. PROGRAM PERFORMANCE REPORTS. Placer Co. shall monitor the performance of the grant activities to ensure that performance goals are being achieved.

Performance reports shall contain information on the following:

- A comparison of actual accomplishments to the goals established for the period. Where the output of the project can be readily expressed in numbers, a computation of the cost per unit of output may be required if that information is useful.

- Reason(s) for delay if established goals were not met.

- Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

Placer Co. shall submit semi-annual performance reports. These reports are due 30 days after the reporting period. The final performance report shall be submitted either with Placer Co.'s final payment request, or separately, but not later than 90 days from the expiration date of the grant.

- M. NOTIFICATION. Placer Co. shall immediately notify the U.S. Forest Service of developments that have a significant impact on the activities supported under this grant. Also, notification shall be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the award. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.
- N. CHANGES IN KEY POSITIONS AND PERSONNEL. Any revision to key positions and personnel identified in the application for this award require prior, written approval from the U.S. Forest Service. All technical positions are considered Key Personnel by the U.S. Forest Service. Failure on the part of Placer Co. to obtain prior, written approval when required may result in the disallowance of costs.
- O. FREEDOM OF INFORMATION ACT (FOIA). Public access to grant or agreement records shall not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to "Freedom of Information" regulations (5 U.S.C. 552).
- P. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All recipients and subrecipients are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- Q. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. Placer Co. is/are encouraged to give public notice of the receipt of this award and, from time to time, to announce progress and

accomplishments. Press releases or other public notices should include a statement substantially as follows:

"This project is being funded entirely or in part from the State & Private Forestry branch, of the U.S. Forest Service, Department of Agriculture, 2011 Hazardous Fuels Woody Biomass Utilization Program."

Placer Co. may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. Placer Co. is/are requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to the U.S. Forest Service's Office of Communications as far in advance of release as possible.

R. TERMINATION BY MUTUAL AGREEMENT. This award may be terminated, in whole or part, as follows:

- When the U.S. Forest Service and Placer Co. agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.

- By 30 days written notification by Placer Co. to the U.S. Forest Service setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated.

If, in the case of a partial termination, the U.S. Forest Service determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the U.S. Forest Service may terminate the award in its entirety.

Upon termination of an award, Placer Co. shall not incur any new obligations for the terminated portion of the award after the effective date, and shall cancel as many outstanding obligations as possible. The U.S. Forest Service shall allow full credit to Placer Co. for the United States Federal share of the non-cancelable obligations properly incurred by Placer Co. up to the effective date of the termination. Excess funds shall be refunded within 60 days after the effective date of termination.

S. DISPUTES.

1. Any dispute under this award shall be decided by the Signatory Official . The Signatory Official shall furnish Placer Co. a written copy of the decision.
2. Decisions of the Signatory Official shall be final unless, within 30 days of receipt of the decision of the Signatory Official , Placer Co. appeal(s) the decision to the U.S. Forest Service's Director, Acquisition Management (AQM). Any appeal made under this provision shall be in writing and addressed to the Director, AQM, USDA, Forest Service, Washington, DC 20024. A copy of the appeal shall be concurrently furnished to the Signatory Official .

3. In order to facilitate review on the record by the Director, AQM, Placer Co. shall be given an opportunity to submit written evidence in support of its appeal. No hearing will be provided.

T. DEBARMENT AND SUSPENSION. Placer Co. shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should Placer Co. or any of their principals receive a transmittal letter or other official federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

U. CENTRAL CONTRACTOR REGISTRATION AND UNIVERSAL IDENTIFIER REQUIREMENTS.

1. *Requirement for Central Contractor Registration (CCR)*

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

2. *Requirement for Data Universal Numbering System (DUNS) Numbers*

If you are authorized to make subawards under this award, you:

- a. Must notify potential subrecipients that no entity (*see* definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
- b. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

3. *Definitions*

For purposes of this award term:

- a. *Central Contractor Registration (CCR)* means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at <http://www.ccr.gov>).
- b. *Data Universal Numbering System (DUNS) number* means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
- c. *Entity*, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
  - i. A Governmental organization, which is a State, local government, or Indian Tribe;
  - ii. A foreign public entity;
  - iii. A domestic or foreign nonprofit organization;

- iv. A domestic or foreign for-profit organization; and
  - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
4. *Subaward*:
- a. This term means a legal agreement to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
  - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, *see* Sec. II.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
  - c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
5. *Subrecipient* means an entity that:
- a. Receives a subaward from you under this award; and
  - b. Is accountable to you for the use of the Federal funds provided by the subaward.

[END OF PROVISION]

## ATTACHMENT B: 2 CFR PART 170

### Appendix A to Part 170—Award Term

#### I. Reporting Subawards and Executive Compensation.

##### a. Reporting of first-tier subawards.

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).
2. *Where and when to report.*
  - i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
  - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

##### b. Reporting Total Compensation of Recipient Executives.

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
  - i. the total Federal funding authorized to date under this award is \$25,000 or more;
  - ii. in the preceding fiscal year, you received—
    - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
    - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
  - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:
  - i. As part of your registration profile at <http://www.ccr.gov>.
  - ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. *Reporting of Total Compensation of Subrecipient Executives.*

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. *Exemptions* If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

1. Subawards, and

2. The total compensation of the five most highly compensated executives of any subrecipient.

e. *Definitions.* For purposes of this award term:

1. *Entity* means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. *Executive* means officers, managing partners, or any other employees in management positions.

3. *Subaward:*

- i. This term means a legal agreement to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
  - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. ll .210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
  - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
4. *Subrecipient* means an entity that:
- i. Receives a subaward from you (the recipient) under this award; and
  - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
- i. *Salary and bonus.*
  - ii. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
  - v. *Above-market earnings on deferred compensation which is not tax-qualified.* vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

END OF ATTACHMENT B: 2 CFR PART 170

**Application for Federal Assistance SF-424**

Version 02

*1. Type of Submission:		*2. Type of Application		* If Revision, select appropriate letter(s)
<input type="checkbox"/> Preapplication		<input checked="" type="checkbox"/> New		
<input checked="" type="checkbox"/> Application		<input type="checkbox"/> Continuation		*Other (Specify)
<input type="checkbox"/> Changed/Corrected Application		<input type="checkbox"/> Revision		_____

3. Date Received:	4. Applicant Identifier:
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5a. Federal Entity Identifier:	*5b. Federal Award Identifier:
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**State Use Only:**

6. Date Received by State:	7. State Application Identifier:
----------------------------	----------------------------------

**8. APPLICANT INFORMATION:**

\*a. Legal Name: County of Placer

*b. Employer/Taxpayer Identification Number (EIN/TIN): 84-6000527	*c. Organizational DUNS: 071549588
--	---------------------------------------

**d. Address:**

\*Street 1: 3091 County Center Drive

Street 2: \_\_\_\_\_

\*City: Auburn

County: Placer

\*State: CA

Province: \_\_\_\_\_

\*Country: USA

\*Zip / Postal Code 95603

**e. Organizational Unit:**

Department Name: Community Development Resource Agency	Division Name: Planning
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**f. Name and contact information of person to be contacted on matters involving this application:**

Prefix: Mr. \*First Name: Brett

Middle Name: Alan

\*Last Name: Storey

Suffix: \_\_\_\_\_

Title: Management Analyst - Senior

Organizational Affiliation:  
Planning

\*Telephone Number: 530-745-3011 Fax Number: 530-745-3038

\*Email: bstorey@placer.ca.gov

**Application for Federal Assistance SF-424**

Version 02

**\*9. Type of Applicant 1: Select Applicant Type:**

B.County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\*Other (Specify)

**\*10 Name of Federal Agency:**

Department of Agriculture - Forest Service

**11. Catalog of Federal Domestic Assistance Number:**

10-674

CFDA Title:

Forest Products Lab: Technology Marketing Unit (TMU)

**\*12 Funding Opportunity Number:**

USDA-FS-TMU-2011

\*Title:

2011 Woody Biomass Utilization Grant Program

**13. Competition Identification Number:**

Title:

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

California, Nevada, Placer County, El Dorado County, Washoe County, Carson City/County, Douglas County, City of South Lake Tahoe, Town of Truckee

**\*15. Descriptive Title of Applicant's Project:**

This project proposes to construct a 2 megawatt forest-sourced biomass energy facility.

**Application for Federal Assistance SF-424**

Version 02

**16. Congressional Districts Of:**

\*a. Applicant: CA-004

\*b. Program/Project: CA-004, NV-002

**17. Proposed Project:**

\*a. Start Date: Upon Execution

\*b. End Date: ~~07/2012~~ <sup>12/31/2012</sup>

**18. Estimated Funding (\$):**

*a. Federal	_____	150,000.00
*b. Applicant	_____	37,500.00
*c. State	_____	
*d. Local	_____	
*e. Other	_____	
*f. Program Income	_____	
*g. TOTAL	_____	187,500.00

**\*19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on \_\_\_\_\_
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E. O. 12372

**\*20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)**

- Yes       No

21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

\*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions

**Authorized Representative:**

Prefix: Mr.      \*First Name: Thomas  
Middle Name: Michael  
\*Last Name: Miller  
Suffix: \_\_\_\_\_

\*Title: County Executive Officer

\*Telephone Number: (530) 889-4031

Fax Number: (530) 889-4025

\* Email: tmliller@placer.ca.gov

\*Signature of Authorized Representative: *Thomas M. Miller*

\*Date Signed: *8/1/11*

**Application for Federal Assistance SF-424**

Version 02

**\*Applicant Federal Debt Delinquency Explanation**

The following should contain an explanation if the Applicant organization is delinquent of any Federal Debt.

**BUDGET INFORMATION**

**SECTION A - BUDGET SUMMARY**

Grant Program Function or Activity (a)	Federal Catalog No. (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. TMU Biomass Grant 2011 Hazardous Fuels Woody Biomass Utilization	10.674			150,000	37,500	187,500
2.						
3.						
4.						
5. TOTALS				150,000	37,500	187,500

**SECTION B - BUDGET CATEGORIES**

6. Object Class Categories	- Grant Program, Function or Activity				Total
	(1)	(2)	(3)	(4)	(5)
a. Personnel				1,675	1,675
b. Fringe Benefits				825	825
c. Travel					
d. Equipment					
e. Supplies					
f. Contractual			150,000	35,000	185,000
g. Construction					
h. Other					
i. Total Direct Charges			150,000	37,500	187,500
j. Indirect Charges					
k. TOTALS			150,000	37,500	187,500
l. Program Income					

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U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES – ADMINISTRATION ON AGING

OMB Approval No. 0348-0044

<b>SECTION C - NON-FEDERAL RESOURCES</b>					
(a) Grant Program	(b) APPLICANT	(c) STATE	(d) OTHER SOURCES	(e) TOTALS	
8. TMU Biomass Grant 2011 Hazardous Fuels Woody Biomass Utilization	2,500		35,000	37,500	
9.					
10.					
11.					
12. TOTALS	2,500		35,000	37,500	
<b>SECTION D - FORECASTED CASH NEEDS</b>					
	Total for 1 <sup>st</sup> Year	1 <sup>st</sup> Quarter	2 <sup>nd</sup> Quarter	3 <sup>rd</sup> Quarter	4th Quarter
13. Federal	150,000	37,500	37,500	37,500	37,500
14. Non-Federal	37,500	9,375	9,375	9,375	9,375
15. TOTAL	187,500	46,875	46,875	46,875	46,875
<b>SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT</b>					
(a) Grant Program	FUTURE FUNDING PERIODS (YEARS)				
	(b) FIRST	(c) SECOND	(d) THIRD	(e) FOURTH	
16.					
17.					
18.					
19.					
20. TOTALS					
<b>SECTION F - OTHER BUDGET INFORMATION</b> <small>(Attach additional sheets if necessary)</small>					
21. Direct Charges: Three contracts will be awarded to the vendors determined in accordance with Placer County's Procurement Policy.					
22. Indirect Charges: N/A					
23. Remarks:					
<b>PART IV PROGRAM NARRATIVE (Attach per instruction)</b>					

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**Grant Narrative for  
Lake Tahoe Region Biomass Energy Facility Technology Integration and Preliminary  
Design  
Placer County  
FY 2012**

**Lead Contact(s):**

Brett Storey, Grant Coordinator (Lead Contact): 530-745-3011, bstorey@placer.ca.gov  
Donna Kirkpatrick, Administrative Coordinator: 530-745-3038, dkirkpatrick@placer.ca.gov

**Purpose:**

Wildfire suppression efforts in the past century have contributed to a significant buildup of vegetation in western forests—and in this case, specifically within the Lake Tahoe Region (LTR). This unnatural accumulation of hazardous fuels represents a serious threat to forest ecosystems and communities. During the past 10 years, the LTR has experienced wildfire events on approximately 4,500 acres. Because much of the LTR is accessible by road and that the local fire response infrastructure is well equipped and highly organized, most wildfires have not exceeded 100 acres in size. However, the Angora Fire of 2007 was an exception, consuming 3,100 acres and 254 homes over the span of 48 hours. This is an indication of the potentially extreme wildfire threat that exists in the region.

Fire and land management agencies operating within the LTR have crafted a 10-year fuel reduction and wildfire prevention strategy<sup>1</sup>. This document sets general plans and goals for coordinated fuels treatment activities. This strategy is currently being implemented and fuels reduction projects, primarily thinning, have increased. Forest management projects typically include piling and burning of excess biomass material generated from the projects. Diversion of this material for use as fuel in the controlled combustion system at a proposed biomass facility will result in a significant<sup>2</sup> decrease in air emissions including both greenhouse gases and particulates.

To develop a sustainable relationship to utilize the woody biomass created by the USFS, Placer County proposes to construct a 2 megawatt forest-sourced biomass energy facility in the Lake Tahoe Region with our partner California-Pacific Electric Company (Calpeco). The project would include construction of a structure to house electric power generation equipment and an adjacent covered materials storage area that is sustainable using forest-sourced woody biomass in the region. Our project would provide valuable support to two of the States Goals from the 2010 Strategic Fire Plan for California

Goal 3: Support and participate in the collaborative development and implementation of wildland fire protection plans and other local, county and regional plans that address fire protection and landowner objectives.

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<sup>1</sup> Lake Tahoe Basin Multi-Jurisdictional Fuel Reduction and Wildfire Prevention Strategy, December 2007

<sup>2</sup>Springsteen, B., T. Christofk, S. Eubanks, T. Mason, C. Clavin, and B. Storey, Emission reductions from woody biomass waste for energy as an alternative to open burning, *Journal of the Air and Waste Management Journal*, Volume 61, pp. 63-68, January 2011.

Goal 5: Develop a method to integrate fire and fuels management practices with landowner priorities and multiple jurisdictional efforts within local, state and federal responsibility areas.

**Scope of Work:**

This project will allow Placer County to move forward towards the construction of a small (2MW) woody biomass combined heat and power facility in the Lake Tahoe Region. The region is located within Placer County but would serve the areas in two other California counties and three Nevada counties. Several technical, environmental and economic analyses have been performed to date from a Department Of Energy (DOE)/Placer County Grant. With those preliminary results we will soon decide to choose a final technology and site location. The project team will utilize this Woody BUG grant funding to complete the integration of that technology with the preliminary and Intermediate design of the building on the chosen site including all of the details regarding operational and maintenance activities (information on supply chain to PPA and interconnects issues for the life of the system will be performed concurrently in our DOE grant work).

Our objectives are to:

- 1) Complete a preliminary (30%) site design plan for Permit Acquisition
- 2) Complete a preliminary and intermediate technology integration design
- 3) Complete an intermediate (60%) site design plan for a "constructability" review
- 4) Complete a final report detailing conclusions and outstanding issues for final design

Because of the reduced funding and scope of this grant, Placer County intends to use the services of Wood Rodgers to perform the preliminary site design drawings, plans and outstanding issues report and TSS Consultants to perform the technology integration design issues and final reporting. We are allowed by County procedure to request sole source procurement for these types of activities in which we have a qualified company that has considerable project specific background. In both of these cases these contractors have been working with our team to develop this project and are on our qualified list of vendors. For the preliminary design portion and the technology integration portions of the project we will seek the sole source contracts. When the project moves to the intermediate and detailed design phase Placer County will prepare a formal Request for Proposal (RFP) for those larger services.

Placer County and its team will provide a preliminary site and building design integrating the chosen technology which will be used to serve as the project footprint to allow for environmental and agency permitting approvals to move forward. Interim reports will document the tradeoff decisions and design details of the project. Next the County team will produce Intermediate design and integration plans which will support preliminary cost estimate and will serve to allow stakeholders an opportunity to perform a "constructability" review. A final report will be developed to detail all integration issues and remaining tasks to complete a final design phase to bring the project to the bid and construction stage.

**Methodology and Timeline:**

The Placer County team will utilize the information from the Placer County DOE preliminary technology, economic and environmental analyses to choose both the proposed technology and site location for the project. The team will then move forward utilizing these grant funds to prepare all of the preliminary plans which can be used to provide all permitting agencies the necessary information to entitle the proposed facility. Next the intermediate design and technology plans will follow and conclusions of the team will be produced to facilitate the final phases of the project. Once that is achieved (the results of this grant project) Placer County could then go forward with the detailed design, construction and operational mode of the facility.

The project's objectives will be accomplished through the following activities. The work will be completed primarily by contractors performing design and integration tasks, working in partnership with Placer County and Calpeco personnel. Placer County expects to bill on a quarterly basis by delivering interim reports for USFS approval of the activities described below. We will include all billable and in-kind hours of our contractors and county/Calpeco team personnel with each report. Upon the conclusion of all activities Placer County will also submit for USFS approval the final report including all activity associate with this grant.

The Lake Tahoe Region Biomass Energy Facility Technology Integration and Preliminary Design project will begin on October 1, 2011 and be completed by September 30, 2012 or earlier. A more specific timeline is as follows:

<u>Oct/Nov/Dec 11</u>	<u>Jan/Feb/Mar 12</u>	<u>Apr/May/Jun 12</u>	<u>Jul/Aug/Sep 12</u>	<u>Closeout 2012</u>
Choose Site/Preliminary Design site plan Creation/ Complete Preliminary site plans	Integrate Technology into site plans/Develop Intermediate Site Plans	Complete Intermediate site plans	Document Plans/ provide outstanding issues and required information for detailed design facets	
Choose Technology/ Complete Preliminary Technology Integration plans	Develop Intermediate Technology Integration plans	Complete Intermediate Technology Integration plans	Document technology integrations plans/prepare air permitting requirements plans	
<i>Interim Report</i>	<i>Interim Report</i>	<i>Interim Report</i>	<i>Interim Report</i>	<i>Final Report</i>

**Budget:**

The following budget is prepared directly from our SF424A.

<b>Budget Items by SF 424A Object Class Categories</b>	<b>Federal \$</b>	<b>State Match \$</b>	<b>Other Match \$</b>	<b>Source of "Other Match"</b>
<b>a. Personnel</b>				
<i>Consultant In-kind work</i>			5,000	TSS Consultants
<i>Consultant In-kind work</i>			5,000	Wood Rodgers
<i>Consultant In-kind work</i>			25,000	Calpeco
<i>Admin Staff</i>			1,675	Placer County
<b>b. Fringe Benefits</b>				
<i>Admin Staff</i>			825	Placer County
<b>c. Travel</b>				
<del>[Specific Budget Item]</del>				
<b>d. Equipment</b>				
<del>[Specific Budget Item]</del>				
<b>e. Supplies</b>				
<del>[Specific Budget Item]</del>				
<b>f. Contractual</b>				
<i>Preliminary Design</i>	45,000			Wood Rodgers
<i>Preliminary and Intermediate Integration</i>	10,000			TSS Consultants
<i>Intermediate Design</i>	95,000			TBD (winning contractor)
<b>g. Construction</b>				
<del>[Specific Budget Item]</del>				
<b>h. Other</b>				
<del>[Specific Budget Item]</del>				
<b>i. Total Direct Charges (sum of a-h)</b>	150,000		37,500	
<b>j. Indirect Charges</b>				
<b>k. Totals (i + j)</b>	150,000		37,500	
<b>l. Program Income</b>				



