

Administering Agency: Nevada County – Office of Emergency Services

Grant Award Allocation No. _____

Description: Forest Reserve Title III Fund Grant Program

GRANT AWARD RECIPIENT AGREEMENT

THIS AGREEMENT (“Agreement”) is made at Nevada City, California, by and between the County of Nevada, (“County”), and North San Juan Fire Protection District (“Grant Recipient”), who agree as follows:

1. **Use of Funds:** Grant Recipient agrees to use the County of Nevada’s Forest Reserve Title III funds allocation for “developing and carrying out community wildfire protection plans” in full compliance with all fund expenditure requirements and for the purposes set forth in Exhibit A.
2. **Grant Fund Allocation** County shall allocate Forest Reserve Funds designated specific to the deliverable of a 10,000 gallon water storage system in the time and in the amount set forth in Exhibit B. **The amount of the Forest Reserve Funding shall not exceed Eighteen thousand dollars (\$18,000).**
3. **Term** This Agreement shall be effective upon the date on which the last party hereto has executed this Agreement (“Effective Date”). All grant funds provided by this Agreement shall be expended before June 30, 2025 and reported on per the requirements stated in Exhibit A. **Agreement Termination Date of: 6/30/2025.**
4. **Exhibits** All exhibits referred to herein and attached hereto are incorporated herein by this reference.
5. **Electronic Signatures** The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, “electronic signature” shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.
6. **Time for Performance** Time is of the essence. Failure of Grant Recipient to expend any allocated funding prior to June 30, 2025 shall constitute a return of unspent funds to the County as of the termination date. Grant Recipient shall devote such time to the wildfire protection plan pursuant to this Agreement. Grant Recipients unauthorized expenditure of Forest Reserve Funds shall constitute a material breach of this Agreement, and in addition to any other remedy available at law, shall serve as a basis upon which the County may elect to immediately suspend Forest Reserve Fund payments, or terminate this Agreement, or both without notice.
7. **Hold Harmless and Indemnification Agreement** To the fullest extent permitted by law, each party (the “Indemnifying Party”) hereby agrees to protect, defend, indemnify, and hold the other party (the “Indemnified Party”), its officers, agents, employees, and volunteers, free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character resulting from the Indemnifying Party’s negligent act, willful misconduct, or error or omission, including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the Indemnified Party arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Indemnified Party) and without limitation, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Agreement and the expenditures of the Forest Reserve funding. The Indemnifying Party

agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Indemnifying Party, using legal counsel approved in writing by Indemnified Party. Indemnifying Party also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against either party or to enlarge in any way either party's liability but is intended solely to provide for indemnification of the Indemnified party from liability for damages, or injuries to third persons or property, arising from or in connection with Indemnifying Party's performance pursuant to this Agreement. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Agreement. These Hold Harmless and Indemnification provisions shall survive the termination of this Agreement.

8. **Drug-Free Workplace** Senate Bill 1120, (Chapter 1170, Statutes of 1990), requires recipients of state grants to maintain a "drug-free workplace". Every person or organization awarded a contract for the procurement of any property or services shall certify as required under Government Code sections 8355-8357 that it will provide a drug-free workplace.
9. **Political Activities** Grant Recipient shall in no instance expend funds or use resources derived from this Agreement on any political activities.
10. **Reporting Requirements** Grant Recipient will be required to maintain records and provide project information to the County or its Contract Administrator as provided in Exhibit A.
11. **Conflict of Interest** Grant Recipient certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this Agreement. In addition, Grant Recipient agrees that no such person will be employed in the performance of this Agreement unless first agreed to in writing by County. This includes prior Nevada County employment in accordance with County Personnel Code.
12. **Entirety of Agreement** This Agreement contains the entire agreement of County and Grant Recipient with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party, which is not contained in this Agreement, shall be binding or valid.
13. **Alteration** No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 19, Termination.
14. **Governing Law and Venue** This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. The venue for any legal proceedings regarding this Agreement shall be the County of Nevada, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.
15. **Compliance with Applicable Laws** Grant Recipient shall comply with any and all federal, state, and local laws, codes, ordinances, rules, and regulations which relate to, concern or affect the Services to be provided by this Agreement.
16. **Prevailing Wage** The services described herein may be considered "public works" as defined by California Labor Code section 1720 et seq. Any funds expended as a result of this award Grant Recipient will be responsible for compliance with all applicable prevailing wage laws, as well as any and all applicable state or federal wage laws, for services under the awarded Agreement.

17. **Subrecipient** Forest Reserves Title III grantees are not considered subrecipients. Grant Recipients should follow appropriate rules, regulations, and best financial practices with respect to management of federal funds. To the extent applicable Grant Recipient is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 et al (commonly referred to as the “OMB Super Circular” or “Uniform Guidance”). A copy of these regulations is available at the link provided herein for the Code of Federal Regulations.

https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

As this agreement is not Subrecipient agreement, such federal reporting shall not be provided to the County of Nevada.

18. **Notification** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

COUNTY OF NEVADA:

Nevada County
Office of Emergency Services
Attn: Craig Griesbach
Address 950 Maidu Avenue Ste 129
Nevada City, CA 95959
Phone: 530-265-1583
Email: Craig.griesbach@nevadacountyc
a.gov

GRANT RECIPIENT:

North San Juan Fire Protection District
Attn: Jason Flores
Address:13200 Tyler Foote Road
Nevada City, CA 95959
Phone: 530-292-9159
Email: districtmanager@nsjfire.org

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

Authority: All individuals executing this Agreement on behalf of Grant Recipient represent and warrant that they are authorized to execute and deliver this Agreement on behalf of Grant Recipient.

IN WITNESS WHEREOF, the parties have executed this Agreement, to begin on the Effective Date.

COUNTY OF NEVADA:

By: _____ Date: _____

Printed Name/Title: Honorable Hardy Bullock, Chair, of the Board of Supervisors

By: _____

Attest: Clerk of the Board of Supervisors, or designee

GRANT RECIPIENT: _____

By: _____ Date: _____

Name: _____

* Title: _____

By: _____ Date: _____

Name: _____

* Title: _____ Secretary _____

****If Grant Recipient is a corporation, this Agreement must be signed by two corporate officers; one of which must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation (California Corporations Code Sec. 313).***

Exhibits

- A. Purpose and Use of Funds
- B. Schedule of Payments

EXHIBIT A

PURPOSE AND USE OF FUNDS

Grant Recipient agrees to use the County of Nevada's Forest Reserve (Title III), Secure Rural Schools and Community Self-Determination Act provided to cover those costs identified in the submitted Application received from this Entity which is attached hereto and incorporated herein as Exhibit A-1. These funds are designated for developing and carrying out community wildfire protection plans.

Budget Items	Funds Proposed FY 2024/25	Forest Reserve Fund
Materials and Labor	\$39,763	\$18,000
TOTAL		\$18,000

Funds may be allocated flexibly among proposed line items up to 10% of each line item; budget modifications greater than 10% of changed line item must be requested and have written approval by County grant manager.

Acknowledgment:

Grant Recipient agrees to clearly acknowledge support from the County of Nevada in their programs and related promotional material including publications, websites, newspaper articles, radio interviews, and other media activities. Unless advised to the contrary, an acknowledgement of County of Nevada support must appear on all materials publicizing or resulting from award activities.

The County of Nevada logo and following credit line should be used in acknowledging County support whenever possible: "Funds were provided through the County of Nevada's Forest Reserve Title III."

1. **COUNTY-REQUIRED REPORTING.**

- a. Note that funds must (i.e. under contract) be expended by June 30, 2025.
- b. Financial records and supporting documents related to the award must be retained for a period of five years after all funds have been expended or returned to Treasury, whichever is later.
- c. Awardees will be required to submit a final report "Project and Expenditure Report" when the project is complete.
 - i. The report may be required to include:
 - ii. Project name
 - iii. Identification number (created by the County)
 - iv. Project description (Project descriptions must describe the project in enough detail to provide understanding of the major activities that occurred and will be required to be between 50 and 250 words.)
- d. Expenditures report detailing itemized expenditures (including receipts if applicable).

EXHIBIT B

SCHEDULE OF PAYMENTS

The Grant Recipient will receive the grant award for the purpose and use established in Exhibit A of this Agreement, based on the following schedule of payments.

Total Grant Award Amount: \$18,000

Payment Schedule

	Amount	Payment Timing
Payment 1:	100% of the Grant Award per fiscal year*	Within 30 Days of executed Agreement

**NOTE: For multi-year requests, payments will be 90% of request per fiscal year.*

SUMMARY OF AGREEMENT

Grant Recipient Name: North San Juan Fire Protection District

Description of Services: Forest Reserve (Title III), Secure Rural Schools and Community Self-Determination Act

SUMMARY OF MATERIAL TERMS

Maximum Grant Award: \$18,000
Contract Beginning Date: Effective Date, August 20, 2024
Contract Termination Date: 6/30/2025
Liquidated Damages: N/A

LICENSES AND PREVAILING WAGES

Designate all required licenses:

NOTICE & IDENTIFICATION

Grant Recipient: _____ **County of Nevada:** _____

Contact Person: Jason Flores
(530) 292-9159
Email address: districtmanager@nsjfire.org

Contact Person: Craig Griesbach
(530) 265-1583
e-mail: craig.griesbach@nevadacountyca.gov

Grant Recipient is a: (check all that apply)

Corporation: X Calif., Other, LLC, X Non-profit
Partnership: Calif., Other, LLP, Limited
Person: Individ., Dba, Ass'n, Other

ATTACHMENTS

Designate all required attachments:

Exhibit A: Purpose and Use of Funds
Exhibit B: Schedule of Payments

Req'd
 X
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