

**DEPARTMENT OF HOMELAND SECURITY
SUBAWARDEE GRANT AGREEMENT**

CONTRACT NO: XXXX
DEPARTMENT: Office of Emergency Services
SUBAWARDEE: Agency Name
SUBAWARDEE UEI #: XXXX Input Unique Entity Identifier (UEI) of SUBAWARDEE

GRANT INFORMATION:

Fiscal Year (FY) 20XX Homeland Security Grant Program (HSGP) Subaward #20XX-00XX Subaward Period: 09/01/20XX – 05/31/20XX
Federal Grantor Agency – US Department of Homeland Security CFDA #97.067
Pass-through State Agency – California Office of Emergency Services
FIPS #061-00000, Subaward #20XX-00XX

This Agreement is entered into as of the date last signed below (“Effective Date”) between the County of Nevada, a political subdivision of the State of California (hereinafter “County”) and _____, hereinafter “SUBAWARDEE”, collectively “Parties”).

WHEREAS, County has been designated as the pass-through agent for the local administration of the State Homeland Security Grant Program (“SHSGP”) which consists of federally awarded funds from the Federal Emergency Management Agency (“FEMA”) through the California Governor’s Office of Emergency Services (“CalOES”); and

WHEREAS, SUBAWARDEE submitted an application to County for an award of a portion of the SHSGP that has been awarded to County; and

WHEREAS, County has approved SUBAWARDEE’s application for such grant funds conditioned on SUBAWARDEE’s approval and execution of this Agreement; and

WHEREAS, the purpose of this Agreement is to memorialize SUBAWARDEE’s legal obligations with respect to its use of the grant funds and its compliance with the terms and conditions of the SHSGP; and

WHEREAS, pursuant to Nevada County Board of Supervisors Resolution No. XX - XXX (current HSGP GBR) dated Month Day, 20XX, which is attached hereto and incorporated herein as Exhibit C, the Director of the Nevada County Office of Emergency Services (“NevadaCountyOES”) has been authorized to execute this Agreement on behalf of County; and

WHEREAS, County and SUBAWARDEE desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, County and SUBAWARDEE agree as follows:

1. GRANT FUNDS & GRANT ACTIVITIES. SUBAWARDEE will utilize 20XX SHSGP grant funds (“Grant Funds”) only in the amount, type, and manner described in Exhibit A (“Scope of Grant Activities”). SUBAWARDEE will complete the tasks and/or activities in Exhibit A (“Grant Activities”) within the term of this Agreement.

2. TERM OF AGREEMENT. This Agreement commences on the last date of execution of this Agreement and shall terminate on **May 31, 20XX.**

3. SHSGP OBLIGATIONS.

- A. Federal and State Requirements. The state and federal grant award requirements are provided in Exhibit B (“CalOES Standard Assurances”). SUBAWARDEE shall abide by all requirements therein, including:
- i. The Department of Homeland Security Standard Terms and Conditions referenced therein.
 - ii. The requirement to provide proof in the form of a duly adopted resolution of the SUBAWARDEE’s governing body supporting the application and the proposed Grant Activities and identifying the individual who is authorized to execute this Agreement, which shall be provided as Exhibit D to this Agreement.
 - iii. The requirement to adhere to government cost principles, uniform administrative requirements, and audit requirements provided in 2 CFR 200, as they may be updated from time to time by the federal Office of Management and Budget.
 - iv. The requirement to adhere to all applicable federal regulations; the FEMA Notice of Funding Opportunity (“NOFO”); the FEMA Preparedness Grants Manual; the California Supplement to the NOFO; and federal and state grant program guidelines.
 - v. The audit and access to records provisions, which require SUBAWARDEE to provide County, the Comptroller General of the United States, and, if appropriate, the state, with access to all records related to the Grant Funds.
- B. Procurement. SUBAWARDEE’s systems for acquiring goods and services under this Agreement shall comply with applicable federal regulations. All contracts awarded by SUBAWARDEE related to this Agreement, including but not limited to those in amounts less than the simplified acquisition threshold, shall contain the provisions set forth in 2 CFR 200, as applicable.
- C. Use of Grant Funds for Fee or Profit Prohibited. The use of Grant Funds for the payment of any fee or profit under a sub-award, as defined in 2 CFR 200 subpart A–E, is not allowable. The term sub-award does not include the SUBAWARDEE’s procurement of goods and services needed to carry out Grant Activities.
- D. Post-Award Requirements. SUBAWARDEE shall meet all closeout and continuing responsibilities, such as equipment tracking, maintenance, monitoring, auditing, and records retention pursuant to the requirements in Exhibit B. SUBAWARDEE expressly agrees that use of the funds award is subject to single audit requirements pursuant to 2 CFR Part 200, Subpart F –Audit Requirements, Section 200.500.
- E. Notification of Adverse Developments. The SUBAWARDEE shall notify County in writing of any developments that have a significant adverse impact on Grant Activities, as soon as reasonably practicable. This notification shall include a statement of the adverse issues,

impact expected, action taken or contemplated, and any assistance needed to resolve the situation.

- F. Pre-award Costs. SUBAWARDEE may not incur pre-award costs prior to the effective date of this Agreement as determined by CalOES. If SUBAWARDEE chooses to incur pre-award costs, it is at SUBAWARDEE's sole risk and shall not impose any obligation on County.
- G. Ownership of Work Product. All technical data, evaluations, plans, specifications, reports, documents, or other work products developed by SUBAWARDEE hereunder shall be the property of the federal government, state, and County and shall be delivered to County by SUBAWARDEE upon completion of the Grant Activities. SUBAWARDEE may retain copies thereof for its files and internal use. Publication of the information directly derived from work performed or data obtained in connection with services rendered under this Agreement must first be approved in writing by County and state as applicable.
- H. Property. Title to all nonexpendable and expendable tangible personal property purchased by the SUBAWARDEE with Grant Funds shall be deemed to have vested in the SUBAWARDEE upon purchase, in accordance with the provisions of 2 CFR 200, without further obligation. Title to any federally owned property remains vested in the federal government. No real property may be acquired with Grant Funds.
- I. Reports. SUBAWARDEE shall submit the following reports and/or information electronically to County:
- i. *Quarterly Status Report*. This report form provided by County, is due 15 days after quarter end, shall keep the County informed of SUBAWARDEE activity and progress toward accomplishment of the objectives of the Grant Activities.
 - ii. *Equipment Tracking*. SUBAWARDEE shall submit equipment information to County at least every 18 months, as required by 2 CFR 200. The equipment information must include a physical inventory report of all equipment that was purchased with the Grant Funds. SUBAWARDEE must report all grant-funded equipment to County, and County approval is required to remove such equipment from the equipment inventory report. Equipment that is lost, stolen, or destroyed needs to be reported to County and may need to be replaced by SUBAWARDEE at SUBAWARDEE's sole expense.

J. GRANT FUND PAYMENT.

- A. County shall process SUBAWARDEE's payment requests on a reimbursement basis. Grant Funds shall not be paid in advance. SUBAWARDEE shall submit payment requests quarterly, as provided below.
- i. Quarter 1 (July–September): Payment request due Oct. 5

- ii. Quarter 2 (October–December): Payment request January 5
- iii. Quarter 3 (January–March): Payment request April 5
- iv. Quarter 4 (April–June): Payment request July 5

With each payment request, SUBAWARDEE must provide supporting documentation reflecting actual costs incurred and associated Grant Activities performed and/or completed. Failure to meet the above deadlines and/or provide supporting documentation may result in payment delays.

- B. Each payment request must include a certification, signed by an official who is authorized to legally bind the SUBAWARDEE, which reads as follows:

“By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, and false claims otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).”

- C. County will review each payment request from SUBAWARDEE and, if approved, submit the request to CalOES on behalf of SUBAWARDEE. CalOES may submit the request to FEMA for approval.
- D. SUBAWARDEE understands and acknowledges that County does not control either the process for approving payment requests submitted to CalOES or CalOES’s decision regarding the payment request. Responsibility for processing, approving, and making payment in connection with any payment request submitted by SUBAWARDEE lies exclusively with CalOES and County shall have no financial liability to SUBAWARDEE for CalOES’s failure to process, approve, or make payment in connection with any payment request.
- E. If the County becomes aware of any deficiencies in the payment request, County shall communicate the deficiencies to the SUBAWARDEE along with the corrective action necessary to allow County to submit the payment request to CalOES. SUBAWARDEE shall be responsible for correcting any deficiencies in the request.
- F. When County receives Grant Funds from CalOES, County will process payment of Grant Funds to SUBAWARDEE. Because of the multiple agencies involved in reviewing and approving these payment requests, payment processing may take up to twelve (12) months.

5. DISGORGEMENT. SUBAWARDEE understands and acknowledges that its failure to comply with the requirements of this Agreement, including but not limited to its failure to comply with the rules and regulations governing the use of Grant Funds, may result in an audit or monitoring of SUBAWARDEE’s use of the Grant Funds or SUBAWARDEE’s compliance with the rules and regulations governing its use of Grant Funds, or both, by FEMA or CalOES. SUBAWARDEE further understands and acknowledges that the result of any such audit may be a demand by FEMA, CalOES, and/or County that SUBAWARDEE repay (disgorge) some or all of the Grant Funds.

SUBAWARDEE shall indemnify, defend, and hold harmless the County, its Board of Supervisors, officers, directors, agents, and employees from and against any and all claims, demands, actions, losses, liabilities, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from a demand from FEMA or CalOES, or both, for repayment of some or all of the Grant Funds as a result of SUBAWARDEE's failure to comply with any term or condition of this Agreement.

6. NOTICES. Any notice, request, demand, or other communication required or authorized under this Agreement shall be deemed to be properly given when:

- A. Delivered personally to the person below, as of the date of delivery; or
- B. Mailed to the physical address listed below by U.S. Mail or similar service, with postage prepaid and properly addressed, as of the date of postmark; or
- C. Emailed to the email address(es) below, as of the date a read receipt, an acknowledgement from the recipient, or other proof of delivery is received by the sender.

In the case of County, to:

Name, Title: Craig Griesbach, Director of Emergency Services
 Address: 950 Maidu Avenue, Suite 129
 Nevada City CA, 95959
 Telephone: 530-265-1515
 Email: HSGP@nevadacountyca.gov

In the case of SUBAWARDEE, to:

Name, Title: SUBAWARDEE CONTACT NAME, TITLE
 Address: ADDRESS
 CITY, STATE, ZIP
 Telephone: 000-000-0000
 Email: EMAIL

7. TERMINATION AND ENFORCEMENT. This Agreement may be terminated by County if SUBAWARDEE materially fails to comply with the terms and conditions herein. Such termination shall be effective upon service of written notice of termination on SUBAWARDEE. As an alternative to termination, County may, in its sole and exclusive discretion, impose special conditions or take appropriate action as provided in 2 CFR 200 subpart D.

8. INDEMNIFICATION. SUBAWARDEE shall indemnify, defend, and hold harmless the County, its Board of Supervisors, officers, directors, agents, employees, and volunteers from and against any and all claims, demands, actions, losses, liabilities, damages, and costs, including reasonable attorneys' fees, arising out of or related to this Agreement. This obligation to indemnify will survive termination of this Agreement.

9. EXHIBITS; MERGER CLAUSE; AMENDMENTS. This Agreement, including all Exhibits and Attachments, incorporated herein by this reference, constitutes the sole Agreement between the Parties and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision,

requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding.

All subsequent modifications or amendments to this Agreement shall be in writing and signed by the parties.

10. SUCCESSORS AND ASSIGNS. This Agreement is to be binding on the successors of the parties hereto. The services called for herein are deemed unique and SUBAWARDEE shall not assign, transfer, or otherwise substitute its interest in this Agreement.

11. CONFLICT OF INTEREST. SUBAWARDEE certifies that it has no current business or financial relationship with any County employee or official, or other County contract provider that could create a conflict with this Agreement and will not enter into any such business or financial relationships during the period of this Agreement. SUBAWARDEE attests that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any legally prohibited personal financial interest or benefit which either directly or indirectly arises out of this Agreement. SUBAWARDEE shall establish safeguards to prohibit employees or officers from using their positions for a purpose which could result in legally prohibited private gain or gives the appearance of being motivated for legally prohibited private gain for themselves or others, particularly those with whom they have family, business, or other ties. SUBAWARDEE 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, SUBAWARDEE agrees that no such person will be employed in the performance of this Agreement without immediately notifying the County.

12. VALIDITY OF ALL PARTS OF THE AGREEMENT. Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement can be interpreted to give effect to the intentions of the parties.

13. GOVERNING STATE LAWS AND JURISDICTION. 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. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the County of Nevada, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.

14. WAIVERS IN PART. County's waiver of the performance of any covenant, condition, obligation, representation, warranty or promise in this Agreement shall not invalidate this Agreement or be deemed a waiver of any other covenant, condition, obligation, representation, warranty or promise. County's waiver of the time for performing any act or condition hereunder does not constitute a waiver of the act or condition itself.

15. INTERPRETATION. This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

16. DUPLICATE COUNTERPARTS; ELECTRONIC SIGNATURE. This Agreement may be executed in duplicate counterparts. Each counterpart shall be an original and both together shall constitute but one and the same document. This Agreement shall not be deemed executed unless and until at least one counterpart bears the signatures of all parties' designated signatories.

In addition, this Agreement and future documents relating to this Agreement may be digitally signed in accordance with California law. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

(“SUBAWARDEE”)*

COUNTY OF NEVADA (“COUNTY”)

<hr/> Signature
<hr/> Print Name
Date: _____

<hr/> Craig Griesbach, Director of Emergency Services Nevada County Office of Emergency Services
Date: _____

<hr/> Signature
<hr/> Print Name
Date: _____

EXHIBITS:

- Exhibit A: **Scope of Grant Activities**
- Exhibit B: **CalOES Standard Assurances**
- Exhibit C: County Resolution No. XX-XXX
- Exhibit D: **SUBAWARDEE Resolution No. XX-XXX**

**EXHIBIT A
SCOPE OF GRANT ACTIVITIES**

EXHIBIT B
CaIOES STANDARD ASSURANCES

EXHIBIT C
COUNTY RESOLUTION NO. 2022-128

**EXHIBIT D
SUBAWARDEE RESOLUTION NO. 24-60**