

Administering Agency: Nevada County Office of Emergency Services

Contract No. _____

Contract Description: **Sierra Foothill Forest Climate Resilience Project**

PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT ("Contract") is made at Nevada City, California, as of December 5, 2023 by and between the County of Nevada, ("County"), and Sierra Streams Institute ("Contractor"), who agree as follows:

1. **Services** Subject to the terms and conditions set forth in this Contract, Contractor shall provide the services described in Exhibit A. Contractor shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Payment** County shall pay Contractor for services rendered pursuant to this Contract at the time and in the amount set forth in Exhibit B. The payments specified in Exhibit B shall be the only payment made to Contractor for services rendered pursuant to this Contract. Contractor shall submit all billings for said services to County in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Contractor uses for billing clients similar to County. **The amount of the contract shall not exceed two million ninety-nine thousand five hundred and eighty-seven dollars (\$2,099,587.00) which includes two-hundred and seventeen thousand eight hundred and ten dollars (\$217,810) of contingency for use with proper justification and written permission from the Wildlife Conservation Board grant manager with a match requirement of in-kind match of twenty-three thousand six hundred and fifty-four dollars (\$23,654).**
3. **Term** This Contract shall commence on the date that the Notice to Proceed was issued from the Wildlife Conservation Board (funder), 10/3/2023. All services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** of: 1/31/2027.
4. **Facilities, Equipment and Other Materials** Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Contract.
5. **Exhibits** All exhibits referred to herein and attached hereto are incorporated herein by this reference.
6. **Electronic Signatures** The parties acknowledge and agree that this Contract 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.

7. **Time for Performance** Time is of the essence. Failure of Contractor to perform any services within the time limits set forth in Exhibit A, or elsewhere in this Contract, shall constitute material breach of this contract. Contractor shall devote such time to the performance of services pursuant to this Contract as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Contract. Neither party shall be considered in default of this Contract to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.
8. **Liquidated Damages**
Liquidated Damages are presented as an estimate of an intangible loss to the County. It is a provision that allows for the payment of a specified sum should Contractor be in breach of contract. Liquidated Damages shall apply shall not apply to this contract. Liquidated Damages applicable to this contract are incorporated in Exhibit E, attached hereto.
9. **Relationship of Parties**
- 9.1. **Independent Contractor**
In providing services herein, Contractor, and the agents and employees thereof, shall work in an independent capacity and as an independent contractor and not as agents or employees of County. Contractor acknowledges that it customarily engages independently in the trade, occupation, or business as that involved in the work required herein. Further, the Parties agree that Contractor shall perform the work required herein free from the control and direction of County, and that the nature of the work is outside the usual course of the County's business. In performing the work required herein, Contractor shall not be entitled to any employment benefits, Workers' Compensation, or other programs afforded to County employees. Contractor shall hold County harmless and indemnify County against such claim by its agents or employees. County makes no representation as to the effect of this independent contractor relationship on Contractor's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Contractor specifically assumes the responsibility for making such determination. Contractor shall be responsible for all reports and obligations including but not limited to social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation and other applicable federal and state taxes.
- 9.2. **No Agent Authority** Contractor shall have no power to incur any debt, obligation, or liability on behalf of County or otherwise to act on behalf of County as an agent. Neither County nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Contract. Contractor shall not represent that it is, or that any of its agents or employees are, in any manner employees of the County.
- 9.3. **Indemnification of CalPERS Determination** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing service under this Contract or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for all payments on behalf of Contractor or its employees, agents, or subcontractors, as well as for the

payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

10. **Assignment and Subcontracting** Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Contract are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute or replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Contractor shall cause and require each transferee, subcontractor, and assignee to comply with the insurance provisions set forth herein, to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor, and assignee shall constitute a Material Breach of this Contract, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

11. **Licenses, Permits, Etc.** Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, obtain or keep in effect at all times during the term of this Contract, any licenses, permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed.

12. **Hold Harmless and Indemnification Contract** 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 Contract. 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 Contract. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Contract.

13. **Standard of Performance** Contractor shall perform all services required pursuant to this Contract in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All products of whatsoever nature which

Contractor delivers to County pursuant to this Contract shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Contractor's profession.

Contractor without additional compensation. Contractor's personnel, when on the County's premises and when accessing the County network remotely, shall comply with the County's regulations regarding security, remote access, safety and professional conduct, including but not limited to Nevada County Security Policy NCSP-102 Nevada County External User Policy and Account Application regarding data and access security. Contractor personnel will solely utilize the County's privileged access management platform for all remote access support functions, unless other methods are granted in writing by the County's Chief Information Officer or his/her designee.

14. **Prevailing Wage and Apprentices** To the extent made applicable by law, performance of this Contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code section 1720, et seq., and shall be in conformity with Title 8 of the California Code of Regulations section 200 et seq., relating to apprenticeship. Where applicable:
- Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. Applicable prevailing wage determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.
 - Contractor and all subcontractors must comply with the requirements of Labor Code section 1771.1(a) pertaining to registration of contractors pursuant to section 1725.5. Registration and all related requirements of those sections must be maintained throughout the performance of the Contract.
 - Contracts to which prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each Contractor and subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.
 - The County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.
15. **Accessibility** It is the policy of the County of Nevada that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall comply with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct Services are and shall be accessible to all persons.
16. **Nondiscriminatory Employment** Contractor shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex or sexual orientation in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.

17. **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 Section 8355-8357 that it will provide a drug-free workplace.
18. **Political Activities** Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.
19. **Financial, Statistical and Contract-Related Records:**
 - 19.1. **Books and Records** Contractor shall maintain statistical records and submit reports as required by County. Contractor shall also maintain accounting and administrative books and records, program procedures and documentation relating to licensure and accreditation as they pertain to this Contract. All such financial, statistical and contract-related records shall be retained for five (5) years or until program review findings and/or audit findings are resolved, whichever is later. Such records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records, including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits.
 - 19.2. **Inspection** Upon reasonable advance notice and during normal business hours or at such other times as may be agreed upon, Contractor shall make all of its books and records available for inspection, examination or copying, to County, or to the State Department of Health Care Services, the Federal Department of Health and Human Services, the Controller General of the United States and to all other authorized federal and state agencies, or their duly authorized representatives.
 - 19.3. **Audit** Contractor shall permit the aforesaid agencies or their duly authorized representatives to audit all books, accounts or records relating to this Contract, and all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. All such records shall be available for inspection by auditors designated by County or State, at reasonable times during normal business hours. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within fifteen (15) days upon delivery of written notice from County. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charge of five percent (5%) or more of the Maximum Contract Price.
20. **Termination**
 - A. A Material Breach, as defined pursuant to the terms of this Contract or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this Contract, or both, without notice.
 - B. If Contractor fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the

terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) calendar days written notice to Contractor.**

- C.** Either party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- D.** County, upon giving **thirty (30) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if the County or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.

In the event this Contract is terminated:

- 1) Contractor shall deliver copies of all writings prepared by it pursuant to this Contract. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
- 2) County shall have full ownership and control of all such writings delivered by Contractor pursuant to this Contract.
- 3) County shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Contract not to exceed the amount documented by Contractor and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the Contract specified in Exhibit B, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Contract. In this regard, Contractor shall furnish to County such financial information as in the judgment of the County is necessary to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.

21. **Intellectual Property** To the extent County provides any of its own original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto, not the property of Contractor (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor by County, shall be the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception.

22. **Waiver** One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Contract shall not operate as a waiver of any subsequent breach or default by the other party.
23. **Conflict of Interest** Contractor 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 Contract. In addition, Contractor agrees that no such person will be employed in the performance of this Contract unless first agreed to in writing by County. This includes prior Nevada County employment in accordance with County Personnel Code.
24. **Entirety of Contract** This Contract contains the entire Contract of County and Contractor with respect to the subject matter hereof, and no other Contract, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Contract, shall be binding or valid.
25. **Alteration** No waiver, alteration, modification, or termination of this Contract shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 19, Termination.
26. **Governing Law and Venue** This Contract 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 Contract shall be the County of Nevada, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.
27. **Compliance with Applicable Laws** Contractor 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 Contract.
28. **Additional Contractor Responsibilities**
- A. To the extent Contractor is a mandated reporter of suspected child and/or dependent adult abuse and neglect, it shall ensure that its employees, agents, volunteers, subcontractors, and independent contractors are made aware of, understand, and comply with all reporting requirements. Contractor shall immediately notify County of any incident or condition resulting in injury, harm, or risk of harm to any child or dependent adult served under this Contract.
 - B. Contractor will immediately notify of any serious and credible active complaints, lawsuits, licensing or regulatory investigations, reports of fraud or malfeasance, or criminal investigations regarding its operations. Contractor agrees to work cooperatively with County in response to any investigation commenced by County with regard to this Contract or the clients served herein, including providing any/all records requested by County related thereto.
 - C. Contractor shall employ reasonable background check procedures on all employees, prospective employees, volunteers and consultants performing work involving direct contact with minor children or dependent adults under this Contract, including

fingerprinting and criminal records checks, sexual offender registry checks, and reference checks, including both personal and professional references.

29. **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
Address: 950 Maidu Ave.
City, St, Zip Nevada City, CA 95959
Attn: IGS Admin
Email: IGSAdmin@nevadacountyca.gov
Phone: (530) 265-1705

CONTRACTOR:

Sierra Streams Institute
Address: 117 New Mohawk Road Ste. H
City, St, Zip Nevada City, CA 95959
Attn: Jeff Lauder
Email: jeff@sierrastreamsinstitute.org
Phone: 530-470-6037

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.

Executed as of the day first above stated:

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

IN WITNESS WHEREOF, the parties have executed this Contract effective on the Beginning Date, above.

COUNTY OF NEVADA:

By: _____ Date: _____

Printed Name/Title: Craig Griesbach, Director of Emergency Services

Approved as to Form – County Counsel:

By: _____ Date: _____

CONTRACTOR: Sierra Streams Institute

By: _____ Date: _____

Name: Jeff Lauder

* Title: Executive Director

****If Contractor is a corporation, this Contract 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

Exhibit A: Scope of Work, Site Map
Exhibit B: Schedule of Charges and Payments
Exhibit C: Project Budget
Exhibit D: Contractor NTE Rates
Exhibit E: Insurance Requirements
Exhibit F: Additional Terms & Conditions

Appendices

Appendix A - Advance Payment Request and Accountability Report
Appendix B - WCB Disbursement Request Template
Appendix C – WCB Final Cost Share Template

EXHIBIT A - SCOPE OF WORK

Project Summary

The Sierra Foothill Forest Climate Resilience Project (SFFCRP) will improve forest health and reduce catastrophic wildfire risk using climate-smart management practices across multiple private and Federal parcels in Nevada City, California. The project area consists of a Firewise Community, BLM land, and three Outdoor Schools: Shady Creek, Nevada City School of the Arts (NCSA), and Camp Woolman. These parcels are all located within a very high wildfire severity zone in the Sierra Nevada Foothills (CAL FIRE, 2022). This project is unique in its extensive incorporation of data for treatment strategy development and through inclusion of educational outreach in the form of prescribed burn training, offering tours of treated sites, and student vegetation research plots. This project (WCB Grant Agreement #WC-2340KM) is in fulfillment of a WCB-funded planning phase grant (#2020121).

The Project as detailed in this Scope of Work (SOW) will consist of five tasks: (1) Project Management; (2) Contract Work; (3) Education; (4) Monitoring; and (5) Management of Grant Deliverables to be completed by the Sierra Streams Institute (Contractor) under the oversight of County of Nevada.

Prior to execution of the SOW this contract will be reviewed by staff of County of Nevada as applicable and reviewed by staff of Sierra Streams Institute (Contractor).

Task 1: Project Management

This task consists of activities required to facilitate the implementation work. The Forest Ecologist will write the Scope of Work, select and oversee contractors, flag units with a technician, produce CEQA exemption materials for approval by CAL FIRE, and consult an RPF and Wildlife Biologist as needed. Landowner outreach will occur to obtain CEQA exemption signatures and to schedule site visits for flagging, consultation regarding treatments, and implementation work.

Date of Completion: 12/31/2025

Task 1 Deliverables: SOW(s) for contractors, CEQA exemption materials; Quarterly Progress Reports; Annual Progress Reports; Final Report.

Task 2: Contract Work

This task covers the expenses of the contract work itself. This includes the payment for crews, operators, and equipment needed to complete the hand thinning, felling, mastication, piling/chipping, invasive species removal, prescribed burning, and

planting/seeding in the project area. As the implementation lead for this Project, it is the responsibility of Sierra Streams Institute to ensure that all activities are in compliance with State laws and regulations as applicable and as outlined in Grant Agreement Number WC-2340KM. Refer to Exhibit F Additional Terms and Conditions.

Date of Completion: 12/31/2025

Task 2 Deliverables: Executed subcontracts; 144.5 acres of mastication; 214.25 acres of hand thinning/chipping; plant 30 acres; seed 33 acres; 28 acres of Scotch Broom mastication; 160 acres of herbicide application.

Task 3: Education.

Sierra Streams Institute will host a public project share-out and facilitate a public tour after treatments occur. Demonstrations of prescribed burning with opportunity to participate will take place in collaboration with Yuba Bear Burn Cooperative, our local Prescribed Burn Association chapter. In addition, Sierra Streams Institute's *Our Forests Education Program* will work with Nevada City School of the Arts students to design Scotch broom removal research plots on school grounds to learn about invasive species and land stewardship. Private landowner education will continue during site visits, and promotion of the *Sierra Streams Institute Jones Bar Area Forestry Toolkit* developed from Phase 1. The Office of Emergency Services will be offered the opportunity to attend outreach events as a project partner.

Date of Completion: 12/31/2025

Task 3 Deliverables: Maps and photos of research plots (minimum 1 before and 1 after photo of each research plot); agendas, photos, and summaries of tours and prescribed burn participation (minimum of 1 agenda and summary each for tour and prescribed burn), with total number of participants in Final Report.

Task 4: Monitoring.

No fewer than 12 monitoring points will exist within the project area for documentation and evaluation of work quality.

Date of completion: 12/31/2025

Task 4 Deliverables: Map of monitoring locations; photo points at the same location before and after the work (minimum of 24 photos) in Final Report.

Task 5: Management of Grant Deliverables and Reporting.

Sierra Streams Institute is responsible for ensuring that grant deliverables delineated above and repeated below are completed on-time and on budget. The Contractor is required to report out on project progress as follows:

5.1 Monthly Progress Meetings

Contractor and County shall meet monthly to review progress on milestones. Reporting at the monthly meetings shall include:

- A. Submitting monthly progress updates.
- B. Detailing any issues affecting the project completion date in the Notes. Any proposed changes to timeline and/or scope will be mutually agreed upon and documented in writing.
- C. Stating the amount of funding expected to be drawn down during Advance.

5.2 Quarterly Progress Reports

Progress Reports shall be submitted by the 15th day of the month following the end of the Quarter.

5.3 Documentation of Match

Sierra Streams Institute has proposed to provide \$23,654 in cost-share to this project via student labor, and the Yuba Bear Burn Cooperative. Match shall be documented, and documentation of match shall be provided to the County of Nevada with invoices as it is accrued throughout the life of the project. Sweat equity through volunteer work shall be valued at the estimated [hourly national rate](#), which is currently \$31.80 according to the Independent Sector.

5.4 Advance Requests and Advance Accountability Reports

Sierra Streams Institute shall submit to the County of Nevada Advance Requests and Advance Accountability Reports using the provided forms. Refer to Appendix A.

Advance Requests shall be accompanied by an invoice for an amount not to exceed 25% of the contracted amount or \$250,000 (whichever is less) for any individual Advance.

Upon expenditure of the Advance, Sierra Streams Institute shall submit an Advance Accountability Report consisting of (1) a completed WCB Disbursement Request Template (refer to Appendix B) itemized using the same categories included in the

WC-2340KM grant budget, (2) all applicable back-up documentation associated with the WCB Disbursement Request identified by Task, including receipts for all materials and supplies, all staff-time shown by number of hours worked and hourly rate, timecard records (with date of activity, description of activity, number of hours, task, job title, and project identifier), and all contractor or subcontractor services, and (3) a written description of the work completed under the disbursement request by Task, with photos, not to exceed two pages. The next Advance Request may be submitted concurrently with the Advance Accountability Report, however, future Advance requests will not be processed for payment until the prior Advance Accountability Report has been review and approved by County of Nevada.

County of Nevada will review submitted Advance Accountability Reports within seven business days of receipt. Should errors be found in excess of five errors, County of Nevada will halt review and return the report to Sierra Streams Institute to revise. Future Advances are payable within 30 days of an approved Advance Accountability Report.

5.5 Final Report and Final Invoice

Within 30 days of Project Completion or Contract expiration (whichever is sooner) the Contractor shall submit a Final Report and Final Advance Accountability Report to the County using the process and procedures described under Section 5.4. In addition, Sierra Streams Institute shall provide a WCB Final Cost Share Template (refer to Appendix C).

5.6 Summary of Project Deliverables

Sierra Streams Institute shall provide the following deliverables to County of Nevada for conveyance to the funder:

Task 1 Deliverables: SOW(s) for contractors, CEQA exemption materials; Quarterly Progress Reports; Annual Progress Reports; Final Report.

Task 2 Deliverables: Executed subcontracts; 144.5 acres of mastication; 214.25 acres of hand thinning/chipping; plant 30 acres; seed 33 acres; 28 acres of Scotch Broom mastication; 160 acres of herbicide application.

Task 3 Deliverables: Maps and photos of research plots (minimum 1 before and 1 after photo of each research plot); agendas, photos, and summaries of tours and prescribed burn participation (minimum of 1 agenda and summary each for tour and prescribed burn), with total number of participants in Final Report.

Task 4 Deliverables: Map of monitoring locations; photo points at the same location before and after the work (minimum of 24 photos) in Final Report.

Task 5 Deliverables: In addition to deliverables associated with Tasks 1-4, Task 5 Deliverables include the following Monthly Progress Updates; Advance Requests; Advance Accountability Reports; WCB Final Cost Share Template.

Additional Considerations

The Parties understand and agree that Sierra Streams Institute (Contractor) may subcontract out for the fuels reduction services required by Contractor to be performed under this Agreement. Nothing contained in this Agreement or otherwise shall create any contractual relationship between County of Nevada and any of Contractor's subcontractors nor relieve Contractor of its responsibilities and obligations hereunder. The Contractor's obligation to pay its subcontractors, as an independent obligation form the County's obligation to make payments to Contractor. As a result, the County shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor. Contractor shall cause and require each subcontractor to comply with all insurance provisions applicable to Contractor under this Agreement. Additionally, Contractor shall require any and all subcontractors hired by Contractor to comply with all terms, conditions, and requirements applicable to Contractor set forth in this Agreement.

Further, the Parties understand and agree that Contractor, and any subcontractors Contractor hires to complete services required of Contractor under this Agreement, shall be responsible for ensuring full compliance with all Cal-OSHA regulations and requirements applicable to the services required herein, including but not limited to heat illness prevention plan, site-specific safety plans, and holding "tailgate" safety meetings.

EXHIBIT A - DETAILED PROJECT SPECIFICATIONS

General Instructions

Prior to beginning this project, the Contractor will meet with County of Nevada OES to discuss project implementation, special protection measures and any potential operational constraints regarding the conduct of this contract that may impact project completion, including but not limited to, planned start date, special protection measures, operational constraints, operating schedule and order of project completion. All of the above identified operational conditions and criteria shall be documented in a written *Plan of Operation* which shall be provided to County for review and comment prior to the commencement of fuels reduction services and be kept in the Contractor's

possession during project implementation. The *Plan of Operation* shall include a pacing plan for meeting project deliverables, with key milestones identified. The *Plan of Operation* will be reviewed at Monthly Progress Meetings.

A pre-designated foreperson will be required to be on site at all times while the crew is working. The foreperson shall be responsible for crew safety and shall ensure at all times full compliance with applicable Cal-OSHA standards, rules, and regulations, including but not limited to a heat illness prevention plan, site-specific safety plans, and holding “tailgate” safety meetings. Additionally, the foreperson must be available to address landowner concerns or questions as they pertain to site work.

Contractor will schedule traffic control crews and secure required permits. The Contractor will ensure that toilet and garbage disposal facilities are available for crews and that they are used. The Contractor will take steps to prevent any unnecessary damage to adjacent timber, soil or water.

The Contractor will be responsible to preserve survey markers and will replace damaged markers at their own expense using surveyors acceptable to the landowner. The Contractor will also be responsible for any private property damaged during the project.

Inspection and Acceptance

The County of Nevada reserves the right to inspect the project area by request to ensure the Project is meeting requirements, within sixty days (60) and five (5) days of being notified by Contractor of the scheduled completion of the fuels reduction services required herein. The funder, Wildlife Conservation Board also reserves the right to inspect the project area. If either the County or funder inspection concludes that the fuels reduction does not comply with the Scope of Work herein, County, funder, and Contractor will meet to review the identified deficiencies and work in good faith to develop a mutually agreed upon remediation plan, as needed, to ensure Contractor's compliance with the required services within a period of not less than thirty (30) days, at which time the County and/or funder will re-inspect the identified deficiencies to verify satisfactory compliance. Deficiencies shall be remedied by the Contractor at no additional cost.

EXHIBIT A - SITE MAP

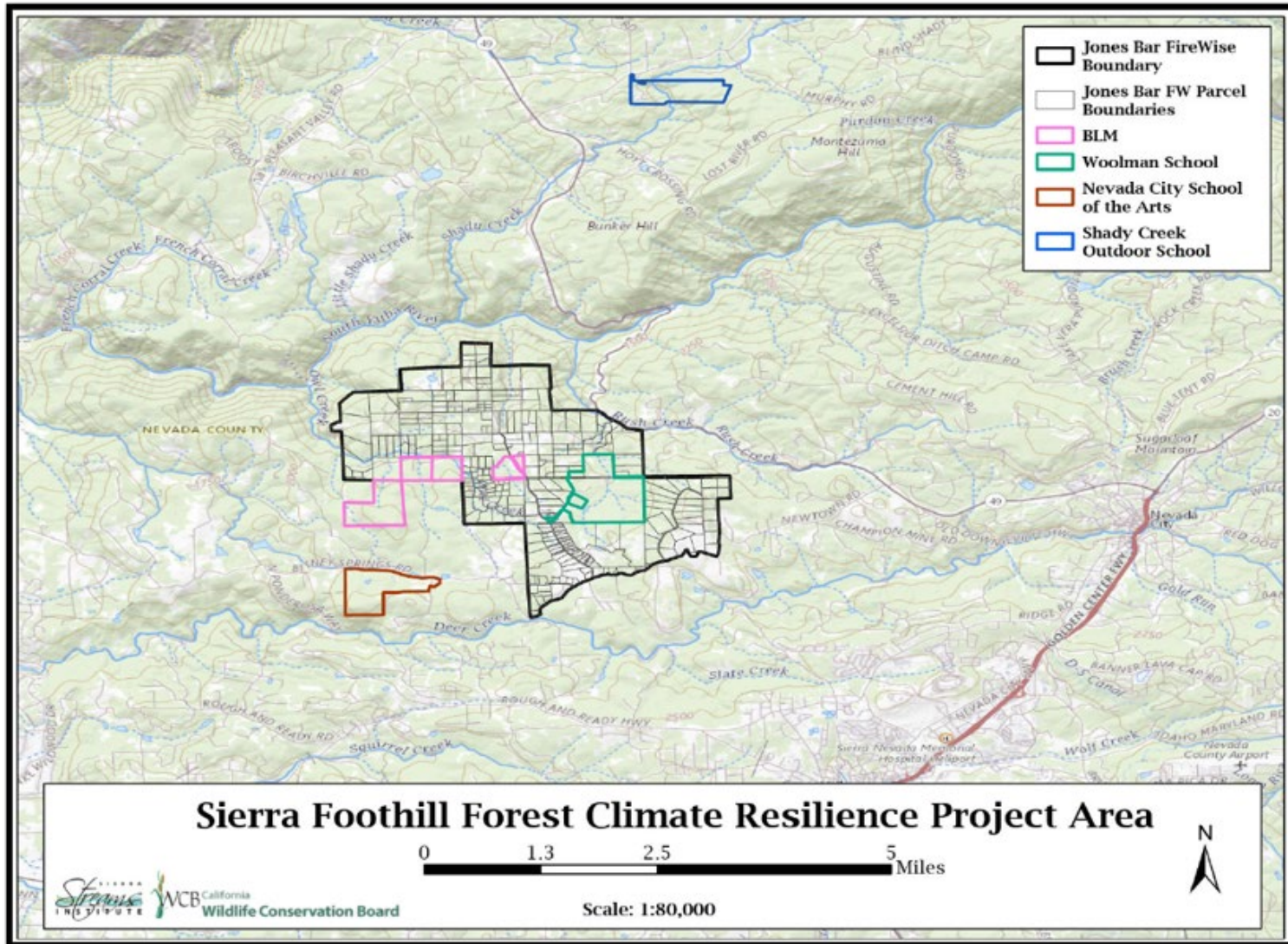


EXHIBIT B - SCHEDULE OF CHARGES AND PAYMENTS

Maximum Limit & Fee Schedule

Contractor's compensation shall be paid at the schedule shown below. Reimbursement for any expenses not delineated in the approved project budget for Grant Agreement # WC-2340KM are not authorized. All expenses of Contractor, including any expert or professional assistance retained by Contractor to complete the work performed under this contract shall be borne by the Contractor.

The total of all payments made under this Contract shall not exceed the amount shown in Section 2 of this contract (\$2,099,587)

Advance Requests and Advance Accountability Reports

Advance payment made by the County shall be subject to the following provisions:

1. Sierra Streams Institute shall submit to the County of Nevada Advance Requests and Advance Accountability Reports using the provided forms. Refer to Appendix A.
2. Advance Requests shall be accompanied by an invoice for an amount not to exceed 25% of the contracted amount or \$250,000 (whichever is less) for any individual Advance.
3. Sierra Streams Institute shall submit an Advance Accountability Report on a Quarterly basis consisting of (1) a completed WCB Disbursement Request Template itemized using the same categories included in the WC-2340KM grant budget, (2) all applicable back-up documentation associated with the WCB Disbursement Request identified by Task, including receipts for all materials and supplies, all staff-time shown by number of hours worked and hourly rate, timesheets, and all contractor or subcontractor services, and (3) a written description of the work completed under the disbursement request by Task, with photos, not to exceed two pages.
4. Upon full expenditure of an Advance, Sierra Streams Institute shall submit a Full Advance Accountability Report Accounting for all funds expended under the Advance.
5. The next Advance Request may be submitted concurrently with the Full Advance Accountability Report; however, future Advance requests will not be processed for payment until the prior Full Advance Accountability Report has been review and approved by County of Nevada.

6. County of Nevada will review submitted Advance Accountability Reports within seven business days of receipt. Should errors be found in excess of five errors, County of Nevada will halt review and return the report to Sierra Streams Institute to revise.
7. Future Advances are payable within 30 days of an approved Full Advance Accountability Report.

Any advance payment received by the Contractor and not used for project eligible costs shall be returned to the County. Any outstanding advances utilized on ineligible costs will be reduced from final payment

Advance Schedule

Contractor shall submit Quarterly Advance Accountability Reports to the County of Nevada by the 20th of each month following the end of the quarter; Full Advance Accountability Reports may be submitted at any time after the funds associated with a given Advance have been fully expended.

2024	2025	2026	2027
January 20, 2024	January 20, 2025	January 20, 2026	January 20, 2027
April 20, 2024	April 20, 2025	April 20, 2026	April 20, 2027
July 20, 2024	July 20, 2025	July 20, 2026	July 20, 2027
October 20, 2024	October 20, 2024	October 20, 2026	October 20, 2027

Advance Accountability Back-Up Documentation Requirements

1. Receipts and/or invoices for supplies, venue rentals, etc. are required.
2. Itemized invoices for any sub-contractors are required.
3. Itemized invoices for equipment contracts are required.
4. For personnel and benefits costs incurred by Sierra Streams Institute back-up documentation should include staff member, hourly rate, and corresponding Task referenced in the Scope of Work (Exhibit A).
5. For personnel and benefits costs incurred by Sierra Streams Institute back-up documentation should include timecard reports.

6. The word "invoice" shall appear at the top of the page for all back-up documentation.
7. Invoices shall include contractor Information including name and address.
8. Invoices shall include date of submission and a unique invoice number.
9. The WCB Agreement number WC-2340KM should be included on all invoices.
10. Invoices shall denote the Task(s) referenced in the Scope of Work (Exhibit A) under which the expenditure was incurred.
11. Invoices shall include dates or time period during which the invoiced costs were incurred; where applicable invoices should include expenditures for the current invoice and cumulative expenditures to date by major budget category (e.g., salaries, benefits, supplies, etc.).
12. Summary of matching and/or in-kind funds during the invoice period is required.

Required Reporting

Each invoice submission shall be accompanied by the corresponding quarterly report(s). In addition, a written description of the work completed under the disbursement request by Task, with photos, not to exceed two pages is required.

Payment will be withheld if reporting requirements are not met and/or sufficient back-up documentation is not submitted with Advance Accountability Reports. Payment will resume upon approved submissions.

Contractor shall provide a copy of its audited financial statement and most recent IRS 990 form to County by December 31st each year.

Submit all invoices to:

Nevada County: Office of Emergency Services
Address: 950 Maidu Ave
City, St, Zip Nevada City, CA 95959
Attn: IGS Admin
Email: alex.keeble-toll@nevadacountyca.gov and
IGSAdmin@nevadacountyca.gov
Phone: (530) 470-2521

Payment Schedule

The County will make payment within thirty (30) days of receipt of an approved Advance Accountability Report.

Unless otherwise agreed to by County, all payments owed by County to Contractor under this Contract shall be made by Automated Clearing House (ACH). In the event County is unable to release payment by ACH the Contractor agrees to accept payment by County warrant.

EXHIBIT C PROJECT BUDGET

Budget Summary

Project Task	WCB	Local Sources*	Total
Project Management	\$232,869	-	\$232,869
Contract Work	\$1,490,495	\$23,654	\$1,514,149
Education/Outreach	\$93,500	-	\$93,500
Monitoring	\$77,226	-	\$77,226
Indirect Costs	\$284,100	-	\$284,100
Contingency	\$217,810	-	\$217,810
TOTAL	\$2,396,000	\$23,654	\$2,419,654

*Local Cost Share: Yuba Bear Burn Cooperative Nevada County, and student volunteers.

Budget Detail

Sierra Foothill Forest Climate Resilience Project			
A. PERSONNEL SERVICES (Ensure that all personnel are described in the Project Application)			
Project Role	Hours	Rate	Amount Requested From WCB
Senior Analyst	141	\$46.45	\$ 6,549.45
Community Wildfire Coordinator	25	\$39.09	\$ 977.25
Subtotal Personnel Services			\$ 7,526.70
Staff Benefits		64%	\$ 4,786.98
SUBTOTAL A : PERSONNEL SERVICES			\$ 12,314
B. OPERATING EXPENSES: GENERAL			
			\$ -
SUBTOTAL B: OPERATING EXPENSES: GENERAL			\$ -
C. OPERATING EXPENSES: SUBCONTRACTORS (Ensure all subcontractor tasks are described in Project Proposal)			
Contractor - Prescribed burning			\$ 56,400
Contractor - Mastication			\$ 410,600
Contractor - Hand thin & chipping			\$ 900,624
Contractor - Planting/seeding			\$ 11,880
Contractor- Scotch Broom mastication			\$ 25,200
Contractor- Herbicide application			\$ 56,000
Contractor - RPF			\$ 24,000.00
Contractor - Wildlife Biologist			\$ 5,700.00
Contractor - Sierra Streams Institute			\$ 391,281
SUBTOTAL C: OPERATING EXPENSES: SUBCONTRACTORS			\$ 1,881,685
D. INDIRECT CHARGES (Maximum Indirect Rate - 15%)			
		Indirect Rate* (≤ 15%)	
Indirect Charges = (Subtotal A+B+C) * (Indirect Rate)		15.00%	
SUBTOTAL D: INDIRECT CHARGES			\$ 284,100
E. CONTINGENCY (10%)			
		Contingency Rate** (10%)	
Contingency = (Subtotal D) * (Contingency Rate)		10.00%	
SUBTOTAL E: CONTINGENCY			\$ 217,810
GRAND TOTAL (A + B + C + D + E)			\$ 2,396,000

**EXHIBIT D - CONTRACTOR / RENTAL – “NOT TO EXCEED” RATES
WC-2340KM – Project Implementation “Cap” Rates**

Description	Cost	Detail
<i>Contractor - Prescribed burning</i>	\$56,400	Cost varies from \$0 - \$3800 per acre, depending on volunteer availability
<i>Contractor - Mastication</i>	\$410,600	144.5 acres of mastication at \$2,800-\$3,000 per acre
<i>Contractor - Hand thin & chipping</i>	\$900,624	214.25 acres of hand thinning/chipping at \$4,000 - \$4532 per acre
<i>Contractor - Planting/seeding</i>	\$11,880	Planting 30 acres at \$150-210 per acre, plus seeding 33 acres at \$180 per acre
<i>Contractor- Scotch Broom mastication</i>	\$25,200	28 acres of Scotch broom mastication at \$900 per acre
<i>Contractor- Herbicide application</i>	\$56,000	160 acres of herbicide application at \$350 per acre
<i>Contractor - Registered Professional Forester</i>	\$24,000.00	General consult, oversight at \$150 per hour
<i>Contractor - Wildlife Biologist</i>	\$5,700	Consult, total cost

EXHIBIT E - INSURANCE REQUIREMENTS

Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. Coverage shall be at least as broad as:

- (i) **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- (ii) **Automobile Liability** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage. The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance MCS-90, covering materials to be transported by Contractor pursuant to the contract.
- (iii) **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
- (iv) If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- (i) **Additional Insured Status: The County, its officers, employees, agents, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of the work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 25, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used.)
- (ii) **Primary Coverage** For any claims related to this contract, the **Contractor’s insurance shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, employees, agents, and volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.

- (iii) **Notice of Cancellation** This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Nevada.
- (iv) **Waiver of Subrogation** Contractor hereby grants to County a waiver of any right to subrogation which any insurer or said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- (v) **Sole Proprietors** If Contractor is a Sole Proprietor and has no employees, they are not required to have Workers Compensation coverage. Contractor shall sign a statement attesting to this condition, and shall agree they have no rights, entitlements or claim against County for any type of employment benefits or workers' compensation or other programs afforded to County employees.
- (vi) **Deductible and Self-Insured Retentions** Deductible and Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention. The Policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.
- (vii) **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.
- (viii) **Claims Made Policies** if any of the required policies provide coverage on a claims-made basis:
 - a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - c. If the coverage is canceled or non-renewed, and not replaced with another **claims-made policy form with a Retroactive Date**, prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of contract work.
- (ix) **Verification of Coverage** Contractor shall furnish the County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain and provide verification of the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- (x) **Subcontractors** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.

- (xi) **Special Risks or Circumstances** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- (xii) **Conformity of Coverages** If more than one policy is used to meet the required coverages, such as an umbrella policy or excess policy, such policies shall be following form with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of polices be different.
- (xiii) **Premium Payments** The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.
- (xiv) **Material Breach** Failure of the Contractor to maintain the insurance required by this Contract, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Contract.
- (xv) **Certificate Holder** The Certificate Holder on insurance certificates and related documents should read as follows:

County of Nevada
950 Maidu Ave.
Nevada City, CA 95959

Upon initial award of a contract to your firm, you may be instructed to send the actual documents to a County contact person for preliminary compliance review.

Certificates which amend or alter the coverage during the term of the contract, including updated certificates due to policy renewal, should be sent directly to Contract Administrator.

EXHIBIT F - ADDITIONAL TERMS AND CONDITIONS

In addition to the terms and conditions of this Agreement, the terms and conditions contained in the documents set forth below, associated with Grant Agreement Number WC-2340KM are hereby incorporated and made part of this agreement.



GAVIN NEWSOM, Governor
NATURAL RESOURCES AGENCY
DEPARTMENT OF FISH AND WILDLIFE
WILDLIFE CONSERVATION BOARD
Mailing Address: P.O. Box 944209
Sacramento, California 94244-2090
www.wcb.ca.gov
(916) 445-8448

Date: 8/10/2023

Craig Griesbach
Director
Nevada County Office of Emergency Services
craig.griesbach@nevadacountyca.gov

SIERRA FOOTHILL FOREST CLIMATE RESILIENCE
NEVADA COUNTY
GRANT AGREEMENT NO. WC-2340KM
PROJECT ID: 2023029

Dear Craig Griesbach:

Enclosed is a copy of a Grant Agreement for the above referenced project, which is tentatively scheduled for consideration at the August 24, 2023 meeting of the Wildlife Conservation Board. In order to maintain a place on the August agenda, the agreement must be signed on behalf of the grantee with a DocuSign electronic signature by August 18, 2023.

Once approved, we will send you a fully executed copy for your records. Please do not incur any costs toward this project until you have received a fully executed agreement and Notice to Proceed.

Thank you for your interest in working with the Wildlife Conservation Board. If you have any questions, please contact Kurt Malchow at kurt.malchow@wildlife.ca.gov or (916) 926-2792.

Sincerely,

DocuSigned by:
A handwritten signature in black ink that reads 'Scott McFarlin'.
12465785E47E441...
Scott McFarlin, Supervisor
Restoration and Development

Enclosure(s)

ec: Morgan Kilgour, Acting Regional Manager
CDFW North Central Region (2)

CALIFORNIA WILDLIFE CONSERVATION BOARD

GRANT AGREEMENT

Between

STATE OF CALIFORNIA, WILDLIFE CONSERVATION BOARD

and

NEVADA COUNTY OFFICE OF EMERGENCY SERVICES

for

SIERRA FOOTHILL FOREST CLIMATE RESILIENCE

NEVADA COUNTY, CALIFORNIA

WC-2340KM

**State of California
Natural Resources Agency
Department of Fish and Wildlife
Wildlife Conservation Board**

Sierra Foothill Forest Climate Resilience
Grant Agreement Number WC-2340KM
Project ID: 2023029

GRANTEE: Nevada County Office of Emergency Services
950 Maidu Avenue, Nevada City, CA 95959
Attn.: Alex Keeble-Toll
Phone: (530) 470-2521
E-mail: Alex.KeebleToll@NevadaCountyCA.gov

GRANTOR: Wildlife Conservation Board
P.O. Box 944209
Sacramento, California 94244-2090
Attn.: Kurt Malchow, State Representative
Phone: (916) 926-2792
E-mail: kurt.malchow@wildlife.ca.gov

Grant Agreement No.: WC-2340KM

Board Approval Date: August 24, 2023

Projected Completion Date: March 31, 2027

Terms of Agreement:

Capital Improvements: Notice to Proceed Date (10/3/2023) through March 31, 2027

Management: Completion of Capital Improvements to August 24, 2038

Project Life: Fifteen years

Project ID: 2023029

Grant Amount: \$2,396,000

Fund Source: General Fund

1. SCOPE OF AGREEMENT

Pursuant to the Wildlife Conservation Law of 1947, Chapter 4.0 of Division 2, (commencing with Section 1300) of the California Fish and Game Code; the General Fund, Budget Act of 2023, Nature Based Solutions, Cascades and High Sierra Upper Watersheds Program Provision (AB102, Sec. 85(3)(c)); and the approval granted by the Wildlife Conservation Board on August 24, 2023, the Wildlife Conservation Board (Grantor) hereby grants to the Nevada County Office of Emergency Services (Grantee), a sum not to exceed two million three hundred ninety six thousand dollars (\$2,396,000) (Grant Funds), upon and subject to the terms and conditions of this Grant Agreement (Agreement).

2. PURPOSES OF GRANT

Grantor is entering into this Agreement, and the Grant Funds shall be used, only for the purpose of assisting Grantee with the project generally described as: improve forest health and reduce catastrophic wildfire risk using climate-smart management practices on multiple private and Federal parcels (Project) on approximately 625 acres of Federal and privately-owned lands commonly known as Sierra foothills forests, located in Nevada County, California (Properties). The Properties are generally shown on the attached Exhibit A - LOCATION MAP. The Properties are Federal parcels as well as under multiple private ownerships.

3. CONDITIONS OF GRANT

Grantor's obligation to disburse Grant Funds under this Agreement is conditioned upon and subject to the satisfactory completion of all of the following conditions:

- 3.1 Grantor shall have reviewed and approved all documents pertaining to the Project, including, without limitation, feasibility and planning studies, designs, plans, budgets, cost estimates, timelines, and agreements. Such review and approval by Grantor will be for compliance with this Agreement as well as funding and other requirements applicable to Grantor and shall not be unreasonably withheld.
- 3.2 Grantor shall have reviewed and approved a certified resolution or other appropriate action of the governing board or governing body of Grantee, authorizing the execution and performance of this Agreement and the carrying out of the Project by Grantee.
- 3.3 Grantee shall have disclosed all funding sources for the Project, including all amounts applied for or obtained from sources other than Grantor. These amounts shall be reflected in the attached Exhibit B – BUDGET (Budget) by Budget category. As between Grantor and Grantee, Grantee shall be responsible for any and all Project costs that exceed the amount of the Grant Funds provided under this Agreement.
- 3.4 The grant proposal shall have been approved by the Wildlife Conservation Board at a public meeting, this Agreement shall have been fully executed by Grantor and Grantee, and Grantee shall have received a written "Notice to Proceed" from Grantor. The approval of the grant proposal by the Wildlife Conservation Board, if such approval is given, shall not constitute authorization for the commencement of the Project or expenditure of Grant Funds. No expenditure made or activity initiated prior to Grantee's

receipt of a written Notice to Proceed from Grantor will be eligible for reimbursement by Grantor.

4. DISBURSEMENTS

- 4.1 Upon satisfaction of all of the Conditions of Grant set forth in Section 3, above, and so long as Grantee is not in breach or default under this Agreement, Grantor agrees to disburse the Grant Funds to Grantee, in arrears, in installments as set forth in this Section 4. Disbursements shall be made not more frequently than monthly and disbursements of less than \$5,000 should be made not more frequently than quarterly. All disbursements shall be subject to the availability of funds for purposes of the Project as provided in Section 4.8.
- 4.2 Grantee shall request disbursement of Grant Funds by submitting a disbursement request to Grantor for approved budgeted work performed on the Project in accordance with Section 4.3. Disbursement shall be contingent upon approval of the disbursement request by Grantor.
- 4.3 The disbursement request must be submitted on Grantee's letterhead, signed by an authorized representative of Grantee, and include a written description of the work completed during the period of the disbursement request. Requests for disbursement must be itemized using the same categories included in the attached Budget. A [Disbursement Request Template](#) provides the format to use for submitting disbursement requests to Grantor. Each disbursement request shall contain supporting or back-up documentation for all amounts shown on the request, including receipts for all materials and supplies, all Grantee staff time shown by number of hours worked and hourly rate, and all contractor or sub-contractor services.
- 4.4 Grantor may withhold ten percent (10%) of the total approved amount from each disbursement (Retained Grant Funds) until Grantor has approved the completion of the Project, the final report required by Section 6.4, and the final request for disbursement.
- 4.5 Upon completion of Project activities, Grantee may request disbursement of the Retained Grant Funds. Grantee shall submit this request no later than thirty (30) days after the Projected Completion Date (as defined in Section 6.1).
- 4.6 Please submit disbursement requests electronically to WCB at WCB Clerical@wildlife.ca.gov and WCB Project Manager Kurt Malchow (kurt.malchow@wildlife.ca.gov) with "Project ID 2023029 Invoice No. ____" in the subject line.
- 4.7 Grantee shall reimburse Grantor for any erroneous disbursement of Grant Funds under this Agreement. Reimbursement shall occur within 30 days of written demand by Grantor. Interest shall accrue at the highest rate allowed by law from the time that reimbursement becomes due and owing until received by Grantor.
- 4.8 Grantor shall not be obligated to disburse any remaining unpaid portion of the Grant Funds unless and until sufficient funds identified for allocation to the Project (as further

specified in the Funding Certification attached to this Agreement) are released by the State Treasurer's Office to Grantor for expenditure for this grant. No request for disbursement submitted prior to the release of such funds to Grantor shall be effective.

- 4.9 With the final invoice, Grantee shall provide a completed [Final Cost Share Accounting Form](#) when work is completed. The completed Final Cost Share Accounting Form shall identify and delineate all cost share funds expended and in-kind services provided during the Grant term before Project completion and will be consistent with Exhibit B – BUDGET.

5. BUDGET AND INDIRECT COSTS

- 5.1 The attached Budget is an estimate of the Grantee's anticipated costs for the Project and discloses all funding sources for the Project, including all amounts applied for or obtained from sources other than Grantor. Should the Budget not disclose all funding sources for the Project, Grantor may refer this grant to the Department of Finance for a Project audit. Grantee may seek additional funding from sources other than Grantor, with Grantor's approval, to cover cost increases or to reduce Grantor's cost share. Should Grantee obtain additional funds from sources other than Grantor, Grantee shall promptly notify Grantor of the amounts and sources of the additional funding and submit a proposed new budget reflecting any changes to Grantor for its approval.

When actual Project costs indicate that the costs of certain Budget categories payable by Grantor are higher than estimated, and these higher costs are offset by lower costs in other Budget categories payable by Grantor, the Grantee may submit a written request to Grantor to shift funds between such Budget categories. Contingencies shall be used only upon written approval by Grantor. Grantor shall approve or deny a requested Budget revision or use of contingencies in writing within 10 business days of receipt of Grantee's written request.

- 5.2 Indirect cost rates are limited to a maximum of 15 percent of the total direct WCB Grant Funds. Any amount over 15 percent will not be funded but may be used as cost share. If Grantee seeks to recover indirect or administrative costs, this item should be included as a line item in the Budget. Any cost that is billed as a direct cost may not be included in indirect cost rates. Indirect costs include, but are not limited to, the following: workers compensation insurance, utilities, office space rental, phone, and copying which is directly related to completion of the Project.

It is the responsibility of the Grantee to keep documentation for all indirect costs claimed in Exhibit B. For all indirect costs claimed, Grantee must keep backup documents in audit-ready files (these documents are not provided to WCB).

6. GRANTEE'S COVENANTS

In consideration of this Agreement, Grantee hereby covenants and agrees as follows:

- 6.1. Grantee will complete or cause to be completed all Project activities in accordance with Grantee's proposed design and specifications submitted to Grantor, a copy of which is

attached as Exhibit C - WORK PLAN and incorporated herein by this reference, on or before March 31, 2027 (Projected Completion Date). The Project will be considered complete when all Project activities have been completed and Grantor has approved the completion of the Project, the final report required by Section 6.4, and the final request for disbursement.

- 6.2 Grantee is responsible for obtaining all necessary permits and approvals for the Project (including its construction, management, monitoring, operation, use and maintenance), and complying with all federal, state and local statutes, laws, regulations, ordinances, orders and other governmental and quasi-governmental requirements that apply to the Project (including its construction, management, monitoring, operation, use and maintenance).
- 6.3 Grantee shall recognize the cooperative nature of the Project and shall provide credit to the Grantor on signs, demonstrations, promotional materials, advertisements, publications and exhibits prepared or approved by Grantee referencing the Project. Any sign installed on the Property referencing the Project shall be subject to the mutual agreement of Grantor, Grantee and Landowner regarding text, design and location and shall display the logo of Grantor.
- 6.4 Not later than 30 days following the completion of all Project activities Grantee will submit one digital copy of a final report of accomplishments, including pre- and post-Project photographs and a final design or site plan of the Project, to Grantor.
- 6.5 Grantee shall ensure that the Property enhanced with funds provided by Grantor is operated, used and maintained throughout the Project Life consistent with the Purposes of Grant and in accordance with the long-term management plan for the Project attached as Exhibit D – MANAGEMENT PLAN. Grantee may contract with Landowner to manage the Project on behalf of Grantee, however, as between Grantor and Grantee such management will remain the responsibility of Grantee.
- 6.6 The Grantee shall cause the Landowners permit Grantor and their respective members, officers, employees, agents and representatives, to access the Property at least once every twelve months from the date of Grantor's Notice to Proceed through the end of the Project Life for purposes of inspections and/or monitoring. Such access shall be at times reasonably acceptable to the Landowner and the requester following written or verbal request to the Grantee.

7. BREACH AND REMEDIES

- 7.1 In the event of a breach of Grantee's obligations under this Agreement, Grantor shall give notice to Grantee describing the breach. If Grantee does not cure the breach described in the Grantor's notice within 90 days after the date of Grantor's notice (or, if the breach cannot reasonably be cured within 90 days, Grantee does not commence the cure within the 90-day period and diligently pursue it to completion), then Grantee shall be in default of this Agreement.

- 7.2 In the event of a default by Grantee before the Project is complete then, in addition to any and all other remedies available at law or in equity, Grantor may seek specific performance of this Agreement. Grantee agrees that specific performance is an appropriate remedy because the benefits to Grantor from Grantee's completion of the Project in accordance with this Agreement, as described in Section 2 (Purposes of Grant), are unique and damages would not adequately compensate Grantor for the loss of such benefits.
- 7.3 In the event of a default by Grantee, in addition to any and all other remedies available at law or in equity, Grantor may withhold Grant Funds from Grantee or may require reimbursement of Grant Funds that were disbursed in error due to a breach of the Grant terms, including incorrect billing of indirect costs as identified in Section 5.2.
- 7.4 In the event of a default by Grantee, in addition to any and all other remedies available under this Agreement, at law or in equity, Grantor may require Grantee to reimburse the Grant Funds to Grantor in an amount determined by application of the following Reimbursement Formula:

"Reimbursement Formula"

Formula: Dollar amount of Grant Funds divided by Project Life, times the number of years remaining in the Project Life.

Example: Grantor grants \$50,000 to Grantee for the restoration and enhancement of wetland and riparian habitat, and the Project Life is 25 years. With 10.5 years remaining on the Project Life, the Grantee is in default under the Agreement. The reimbursement amount would be \$21,000, calculated as follows:

$$(\$50,000 \div 25 \text{ years}) \times 10.5 \text{ years} = \$21,000$$

Reimbursement shall be due from Grantee immediately upon written demand by Grantor. Interest shall accrue at the highest rate allowed by law from the time that the reimbursement becomes due until it is actually received by Grantor.

- 7.5 Any costs incurred by Grantor, where Grantor is the prevailing party, in enforcing the terms of this Agreement, including but not limited to costs of suit, attorneys' and experts' fees, at trial and on appeal, and costs of enforcing any judgment, shall be borne by Grantee.
- 7.6 Waiver of any breach or default by Grantee shall not be deemed to be a waiver of any subsequent breach or default, nor shall it constitute a modification of this Agreement.

8. ADDITIONAL TERMS AND CONDITIONS

8.1 Grantee Responsible for Project

While the Grantor undertakes to assist the Grantee with the Project by providing a grant pursuant to this Agreement, the Project itself remains the sole responsibility of the Grantee. Grantor undertakes no responsibilities to the Grantee, the Landowner, or any

third party, other than as expressly set out in this Agreement. The responsibility for implementing the Project is solely that of the Grantee, as is the responsibility for any claim or suit of any nature by any third party related in any way to the Project.

8.2 Contracts

All agreements between Grantee and any third party related to the Project must be in writing and contain language that establishes the right of the auditors of the State of California to examine the records of the third party relative to the goods, services, equipment, materials, supplies or other assistance provided to Grantee for the Project. Grantee shall provide a complete copy of each agreement over \$10,000 to Grantor prior to commencing work.

8.3 Indemnification

To the fullest extent permitted by law, Grantee shall indemnify, protect, and hold harmless the Wildlife Conservation Board and the State of California, and their respective members, officers, agents, employees and representatives, from and against any and all claims, demands, damages, losses, costs (including attorneys' fees), expenses, and liability of any nature (Claims) arising out of or incident to the Project, Grantee's entry upon and use of the Property, and the performance of, or failure to observe or perform, any obligations of the Grantee under this Agreement. The obligations of Grantee under this Section 8.3 include, without limitation, Claims resulting from the generation, use, storage, disposal, release or threatened release of any hazardous or toxic substance, material or waste; petroleum or petroleum products and other substances that present a threat to human health or the environment.

8.4 Amendment; Severability

This Agreement may be modified only by a written amendment signed by Grantor and Grantee. No oral or written understanding or agreement not incorporated in this document shall be binding on the parties.

If any provision of this Agreement or the application thereof to any person or circumstance is held to be invalid or unenforceable, that shall not affect any other provision of this Agreement or applications of the Agreement that can be given effect without the invalid provision or application. To this end the provisions of this Agreement are severable.

8.5 Independent Capacity of Grantee; Withholding and Payments

Grantee, its members, officers, directors, employees, agents, and representatives, is each acting in an independent capacity in entering into and carrying out this Agreement, and not as a partner, member, officer, agent, employee, or representative of Grantor. Grantee is responsible for withholding and paying employment taxes, insurance and deductions of any kind required by federal, state, or local laws.

8.6 No Assignment or Transfer

This Agreement is not assignable or transferable by Grantee, either in whole or in part, without the prior written consent of Grantor which Grantor may grant or withhold in Grantor's discretion.

8.7 Accounting/Records/Audits

Grantee shall maintain complete and accurate records of its actual Project costs, in accordance with generally accepted accounting principles and practices, and shall retain said records for at least three years after final disbursement by Grantor. During such time, Grantee shall make said records available (or cause them to be made available) to the State of California for inspection and audit purposes during normal business hours. Expenditures not documented, and expenditures not allowed under this Agreement or otherwise authorized in writing by Grantor shall be borne by Grantee. The audit shall be confined to those matters connected with this Agreement, including but not limited to administration and overhead costs.

8.8 Use of Grant Funds to Secure Additional Funding

Grantee agrees that the funding provided under this Agreement shall not be used as cost share for other grants, or to secure loans or other monetary awards without written approval from the Executive Director, Wildlife Conservation Board. Such approval shall not be unreasonably withheld as long as the purposes for which the grant was awarded are maintained.

8.9 Termination or Suspension of Agreement

At any time before Grantee has broken ground on the Project Grantor may terminate this Agreement for any reason by providing Grantee not less than 30 days written notice of termination. In addition, Grantor may suspend this Agreement at any time upon written notice to Grantee. In either case, Grantee shall immediately stop work under this Agreement and take all reasonable measures to prevent further costs to Grantor. The Grantor shall be responsible for reasonable and non-refundable obligations or expenses incurred by the Grantee under this Agreement prior to the date of the notice to terminate or suspend, but only up to the undisbursed balance of funding authorized in this Agreement. Any notice suspending work under this Agreement shall remain in effect until Grantor authorizes work to resume by giving further written notice to Grantee.

8.10 Resolution of Disputes

The State Project Representative is identified on Page 1 of this Agreement. The State Project Representative has initial jurisdiction over each controversy arising under or in connection with the interpretation or performance of this Agreement or disbursement of Grant Funds. The Grantee will diligently pursue with the State Project Representative a mutually agreeable settlement of any such controversy.

If the controversy cannot be resolved between Grantee and the State Project Representative, the Grantee must direct the grievance together with any evidence, in writing, to the Executive Director of the Wildlife Conservation Board. The grievance must state the issues in the dispute, the legal authority or other basis for the Grantee's position and the relief sought.

The Executive Director or designee shall meet with a representative of the Grantee to review the issues. A written decision signed by the Executive Director or designee shall

be returned to the Grantee within twenty (20) working days of the conclusion of this meeting.

8.11 Drug-Free Workplace Certification

By signing this Agreement, Grantee hereby certifies under penalty of perjury under the laws of the State of California that Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- 8.11.1 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).
- 8.11.2 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.
- 8.11.3 Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed contract:
 - 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.

Failure to comply with these requirements may result in suspension of disbursements under this Agreement or termination of the Agreement or both and Grantee may be ineligible for award of any future state contracts if the Grantor determines that any of the following has occurred: (1) Grantee has made false certification, or (2) Grantee violates the certification by failing to carry out the requirements as noted above.

8.12 Union Organizing

By signing this Agreement, the Grantee hereby acknowledges the applicability to this Agreement of Government Code Sections 16645 through 16649, and certifies that:

- 8.12.1 No state funds disbursed by this grant will be used to assist, promote, or deter union organizing;
- 8.12.2 Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure;
- 8.12.3 Grantee shall, where state funds are not designated as described in 8.12.2 above, allocate, on a pro-rata basis, all disbursements that support the grant program; and

8.12.4 If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

8.13 Labor Code Requirements; Prevailing Wage

State grants may be subject to California Labor Code requirements, which include prevailing wage provisions. Certain State grants administered by the California Wildlife Conservation Board and the California Department of Fish and Wildlife are not subject to Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the Labor Code. For more details, please refer to California Fish and Game Code Section 1501.5 and to the Department of Industrial Relations (DIR) website at <http://www.dir.ca.gov>. Grantee shall pay prevailing wage to all persons employed in the performance of any part of the Project if required by law to do so.

8.14 Disposition of Equipment

Title or ownership of equipment with a unit cost of \$5,000 or more may be retained by Grantee or Grantor upon end of the grant cycle; final disposition will be coordinated by WCB's Grant Manager.

8.15 Informational Products

All informational products (e.g. data, studies, findings, management plans, manuals, photos etc.) relating to California's natural environment and produced with the use of public funds shall be cataloged in the California Geoportal (<https://gis.data.ca.gov>), maintained by the California Department of Technology.

8.16 Non-Discrimination

During the performance of this Agreement, Grantee shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition, marital status, age (over 40), sex, sexual orientation, or use of family-care leave, medical-care leave, or pregnancy-disability leave. Grantee shall take affirmative action to ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination and harassment. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Grantee shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 (a-f) et seq.), and applicable regulations (California Code of Regulations, Title 2, Section 7285 et seq.). The regulations of the Fair Employment and Housing Commission regarding Contractor Nondiscrimination and Compliance (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations) are incorporated by reference into this Agreement. Grantee shall give written notice of its obligations under this non-discrimination clause to labor organizations with which Grantee has a collective bargaining or other agreement and shall post in conspicuous places available to employees and applicants for employment, notice setting forth the provisions of this section. Grantee shall also

include the nondiscrimination and compliance provisions of this Agreement in all contracts related to the Project.

8.17 Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts and grants with, and to refrain from entering any new contracts or grants with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should Grantor determine Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. Grantor shall provide Grantee advance written notice of such termination, allowing Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of Grantor.

9. NOTICE OF AGREEMENT

The terms, conditions and restrictions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their personal representatives, heirs, successors, and assigns and shall continue as a servitude running with the Property for the Project Life.

10. AUTHORIZATION

The signature of the Executive Director certifies that at the meeting of the Wildlife Conservation Board held on August 24, 2023, the Board authorized the award of a grant of up to \$2,396,000 to Grantee for the Project.

11. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one, and the same instrument.

12. ELECTRONIC SIGNATURES

The Parties agree to accept electronic signatures (as defined in Section 1633.2 of the California Civil Code), faxed versions of an original signature, or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

13. EFFECTIVENESS OF AGREEMENT

This Agreement shall be deemed executed and effective when fully signed by authorized representative(s) of each of Grantor and Grantee. Each party shall sign original counterparts of this Agreement, by written signature, via DocuSign, or another electronic method acceptable to Grantor. Each fully executed counterpart shall be deemed an original. Grantee shall receive a fully executed original and Grantor shall receive one fully executed original.

Sierra Foothill Forest Climate Resilience
Grant Agreement Number WC-2340KM
Project ID: 2023029

14. EXHIBITS

Each of the Exhibits referenced in this Agreement is incorporated by reference as though set forth in full herein. The following Exhibits are attached to this Agreement:

- Exhibit A** – Location Map
- Exhibit B** – Budget
- Exhibit C** – Work Plan
- Exhibit D** – Management Plan
- Exhibit E** – Landowner Access Agreement

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement.

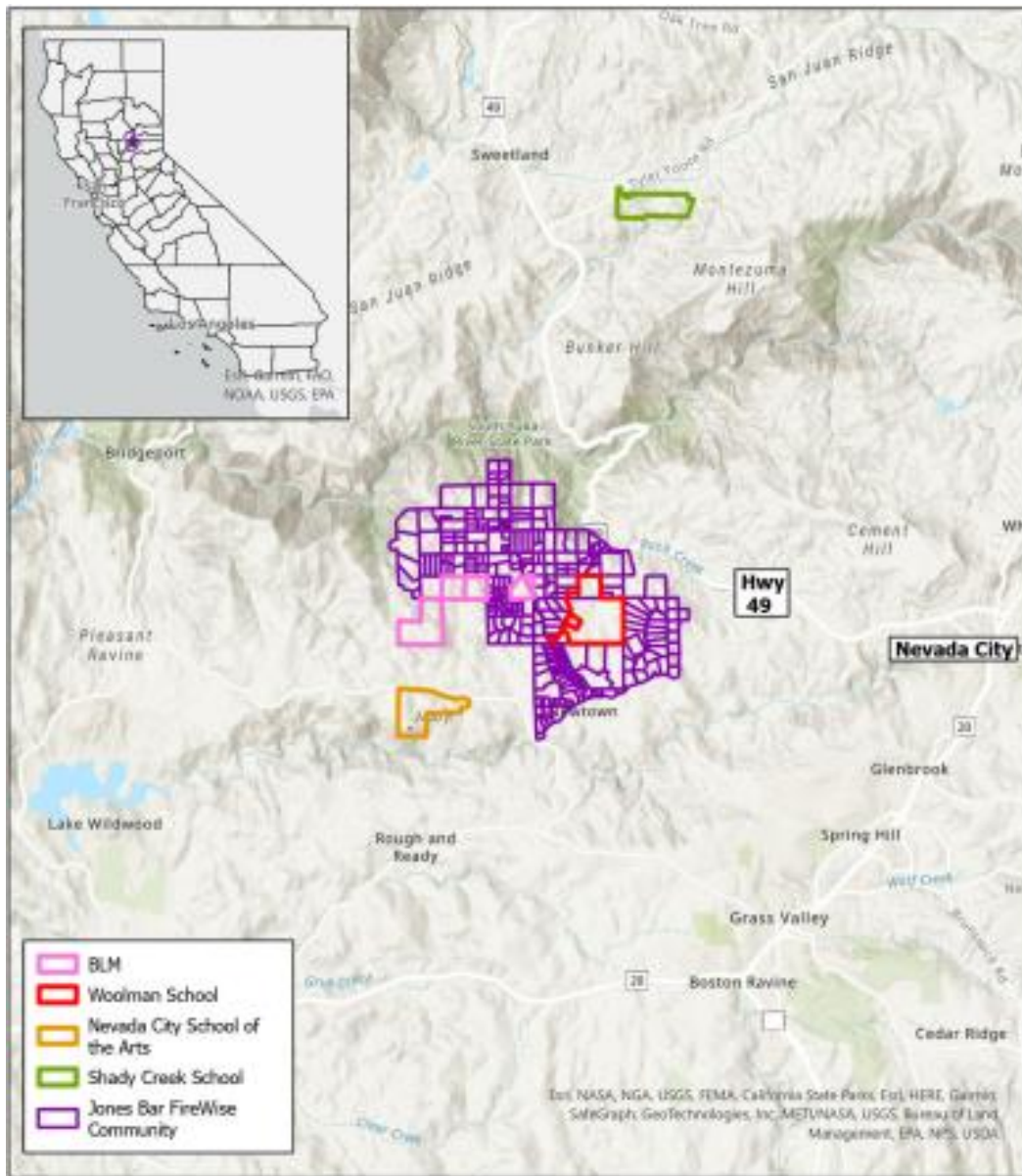
GRANTOR
STATE OF CALIFORNIA
WILDLIFE CONSERVATION BOARD

DocuSigned by:
 By: Rebecca J. Fris Date: 10/3/2023
 Rebecca Fris
 Acting Executive Director

GRANTEE
NEVADA COUNTY OFFICE OF EMERGENCY SERVICES

DocuSigned by:
 By: Craig Griesbach Date: 8/16/2023
 Craig Griesbach
 Director

EXHIBIT A – Location Map



Sierra Foothill Forest Climate Resilience
Grant Agreement Number WC-2340KM
Project ID: 2023029

EXHIBIT B - Budget

Project Task	WCB	Local Sources*	Total
Project Management	\$232,869	-	\$232,869
Contract Work	\$1,490,495	\$23,654	\$1,514,149
Education/Outreach	\$93,500	-	\$93,500
Monitoring	\$77,226	-	\$77,226
Indirect Costs	\$284,100	-	\$284,100
Contingency	\$217,810	-	\$217,810
TOTAL	\$2,396,000	\$23,654	\$2,419,654

*Local Cost Share: Yuba Bear Burn Cooperative Nevada County, and student volunteers.

EXHIBIT C – Work Plan

Project Summary:

The Sierra Foothills Forest Resilience Project (Project) will restore mixed-conifer oak woodland across multiple private and federal parcels in the Sierra Nevada foothills. The private lands include Woolman, Shady Creek, and Nevada City School of the Arts Outdoor School properties in addition to the Jones Bar FireWise Community, and four BLM parcels. This implementation grant is in fulfillment of the Sierra Foothills Forest and Climate Resilience WCB-funded planning grant (ID #2020121).

To achieve this restoration objective, targeted treatments will consist of fuel load reduction while promoting forest heterogeneity and wildlife corridors, removal of invasive species, planting and seeding, and the application of prescribed fire.

The Project will include public implementation tours, offer prescribed burning participation, and involve students in invasive species-removal research plots. Nevada County will provide project support, as well as Yuba Bear Burn Cooperative, the local Prescribed Burn Association, to assist with prescribed fire.

Task 1. Project Management

This task consists of activities required to facilitate the implementation work. The Forest Ecologist will write the Scope of Work, select and oversee contractors, flag units with a technician, produce CEQA exemption materials for approval by CAL FIRE, and consult a Registered Professional Forester and Wildlife Biologist as needed. Landowner outreach will occur to obtain CEQA exemption signatures and to schedule site visits for flagging, consultation regarding treatments, and implementation work.

Date of completion: 3/31/2027

Deliverables: Quarterly and annual progress reports, final report

Task 2. Contract Work

This task covers the expenses of the contract work itself. This includes payment for crews, operators, and equipment needed to complete the hand thinning, felling, mastication, piling/chipping, invasive species removal, prescribed burning, and planting/seeding in the project areas.

Date of completion: 3/31/2027

Deliverables: Executed subcontracts

Task 3. Education

Grantee will facilitate public tours after treatments occur. Demonstrations of prescribed burning with opportunity to participate will take place in collaboration with Yuba Bear Burn Cooperative, the local Prescribed Burn Association chapter. In addition, SSI's Our Forests education program will work with Nevada City School of the Arts students to design Scotch broom removal research plots on school grounds to learn about invasive species and land stewardship. Private landowner education will continue during site visits, and promotion of the SSI Jones Bar area forestry Toolkit developed from phase 1 planning effort.

Date of completion: 3/31/2027

Deliverables: Maps and photos of research plots, photo evidence of tours and prescribed burn participation, with total number of participants in final report

Task 4. Monitoring

No fewer than 12 monitoring points will exist within the project area for documentation and evaluation of work quality. Photo-monitoring before and after treatment will occur.

Date of completion: 3/31/2027

Deliverables: Photo points at the same location before and after the work in final report

Task	Task Description	Deliverables	Expected Completion Date
1	Project Management	Quarterly and Annual progress reports, Final report	Throughout the grant term
2	Contract Work	Executed subcontracts	Throughout the grant term
3	Education	Maps and photos of activities in final report	Throughout the grant term
4	Monitoring	Photo points pre- and post-treatment in final report	Throughout the grant term

Indirect Costs

Indirect cost rates are limited to 15 percent of the total direct WCB Grant Funds. Any amount over 15 percent will not be funded but may be used as cost share. If Grantee seeks to recover indirect or administrative costs, this item should be included as a line item in the Budget. Any cost that is billed as a direct cost may not be included in indirect cost rates. Indirect costs include, but are not limited to, the following: workers compensation insurance, utilities, office space rental, phone service, and copying which is directly related to completion of the Project.

Contingency

Contingency: Unanticipated project costs associated with WCB-funded tasks only, requires WCB staff approval prior to use.

EXHIBIT D - Management Plan

This forest restoration project is managed for its duration by Sierra Streams Institute. Consultation with a Registered Professional Forester (RFP) will occur as needed to execute plans in accordance with California Forest Practice Rules. CEQA exemptions will be completed on an annual basis and validated and filed with CAL FIRE (the “lead agency”) on behalf of each landowner. Monitoring of the project sites will occur before, during, and after treatments are completed.

If at any time during the 15-year life of the project, the Grantee does not manage and maintain the project improvements, the Grant Agreement requires that it refund to the State of California an amortized amount of funds based on the number of years left on the project life.

Exhibit E – Landowner Access Agreement

Requested by and when recorded mail
to: Nonprofit organization/public
agency address

_____ Space above this line for Recorder's Use _____

AGREEMENT REGARDING ACCESS TO AND USE OF REAL PROPERTY IN ORDER TO IMPLEMENT A HABITAT RESTORATION PROJECT

This agreement is entered into by Sierra Streams Institute _____, a
California nonprofit organization ("the nonprofit organization"), or
_____, a public agency, and _____ ("the landowner").

PERTINENT FACTS

- A. The landowner owns certain real property ("the property"), located in _____, _____ County, California, as shown in Exhibit A, which is incorporated by reference and attached.
- B. The nonprofit organization is a California nonprofit organization existing under Section 501(c)(3) of the United States Internal Revenue Code and whose purposes are consistent with Division 21 of the California Public Resources Code.
- C. The nonprofit organization/public agency has been contacted by the landowner to assist in restoring the natural resources and enhancing habitat on the property, and the nonprofit organization/public agency seeks to provide this assistance.
- D. On _____, the State Wildlife Conservation Board ("the Board"), an agency of the State of California established under Division 2 of the Fish and Game Code, authorized a grant to the nonprofit organization/public agency to undertake on the property certain habitat restoration projects.
- E. The grant agreement requires that the nonprofit organization/public agency enter into an agreement sufficient to protect the public interest in any restoration projects implemented under the Board's grant, and to ensure that the nonprofit organization/public agency has permission to implement and monitor projects on the owner's land.

THE NONPROFIT ORGANIZATION/PUBLIC AGENCY AND THE LANDOWNER AGREE AS FOLLOWS, in light of the Pertinent Facts, above:

1. **DURATION**. This agreement shall take effect when fully executed, on the date last signed below, and shall run until _____, unless the agreement is terminated earlier by mutual agreement in writing by the parties, with the written consent of the Executive Director of the Board.
2. **CONSTRUCTIVE NOTICE** The terms, conditions and restrictions of this agreement, the Boards grant agreement, and the provisions of the project shall be binding upon, and inure to, the benefit of the parties hereto and their personal representatives, heirs, successors, and assigns and shall continue as a servitude running with the land for the Project Life, until _____.

This document, substantially as shown, shall be signed by the nonprofit organization/public agency and the landowner and recorded with the appropriate County Recorder's Office. In addition, the landowner shall notify prospective buyers, lessees, or operators of the property to make them aware of this project and this agreement.

3. **ACCESS BY THE NONPROFIT ORGANIZATION/PUBLIC AGENCY**. The nonprofit organization/public agency shall have access to the property, with at least a 30-day prior written or verbal notice to the landowner, to accomplish the purposes of this agreement, including monitoring during the entire term of this agreement.
4. **RESTORATION AND MAINTENANCE**. The nonprofit organization/public agency shall implement a restoration project on the property in accordance with the grant agreement, including removal of brush, trees, and non-native species; planting and seeding, the application of prescribed fire, and applying herbicide. The nonprofit organization/public agency shall maintain the project during the implementation phase of this agreement and shall monitor and maintain the improvements as necessary to maintain the habitat value and/or the functionality of the installed infrastructure during the management and maintenance portion of this agreement.
5. **INSPECTION**. The nonprofit organization/public agency and the landowner shall permit the Board, its agents or employees, and the Department of Fish and Wildlife to visit the project site at agreed-upon

intervals, during the term of this agreement to determine whether the site is being restored and maintained in a manner consistent with the grant agreement.

6. **LANDOWNER'S USE OF THE PROPERTY**. Except as provided in this paragraph, the landowner reserves the right to use the property in any manner, provided that its use does not unreasonably interfere with the nonprofit organization's/public agency's rights under this agreement. During the term of this agreement, the landowner shall use the property and habitat improvements in a manner consistent with the purposes of the grant agreement; this includes, but is not limited to, refraining from harming, damaging, removing, altering, or interfering with the restored sites.

7. **LIABILITY**. The nonprofit organization/public agency shall be responsible for, indemnify and save harmless the landowner and the Board, its officers, agents, and employees from any and all liabilities, claims, demands, damages or costs resulting from, growing out of, or in any way connected with or incident to the property and improvements on it, except for active negligence of the landowner or the Board, its officers, agents or employees. The duty to indemnify and save harmless includes the duty to defend as set forth in Civil Code Section 2778. The nonprofit organization/public agency waives any and all rights to any type of express or implied indemnity or right of contribution from the Board, its officers, agents or employees, for any liability resulting from, growing out of, or in any way connected with or incident to the project, the property, and improvements on it.

8. **AUTHORIZING SIGNATURES**

_____ (the nonprofit organization or public agency)

[Authorized signature]

Date

[Print or type name]

[Title]

*Sierra Foothill Forest Climate Resilience
Grant Agreement Number WC-2340KM
Project ID: 2023029*

_____ **(Landowner)**

[Authorized signature]

Date

[Print or type name]

[Title]



GAVIN NEWSOM, Governor
NATURAL RESOURCES AGENCY
DEPARTMENT OF FISH AND WILDLIFE
WILDLIFE CONSERVATION BOARD
Mailing Address: P.O. Box 944209
Sacramento, California 94244-2090
www.wcb.ca.gov
(916) 445-8448

Date: 10/3/2023

Craig Griesbach
Director
Nevada County Office of Emergency Services
craig.griesbach@nevadacountyca.gov

SIERRA FOOTHILL FOREST CLIMATE RESILIENCE
NEVADA COUNTY
GRANT AGREEMENT NO. WC-2340KM
PROJECT ID: 2023029


Dear Craig Griesbach:

Enclosed for your records is a fully executed Grant Agreement for the above referenced project. Please keep a copy of the fully executed Grant Agreement for your records.

This is your Notice to Proceed in accordance with the terms and conditions of the agreement. Please note that all materials must be ordered and work completed by the Projected Completion Date of March 31, 2027 to be eligible for reimbursement. The final invoice for billables within the grant term can be submitted up to 30 days past that date.

Thank you for your interest in working with the Wildlife Conservation Board. If you have any questions, please contact Kurt Malchow at kurt.malchow@wildlife.ca.gov or (916) 926-2792.

Sincerely,

DocuSigned by:

1EAD9B041E6D476...
Rebecca J. Fris
Acting Executive Director

Enclosure(s)

cc: Morgan Kilgour, Acting Regional Manager
CDFW North Central Region (2)

Celina Tran, Accounting Officer Specialist
CDFW, Accounting Services Branch/Claims Unit

Contractor Name Sierra Streams Institute

Description of Services Sierra Foothill Forest Climate Resilience Project

SUMMARY OF MATERIAL TERMS

Max Annual Price: \$2,099,587 **Required Match:** \$23,654
Contract Start Date: 10/3/2024 **Contract End Date:** 1/31/2027

INSURANCE POLICIES

Commercial General Liability	(\$2,000,000)
Automobile Liability	(\$1,000,000)
Worker’s Compensation	(Statutory Limits)

LICENSES AND PREVAILING WAGES

Designate all required licenses: N/A

NOTICE & IDENTIFICATION

Nevada County
Office of Emergency Services
Address: 950 Maidu Ave.
City, St, Zip Nevada City, CA 95959
Attn: IGS Admin
Email: IGSAAdmin@nevadacountyca.gov
Phone: (530) 265-1705

Sierra Streams Institute
Address: 117 New Mohawk Road Ste. H
City, St, Zip Nevada City, CA 95959
Attn: Jeff Lauder
Email: jeff@sierrastreamsinstitute.org
Phone: 530-470-6037

Contractor is a: (check all that apply)

- Corporation: Calif., Other LLC,
- Non- Profit Corp Yes No
- Partnership: Calif., Other LLP, Limited
- Person: Indiv. Dba, Ass' Other

EDD	Worksheet
Required	
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

ATTACHMENTS

- Exhibit A: Scope of Work
- Exhibit B: Schedule of Charges and Payments
- Exhibit C: Project Budget
- Exhibit D: Contractor / Rental – “Not To Exceed” Rates
- Exhibit E: Insurance Requirements
- Exhibit F: Additional Terms & Conditions

Appendices

Appendix A - Advance Payment Request and Accountability Report

Appendix B - WCB Disbursement Request Template

Appendix C - WCB Final Cost Share Template



**ADVANCE PAYMENT REQUEST AND ACCOUNTABILITY REPORT
Appendix B**

County of Nevada

SECTION 1: ADVANCE PAYMENT REQUEST

Grant Number:
Grantee Name:

Date:
Advance #:

SELECT AND COMPLETE EITHER SECTION 1 OR SECTION 2:

SECTION 1: ADVANCE PAYMENT REQUEST

Amount Requesting: \$ _____ *(May not exceed 25% of grant award amount)*

Corresponding Invoice: # _____

Please explain the reason for the advance request. *(Example: Deposit needed to start contracting work; upfront seed money needed to plant trees, etc.)*

Please detail the project activities for the advance funds to be used within the next quarter. Attach additional pages if needed.

Task #	Quarter/Year (MM/YYYY)	Estimated Amount (\$)	Activity
1			
2			
3			
4			
5			
6			

Advance Payment Request

SECTION 2: ADVANCE ACCOUNTABILITY REPORT *(Part A: Due within 90 days from receipt of advance funds; Part B: Due at end of second quarter if advance funds are not spent; Part C: Due upon complete liquidation of advance funds.)*

Grant Number:
Amount Liquidated to Date: \$

Date:
Report #:

A. To be completed after receiving funds three months from initial payment:

Provide a brief description of activities completed during the initial quarter since receiving the advance funds. If you don't anticipate liquidating the advance funds within one quarter, please provide activities remaining to be completed and an anticipated completion date. *(Example: We hired a contractor to complete Task 1 and should be done by June; due to weather issues we delayed Task 2 but should be done by October.)*

B. At the end of second quarter if advance funds have not yet been spent:

If the advance funds WERE NOT completely liquidated within two quarters, please provide an explanation with revised anticipated completion date. *(Example: Due to heavy rain, we were unable to start the masticating process for two months as identified in Task #2. We should finish by the end of May.)*

C. Fill out once advance funds have been completely spent:

Please provide a summary of accomplishments achieved due to having access to the advance funds. *(Example: The advance allowed us to put down a deposit which resulted in better tree selection and planting on time; paying our contractor ahead of time enabled us to stick to our project timeline, etc.)*



Checklist for Sierra Foothill Forest Climate Resilience Project

Wildlife Conservation Board Grant #WC-2340KM

Did You Include:

- Receipts and/or invoices for supplies, venue rentals, etc. are required.
- Itemized invoices for any sub-contractors are required.
- Itemized invoices for equipment contracts are required.
- For personnel and benefits costs incurred by Sierra Streams Institute back-up documentation should include staff member, hourly rate, and corresponding Task referenced in the Scope of Work (Exhibit A).
- For personnel and benefits costs incurred by Sierra Streams Institute back-up documentation should include timecard reports.
- The word "invoice" shall appear at the top of the page for all back-up documentation.
- Invoices shall include contractor Information including name and address.
- Invoices shall include date of submission and a unique invoice number.
- The WCB Agreement number WC-2340KM should be included on all invoices.
- Invoices shall denote the Task(s) referenced in the Scope of Work (Exhibit A) under which the expenditure was incurred.
- Invoices shall include dates or time period during which the invoiced costs were incurred; where applicable invoices should include expenditures for the current invoice and cumulative expenditures to date by major budget category (e.g., salaries, benefits, supplies, etc.).
- Summary of matching and/or in-kind funds during the invoice period is required.

Double Check:

- That all expenditures are tied to Tasks include in the Scope of Work (Exhibit A).
- That all hourly personnel, equipment, and other associated rates are correct.



- That invoiced items match your back-up documentation and add up across line items and to your total.
- That you are providing documentation of match, as applicable.

Remember:

Payment will be withheld if reporting requirements are not met and/or sufficient documentation is not submitted with Advance Accountability Reports.

The County will make payment for Advance Requests within 30 days after Advance Accountability Reports are received and approved.

DISBURSEMENT REQUEST TEMPLATE

Please remit to: _____ (Grantee name, address, phone number, point of contact).

Invoice Date: _____

Invoice No: _____

Project Name:

WCB Project ID Number:

Agreement Number:

Term of Project: Beginning and end dates

Invoice Period Covered: Beginning and end dates

Amendments: If applicable (include date)

WCB Project Manager:

PROJECT TASK	TOTAL COST	WCB ALLOCATION	WCB PRIOR INVOICED AMOUNT	CURRENT WCB INVOICE	Remaining Balance of WCB allocation available for expenditure on this task
<i>Should mirror information in Grant, Exhibit B.</i>	<i>Should mirror information in Grant, Exhibit B.</i>	<i>Should mirror information in Grant, Exhibit B.</i>	<i>Sum of invoices previously submitted to WCB for payment.</i>	<i>Current invoice amount.</i>	<i>WCB allocation less prior and current invoice amounts.</i>
Task 1					
Task 2					
Task 3					
...					
TOTAL:					

Retention: Unless otherwise approved in advance by WCB, 10% of total current invoice will be retained by WCB until the end of the project.

CURRENT RETENTION:	\$ _____	Total Current Invoice:	\$ _____
PREVIOUS RETENTION:	\$ _____	Less Retention:	\$ _____
TOTAL RETENTION WITHHELD TO DATE:	\$ _____	TOTAL PAYMENT DUE:	\$ _____

Total Cost Share Commitment	Current Cost Share	Cumulative Cost Share
<i>Should mirror information in Grant, Exhibit B.</i>	<i>New cost share expended this period</i>	<i>Total cost share contribution to date</i>

Grantee Certification: *I hereby certify that the above costs were incurred in the performance of work required under the Agreement and are consistent with the amounts evidenced by supporting documents.*

 (Printed Name) (Signature) (Date)

Instructions - each invoice should be signed, dated, and accompanied by the following:

1. A detailed statement of services for the period covered by the invoice (photos may also be included if appropriate).
2. Supporting or back-up documentation for all charges on the invoice, including receipts for all materials and supplies, all Grantee staff time shown by number of hours worked and hourly rate, and all sub-contractor services.
3. Clearly reconcile all supporting documents and identify them with the charges reflected in the invoice. If the attached supporting document includes a charge that will be reimbursed in part by being paid by the WCB, and reconcile this amount with the invoice.

(TO BE COMPLETED BY WILDLIFE CONSERVATION BOARD)	
<u>Approval Recommended:</u>	<u>Request Approved:</u>
(Signature)	(Signature)
(Date)	(Date)

FINAL COST SHARE ACCOUNTING FORM

Letterhead (include Name, address, telephone, contact person name)

Project Name: Name on Grant Document
Agreement Number: WCB Grant Agreement No.
Term of Project: Beginning and End dates
Amendments: describe if any, along with date
WCB Project Manager:

PROJECT TASK	TOTAL COST	WCB ALLOCATION	COST SHARE SOURCE	COST SHARE SOURCE	COST SHARE SOURCE	COST SHARE SOURCE	TOTAL COST SHARE**
Column contents should be identical to Grant, Exhibit B	Column will be identical to Grant, Exhibit B	Column will be identical to Grant, Exhibit B	Cost Share Source #1, Name	Cost Share Source #2, Name	Cost Share Source #3, Name	Insert additional columns as needed.	Total of all non-WCB charges to this task. This includes invoices or charges for the task item, attributed to another funding source/ partner.
Task 1 (describe)							
Task 2 (describe)							
Task 3 (describe)							
Task 4 (describe)							
Task 5 (describe)							
...							
...							
TOTAL	Sum of all items	Sum of all items	Sum of all items	Sum of all items	Sum of all items		Sum of all items

NOTES

- 1 ** This column will be the same as WCB Disbursement Template, "Cost Share, Cumulative", and should be identical to cost share presented in Grant Exhibit B.
- 2 Cost share backup documents to include: invoices, timesheets, or time estimates with justification. Grantee will keep backup documents for audit-ready files (backup documents will not be provided to WCB).
- 3 This EXHIBIT D - FINAL COST SHARE ACCOUNTING FORM should be included with the final invoice when work is completed, in advance of retention release invoice.
- 4 If Project has numerous partners with small cost share items, these may be consolidated into one column. Please discuss with WCB Project Manager.