

**Administering Agency: Nevada County–Community Development Agency**

**Grant Award Allocation No.** \_\_\_\_\_

**Description: Outdoor Visitor Safety Fund Grant Program**

## **GRANT AWARD RECIPIENT AGREEMENT**

**THIS Agreement (“Agreement”)** is made at Nevada City, California, by and between the County of Nevada (“County”), and Truckee River Watershed Council (“Grant Recipient”) who agree as follows:

1. **Use of Funds**: Grant recipient agrees to use the General Fund allocation for “Community & Economic Resiliency” for the purposes set forth in Exhibit A.
2. **Grant Fund Allocation**: The sole source of funding by County for this disbursement is from the Community Development Agency Recreation Budget Allocation Fund 0101-70102-325-1000-521520. No other County funding source shall be held liable for any obligations set forth in this Agreement. **The amount of funding shall not exceed Forty-Thousand Dollars (\$40,000).**
3. **Term**: This agreement shall be effective upon the date on which the last party hereto has executed this Agreement (“Effective Date”). All grant funds provided by this Agreement shall be expended before December 31, 2024 and reported on per the requirements stated in Exhibit C. **Agreement Termination Date of 12/31/2024.**
4. **Exhibits**: All exhibits referred to herein and attached hereto are incorporated herein by this reference.
5. **Electronic Signatures**: The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, “electronic signature” shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g. via pdf) of an original signature.
6. **Hold Harmless and Indemnification Agreement**: To the fullest extent permitted by law, each party (the “Indemnifying Party”) hereby agrees to protect, defend, indemnify, and hold the other party (the “Indemnified Party”), its officers, agents, employees, and volunteers, free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character resulting from the Indemnifying Party’s negligent act, willful misconduct, or error or omission, including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the Indemnified Party arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Indemnified Party) and without limitation, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Agreement and the expenditures of the ARPA funding. The Indemnifying Party agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Indemnifying Party, using legal counsel approved in writing by Indemnified Party. Indemnifying Party also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any

cause of action in favor of any third party against either party or to enlarge in any way either party's liability but is intended solely to provide for indemnification of the Indemnified party from liability for damages, or injuries to third persons or property, arising from or in connection with Indemnifying Party's performance pursuant to this Agreement. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Agreement. These Hold Harmless and Indemnification provisions shall survive the termination of this Agreement.

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

16. **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  
Community Development Agency  
Attn: Erika Seward  
Address 950 Maidu Avenue, Ste. 170  
Nevada City, CA 95959

Phone: 530-265-1572  
Email: erika.seward@nevadacountyca.gov

GRANT RECIPIENT:

Truckee River Watershed Council  
Attn: Eben Swain  
Address: 10418 Donner Pass Rd.  
Truckee, CA 96161

Phone: 530-550-8760  
Email: eswain@truckeeriverwc.org

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

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

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

**COUNTY OF NEVADA:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name/Title: Honorable Ed Scofield, Chair of the Board of Supervisors

By: \_\_\_\_\_  
Attest: Julie Patterson Hunter, Clerk of the Board of Supervisors

Approved As to Form – County Counsel:

By: \_\_\_\_\_ Date: \_\_\_\_\_

**GRANT RECIPIENT:** \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

\* Title: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

\* Title: \_\_\_\_\_ Secretary \_\_\_\_\_

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

**Exhibits**

- A. Purpose and Use of Funds
- B. Schedule of Payments
- C. Reporting Requirements
- D. A-1: Application Received in response to RFP No. 168078: Outdoor Visitor Safety Fund funded in part by the County of Nevada's American Rescue Plan Act (ARPA) allocation for "Community and Economic Resiliency" and General Fund Dollars

## EXHIBIT A

### PURPOSE AND USE OF FUNDS

Grant Recipient agrees to use the County of Nevada’s General Fund allocation for “Community & Economic Resiliency”, specifically, “Outdoor Visitor Safety Fund” provided to cover those costs identified in the submitted Application received from this Entity which is attached hereto and incorporated herein as Exhibit A-1.

These funds are designated to a project that will increase resiliency and promote health and safety at highly impacted outdoor recreation destinations, as Nevada County has experienced a significant increase in visitation to outdoor recreation destinations.

Budget Items	Funds Proposed FY 2023/24	Funds Proposed FY 2024/25
Salaries and Benefits	\$2,055	
Services and Supplies	\$	\$
Contracts for Service Delivery*	\$	\$
Equipment Purchases*	\$37,945	\$
Other Expenses*	\$	\$
<b>TOTAL</b>	<b>\$40,000</b>	<b>\$</b>

\*Describe Contracts for Service Delivery, Equipment Purchases, or Other Expenses, including amount per:

Funds will be used for boardwalk and bridge construction, meadow restoration and trail rehabilitation

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

**Acknowledgment:**

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

The County of Nevada logo and following credit line should be used in acknowledging County support whenever possible: “Funds were provided through the County of Nevada’s Outdoor Visitor Safety Fund”

Please indicate how acknowledgement will be accomplished (check all that apply):

<input checked="" type="checkbox"/> Website	<input checked="" type="checkbox"/> Press Release
<input checked="" type="checkbox"/> Email or Email Newsletter	<input checked="" type="checkbox"/> Social Media
<input type="checkbox"/> Print Newsletter	<input type="checkbox"/> Program or Promotional Materials
<input checked="" type="checkbox"/> Event (please describe)	<input checked="" type="checkbox"/> Other (please describe)
Ribbon cutting and/or project completion	On signage at the site

## EXHIBIT B

### SCHEDULE OF PAYMENTS

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

Total Grant Award Amount: \$40,000

#### Payment Schedule

	Amount	Payment Timing (Pending Met Conditions if applicable)	Applicable Contingencies to be met prior to Payment
Payment 1:	75% of the Grant Award per fiscal year*	Within 60 Days of executed Agreement	Submission of a vendor quote or other demonstration of intended award use
Payment 2:	25% of the Grant Award per fiscal year*	Once all funds have been spent, documentation on expenditures has been provided to County, and the recipient has completed at least one round of reporting (see Exhibit C for reporting requirements)	

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

## EXHIBIT C

### REPORTING REQUIREMENTS

#### **1. COUNTY-REQUIRED REPORTING.**

- a. Grant Recipient will be required to submit quarterly "Project and Expenditure Reports" until the funded project is completed, to the County or its designated Contract Administrator.
- b. The first report will be due on or about January 10, 2024.
- c. The County, or its Contract Administrator, will provide a reporting template and instructions.

#### **2. MAINTENANCE AND ACCESS TO RECORDS AND REPORTS.**

- a. Records of Support: Grant Recipient shall maintain records and financial documents sufficient to evidence compliance with the American Rescue Plan Act, Treasury's regulations, and guidance. (Please see: [SLFRF-Compliance-and-Reporting-Guidance.pdf \(treasury.gov\)](#)) The County recommends Grant Recipients collect the following records to support compliance, which may include, but are not limited to, copies of the following:
  - i. General ledger and subsidiary ledgers used to account for (a) the receipt of ARPA Fund payments and (b) the disbursements from such payments to meet eligible expenses related to the public health emergency due to COVID-19;
  - ii. budget records during the grant performance period;
  - iii. payroll, time records, human resource records to support costs incurred for payroll expenses related to addressing the public health emergency due to COVID-19;
  - iv. receipts of purchases made related to project;
  - v. contracts and subcontracts entered into using ARPA Fund payments and all documents related to such contracts;
  - vi. all documentation of reports, audits, and other monitoring of contractors, including subcontractors;
  - vii. all documentation supporting the performance outcomes of contracts, subcontracts, grant awards, and grant recipient subawards; and
  - viii. all internal and external email/electronic communications related to use of ARPA Fund payments.
- b. The County Auditor-Controller, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Grant Recipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Grant Recipient for a period of five (5) years after all funds have been expended or returned to County, whichever is later.
- d. Grant Recipient shall maintain, at all times, complete detailed records with regard to work performed under this Agreement in a form acceptable to County. Grant Recipient agrees to provide documentation or reports, compile data, or make its internal practices and records available to County, the County's Contract Administrator, or federal agencies, for purpose of determining compliance with this Agreement or other applicable legal obligations. County will have the right to inspect or obtain copies of such records during usual business hours upon reasonable notice.
- e. Upon completion or termination of this Agreement, County may request Grant Recipient deliver originals or copies of all records to County. County will have full ownership and control of all such records. If County does not request all records from Grant Recipient, then Grant Recipient shall maintain records as defined below

after completion or termination of the Agreement. If for some reason Grant Recipient is unable to continue its maintenance obligations, Grant Recipient shall give notice to County within 30 business days for County to take steps to ensure proper continued maintenance of records.

- f. County and the Comptroller General of the United States, and other authorized Federal agencies and representatives shall have the right to examine Grant Recipient's records at any reasonable time.
- g. Transfer of Records: In the event that Grant Recipient ceases operation, all files that are subject to audit shall be transferred to the County for proper storage of physical records and electronic data. Grant Recipient shall notify County of impending closure as soon as such closure has been determined and provide County with a complete list of records in its possession pertaining to activities related to the Grant Award Agreement. County shall promptly advise Grant Recipient which records are to be transferred to the custody of County.



**SUMMARY OF AGREEMENT**

**Grant Recipient Name: TRUCKEE RIVER WATERSHED COUNCIL**

**Description of Services:** Outdoor Visitor Safety Fund Grant – Euer Valley Sustainable Recreation and Habitat Protection Project

**SUMMARY OF MATERIAL TERMS**

**Maximum Grant Award:** \$40,000

**Contract Beginning Date:** Effective Date

**Contract Termination Date:** 12/31/2024

**Liquidated Damages:** \_\_\_\_\_

**LICENSES AND PREVAILING WAGES**

Designate all required licenses:

**NOTICE & IDENTIFICATION**

**Grant Recipient:**

**County of Nevada:**

Contact Person: Eben Swain  
530-550-8760  
Email address: eswain@truckeeriverwc.org

Contact Person: Erika Seward  
(530) 265-1572  
e-mail: erika.seward@nevadacountyca.gov

**Grant Recipient is a:** (check all that apply)

Corporation:	<u>X</u> Calif.,	<u>    </u> Other,	<u>    </u> LLC,	<u>X</u> Non-profit
Partnership:	<u>    </u> Calif.,	<u>    </u> Other,	<u>    </u> LLP,	<u>    </u> Limited
Person:	<u>    </u> Indiv.,	<u>    </u> Db,	<u>    </u> Ass'n	<u>    </u> Other

**ATTACHMENTS**

Designate all required attachments:      Req'd

**Exhibit A: Purpose and Use of Funds** X

**Exhibit B: Schedule of Payments** X

**Exhibit C: Reporting Requirements** X

**Exhibit A-1: Application Received in response to RFP No. 168078:** X

**Outdoor Visitor Safety Fund funded in part by the County of Nevada’s American Rescue Plan Act (ARPA) allocation for “Community and Economic Resiliency”** \_\_\_\_\_