



RESOLUTION No. 24-232

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING THE CONTRACT BETWEEN YUBA WATERSHED INSTITUTE AND THE NEVADA COUNTY OFFICE OF EMERGENCY SERVICES FOR THE SIERRA NEVADA CONSERVANCY SOUTH YUBA RIM HAZARDOUS FUELS REDUCTION PROJECT (SNC #1512) IN THE AMOUNT OF \$179,201 FOR USE DURING THE PERIOD MAY 28, 2024, THROUGH FEBRUARY 28, 2027, AUTHORIZING THE DIRECTOR OF EMERGENCY SERVICES TO EXECUTE THE CONTRACT AND DIRECTS THE AUDITOR CONTROLLER TO AMEND THE FISCAL YEAR 2023/24 EMERGENCY SERVICES BUDGET (4/5 AFFIRMATIVE VOTE REQUIRED)

WHEREAS, the County of Nevada has a severe and present danger from wildfire and the Sierra Nevada Conservancy Wildfire Recovery and Forest Resilience Grant Program aims to reduce wildfire risk for communities and ecosystems; and

WHEREAS, the South Yuba Rim Hazardous Fuels Reduction Project has been identified as a priority in the CAL FIRE Nevada-Yuba-Placer Unit (NEU) Strategic Plan; and

WHEREAS, the Office of Emergency Services submitted a grant proposal to the Sierra Nevada Conservancy (SNC) in partnership with local non-profit Yuba Watershed Institute on October 28, 2022, for the South Yuba Rim Hazardous Fuels Reduction Project (Res. 22-590); and

WHEREAS, SNC issued a grant agreement for these funds through the grant SNC #1512 in the amount of \$214,866 on May 9, 2024; and

WHEREAS, the Office of Emergency Services intends to implement the SNC-funded aspect of the South Yuba Rim Hazardous Fuels Reduction Project on Bureau of Land Management (BLM) land in partnership with the Yuba Watershed Institute; and

WHEREAS, this effort leverages work funded by FEMA-HMGP (Res. 24-155) on private land by extending the effort to federal (BLM) land, which cannot be done with federal funding but can be done with state agency (SNC) funding; and

WHEREAS, non-profit partner Yuba Watershed Institute is leading the FEMA-funded work (Res. 24-156) and has a long-standing relationship with BLM for wildfire mitigation actions on parcels located on the South Yuba Rim and is thus uniquely positioned to take on this work.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Nevada, State of California, approves the contract between Yuba Watershed Institute and the Nevada County Office of Emergency Services for the Sierra Nevada Conservancy South Yuba Rim Hazardous Fuels Reduction Project (SNC #1512) in the amount of \$179,201.00 for use during the period May 28, 2024, through February 28, 2027, authorizing the Director of Emergency Services to execute the Contract, and directs the Auditor Controller to amend the Office of Emergency Services Fiscal Year 2023/24 Budget as follows:

Increase:

0101-20702-414-1000 / 445200
0101-20702-414-1000 / 521520

\$179,201.00
\$179,201.00

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 28th day of May 2024, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward C. Scofield, Susan Hoek,
Lisa Swarthout and Hardy Bullock.

Noes: None.

Absent: None.

Abstain: None.

Recuse: None.

ATTEST:

TINE MATHIASSEN
Chief Deputy Clerk of the Board of Supervisors

By: 


Hardy Bullock, Chair

Administering Agency: Nevada County Office of Emergency Services

Contract No. _____

Contract Description: Sierra Nevada Conservancy - South Yuba Rim Hazardous Fuels Reduction Project

PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT ("Contract") is made at Nevada City, California, as of May 28, 2024 by and between the County of Nevada, ("County"), and Yuba Watershed 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 is 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 one hundred and seventy-nine thousand two hundred and one dollars (\$179,201.00).**
3. **Term** This Contract shall commence on 5/28/2024. All services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** of: 2/28/2027.
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 20, 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:

Yuba Watershed Institute
Address: 305 Railroad Ave, Suite 2
City, St, Zip Nevada City, CA 95959
Attn: Chris Friedel
Email:
chris@yubawatershedinstitute.org
Phone: 530-955-1822

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: Yuba Watershed Institute

By: _____ Date: _____

Name: Chris Friedel

* 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 Not to Exceed Rates
Exhibit E: Insurance Requirements

Appendices

Appendix A: Disbursement Request Template
Appendix B: SNC Managing Your Grant Handbook
Appendix C: SNC Invoice Checklist

EXHIBIT A - SCOPE OF WORK

Project Summary

The Sierra Nevada Conservancy South Yuba Rim Hazardous Fuels Reduction Project is a fuels mitigation planning project focused on 1,800 acres of Bureau of Land Management (BLM) land that is nested in and around the privately-owned land included in the 6,000-acre landscape-scale planning area that is being addressed with Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP) funds (DR-4482-693-19, Phase 1).

The purpose of the Sierra Nevada Conservancy (SNC)-funded segment is to enhance the FEMA project by addressing planning and environmental requirements not covered by FEMA and California Governor's Office of Emergency Services (Cal OES) funding. The FEMA/HMGP and matching Cal OES award do not permit work to be conducted on federal land. SNC-funded planning for treatment of federal land along the South Yuba Rim greatly enhances the overall project goal of creating a contiguous zone of protection against catastrophic wildfire.

The objectives of the SNC-funded portion of the overall South Yuba Rim Hazardous Fuels Reduction Project are to complete planning and environmental compliance for federal (BLM) lands and conduct raptor surveys and consultations with U.S. Fish and Wildlife Service (FWS) to protect California spotted owls. These steps are crucial as FEMA and Cal OES funds are restricted from use on federal lands and do not cover these specific conservation activities. The expected outcome is the completion of treatment designs and environmental review for 1,800 acres of federal (BLM) lands and completed raptor surveys and FWS consultation, making the project ready for implementation.

To achieve these goals, the project will emulate a proven collaborative approach with the BLM as detailed in the 2022 Memorandum of Understanding between BLM and the Yuba Watershed Institute (YWI). This involves close coordination with BLM to outline treatment areas, determine methods, and assist with the National Environmental Policy Act (NEPA) review process through comprehensive resource surveys. Similarly, for raptor surveys and FWS consultations, the project will employ established protocols and consultation processes successfully used in recent projects in nearby areas.

The SNC-funded project as detailed in this Scope of Work (SOW) consists of five tasks to be executed by the YWI: (1) Project Management; (2) Botanical Surveys and Report; (3) Cultural Resources Surveys and Report; (4) Raptor Surveys and Report; and (5) California Spotted Owl Biological Assessment.

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

Task 1: Project Management

Under Task 1, YWI staff will coordinate all planning with BLM staff, including treatment unit delineation, prescription design, and cultural and biological resource survey design. The YWI staff will assist BLM, as needed, with preparation of all materials necessary for NEPA review, including project description and maps. The YWI staff will hire and manage resource specialist contractors for completion of surveys and reports for Tasks 2-5. The YWI staff will conduct outreach to secure access from private landowners for raptor surveys conducted under Task 4 and will assist with coordination and scheduling of contractor visits for surveys. The YWI staff will assist BLM with FWS consultation regarding California spotted owls.

The YWI will be required to report out to County of Nevada monthly (project team meetings and written report-outs) to keep Office of Emergency Services (OES) staff apprised of project status and will provide quarterly invoices, six-month progress reports, and updated geospatial files as required by the funder (SNC).

Timeline: May 28, 2024 – February 28, 2027

Deliverables:

- 1.1 Signed landowner access agreements (right-of-entry).
- 1.2 Draft maps and project description for BLM NEPA analysis.
- 1.3 FWS letter of concurrence.
- 1.4 Written Report-Outs to OES delineating work completed the prior month and planned for next month (monthly).
- 1.5 Schedule, conduct, and facilitate monthly Project Check-In Meetings with the YWI and OES staff and/or assigned project manager.
- 1.6 Request for Qualifications for any external vendors used, as applicable.
- 1.7 SOW and fully executed contracts for any external vendors used.
- 1.8 Quarterly Invoices and financial back-up documentation for expenditures as detailed in Exhibit B, provided to OES within seven (7) days of the end of the quarter.
- 1.9 Six-Month Progress Reports, provided to OES within fifteen (15) days of June 30 and December 31 annually.
- 1.10 Updated geospatial files submitted at end of contract term (February 28, 2027).

Task 2: Botanical Surveys and Report (BLM Land)

Under Task 2, YWI staff, with the assistance of a contracted biologist, will complete surveys for threatened, endangered, and/or special status plant species occurrences within the federal portions of the project. The YWI staff will complete a botanical survey report, which will be provided to BLM for use during NEPA review.

Timeline: May 2025 – October 2025

Deliverables:

2.1 Botanical Survey Report (for federal (BLM) land).

Task 3: Cultural Resource Surveys and Report (BLM Land)

Under Task 3, the YWI will hire a contracted archaeologist to conduct cultural resource surveys within the federal (BLM) portions of the project. The archaeologist will complete a cultural resources inventory survey report, which will be provided to BLM for use during NEPA review.

Timeline: July 2024 – July 2025

Deliverables:

3.1 Cultural Resources Inventory Survey Report (for federal (BLM) land).

Task 4: Raptor Surveys and Report (Entire Project Area – BLM and Private Land)

Under Task 4 the YWI will hire a contracted wildlife biologist to conduct surveys for special-status raptor species within the project area. The wildlife biologist will survey for northern goshawks and California spotted owls throughout the 1,800 acres of BLM lands and the 800 acres of private lands identified for treatment under the FEMA-HMGP Project (DR-4482-693-19, Phase 1). Two years of survey data will be collected for both species.

Timeline: May 2025 – October 2026

Deliverables:

4.1 Raptor Survey Report(s) (for federal (BLM) and private land).

Task 5: California Spotted Owl Biological Assessment (BLM Land)

The YWI will hire an environmental consulting firm to prepare a California spotted owl biological assessment (BA) on behalf of BLM, to be used during consultation with FWS. This BA will be for the federal portions of the project only.

Timeline: September 2026 – February 2027

Deliverables:

5.1 California Spotted Owl Biological Assessment (for federal (BLM) land).

Summary of Project Deliverables

Task 1: Project Management

- 1.1 Signed landowner access agreements (right-of-entry).
- 1.2 Draft maps and project description for BLM NEPA analysis.
- 1.3 FWS letter of concurrence.
- 1.4 Written Report-Outs to OES delineating work completed the prior month and planned for next month (monthly).
- 1.5 Schedule, conduct, and facilitate monthly Project Check-In Meetings with the YWI and OES staff and/or assigned project manager.
- 1.6 Request for Qualifications for any external vendors used, as applicable.
- 1.7 SOW and fully executed contracts for any external vendors used.
- 1.8 Quarterly Invoices and financial back-up documentation for expenditures as detailed in Exhibit B, provided to OES within seven (7) days of the end of the quarter.
- 1.9 Six-Month Progress Reports, provided to OES within fifteen (15) days of June 30 and December 31 annually.
- 1.10 Updated geospatial files submitted at end of contract term.

Task 2: Botanical Surveys and Report (BLM Land)

- 2.1 Botanical Survey Report (for federal (BLM) land).

Task 3: Cultural Resource Surveys and Report (BLM Land)

- 3.1 Cultural Resources Inventory Survey Report (for federal (BLM) land).

Task 4: Raptor Surveys and Report (Entire Project Area – BLM and Private Land)

- 4.1 Raptor Survey Report(s) (for federal (BLM) and private land).

Task 5: California Spotted Owl Biological Assessment (BLM Land)

- 5.2 California Spotted Owl Biological Assessment (for federal (BLM) land).

Additional Considerations

The Parties understand and agree that Yuba Watershed Institute (Contractor) may subcontract out for technical support as needed to achieve the objectives delineated in the SOW. 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 from 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 with clear project milestones and associated dates, 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 within 15 days of contract execution** and be kept in the Contractor's possession during project implementation.

Site Inspection and Monitoring

The County of Nevada reserves the right to request for site inspection and inspection of deliverables of the project as needed to ensure the Project is meeting requirements, throughout the duration of the project to be completed by the Project Manager(s) and/or their designee. The funder, SNC, reserves the right to request for site inspection. If either the County or funder inspection concludes that the work 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

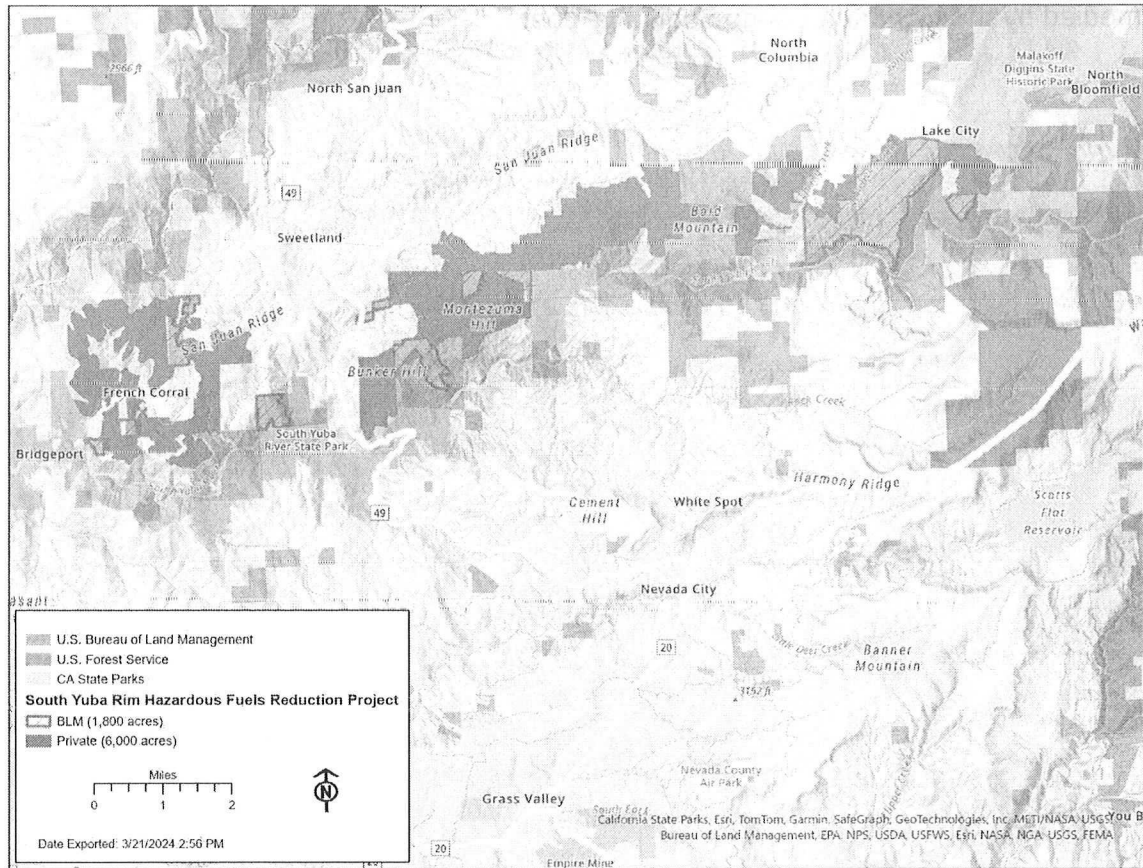


EXHIBIT B - SCHEDULE OF CHARGES AND PAYMENTS

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 SNC #1512 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 (\$179,201.00)

Invoices

1. Yuba Watershed Institute shall submit to the County of Nevada invoices on a quarterly basis delineating all costs by Task # and Item as specified in the project budget.
2. Applicable back-up documentation associated with the invoice shall include receipts for all materials and supplies, all staff-time shown by number of hours worked and hourly rate, timesheets, and invoices for all contractor or subcontractor services.
3. Invoices shall be accompanied by monthly Written Report-Outs (3 reports per quarter) describing the work completed by Task# and Item, with photos (as applicable), not to exceed two pages.
4. County of Nevada will review submitted Invoices and Written Report-Outs 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 Yuba Watershed Institute to revise. The County of Nevada will have seven business days to review revised submissions.
5. Approved invoices are payable within 30 days.

Invoice Schedule

Contractor shall submit Quarterly Invoices and Written Report-Outs (3 reports per quarter) to the County of Nevada by the 7th of each month following the end of the quarter.

2024	2025	2026	2027
	January 7, 2025	January 7, 2026	January 7, 2027
	April 7, 2025	April 7, 2026	March 7, 2027 (FINAL)
July 7, 2024	July 7, 2025	July 7, 2026	
October 7, 2024	October 7, 2025	October 7, 2026	

Invoice Back-Up Documentation Detailed 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 Yuba Watershed 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 Yuba Watershed 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 project tracking number "SNC #1512" shall appear on all invoices.
10. Invoices shall denote the Task(s)# and Item 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.).

Required Reporting

Each invoice submission shall be accompanied by the corresponding Written Report-Outs (3 per quarter).

Payment will be withheld if reporting requirements are not met and/or sufficient back-up documentation is not submitted with invoices. 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 June 30th of 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: courtney.personeni@nevadacountyca.gov and
IGSAdmin@nevadacountyca.gov
Phone: (530) 265-1225

Payment Schedule

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

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

Project Budget

Direct Project Costs	SNC Funding
Contractual, YWI (Project Management)	\$25,727.00
Contractual, YWI (Botanical Surveys)	\$19,750.00
Contractual, YWI (Cultural Resource Surveys and Report)	\$35,000.00
Contractual, YWI (Raptor Surveys and Report)	\$85,000.00
Contractual, YWI (California Spotted Owl Biological Assessment)	\$12,000.00
Travel	\$1,724.00
TOTAL	\$179,201.00

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

Fuel Reduction Modules	Rates	Unit	Description
Mastication	\$312.50	Hour	Machine, Operator, Mobilization (All Fuel, Supplies and Support)
Tracked Chipper Module (small)	\$125.00	Hour	12" Machine, Operator, Mobilization (All Fuel, Supplies and Support)
Tracked Chipper Module (Medium)	\$375.00	Hour	15" Machine, Operator, Mobilization (All Fuel, Supplies & Support)
Tracked Chipper Module (Large)	\$437.50	Hour	18" Machine, Operator, Mobilization (All Fuel, Supplies & Support)
Tow Behind Chipper Module	\$ 100.00	Hour	Tow Vehicle, Chipper, Operator, 4-man Feeding Crew (All Fuel, Supplies & Support)
Grinder Module	\$625.00	Hour	Grinder, Excavator, Skid Steer, Operator(s) (All Fuel, Supplies & Support)
Biomass Hauling Module	\$125.00	Hour	Truck, Loader, Operators, Mobilization (All Fuel, Supplies & Support)
Hand Crew Module	\$200.00	Hour	Four-person crew, tools, transportation (All Fuel, Supplies & Support) *Can be billed as individual staff with a ratio of no more than 1 supervisor per three crew with total NTE \$200/hour for 4 staff.

Overhead	Personnel Rate	Unit	Description
Registered Professional Forester	\$ 130.00	Hour	Registered Professional Forester Services
Non-RFP Forestry Technician	\$ 70.00	Hour	Forestry Technician working as a Supervised Designee
Resource Specialist and Advisors	\$ 100.00	Hour	Biologists, Archeologists, Monitors, Surveyors, Accountancy, etc.
Resource Assistants	\$ 30.00	Hour	Assistants to Resource specialists and Advisors
Timber Faller **	\$ 210.00	Hour	Falling of Hazardous Trees of the Class B (trees up to 20 inches) and Class C level (trees 20" and up.)

NOTE: Timber Faller ** is subject to prevailing wage requirements.

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. **(Not required if contractor provides written verification it has no employees).**
- (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. **(Note – all deductibles and self-insured retentions must be discussed with risk, and may be negotiated)**
- (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: **(note – should be applicable only to professional liability)**
 - 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 policies 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.

Contractor Name Yuba Watershed Institute

Description of Services Sierra Nevada Conservancy South Yuba
Rim Hazardous Fuels Reduction Project

SUMMARY OF MATERIAL TERMS

Max Annual \$179,201.00 **Required Match:** \$0
Price:
Contract Start 5/28/2024 **Contract End** 2/28/2027
Date: **Date:**

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:
IGSAdmin@nevadacountyca.gov
Phone: (530) 265-1705

Yuba Watershed Institute
Address: 305 Railroad Ave, Suite 2
City, St, Zip Nevada City, CA 95959
Attn: Chris Friedel
Email:
chris@yubawatershedinstitute.org
Phone: 530-955-1822

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'n ☐ Other

EDD
Required
Yes ☐ No ☒

Worksheet

No ☒

ATTACHMENTS

Exhibits

Exhibit A: Scope of Work, Site Map
Exhibit B: Schedule of Charges and Payments
Exhibit C: Project Budget
Exhibit D: Contractor Not to Exceed Rates
Exhibit E: Insurance Requirements

Appendices

Appendix A: Disbursement Request Template
Appendix B: SNC Managing Your Grant Handbook
Appendix C: SNC Invoice Checklist

Contractor: Yuba Watershed Insitute

[illegible]



SIERRA NEVADA CONSERVANCY

Managing Your Grant Handbook

Creating Success with Your
Sierra Nevada Conservancy Grant Project

Summer 2021

If you have any questions regarding this material, contact your SNC Project Lead.

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1. INTRODUCTION

Congratulations on your Sierra Nevada Conservancy (SNC) grant award. The staff of the SNC is looking forward to working with you to successfully complete your project. You will be assigned an SNC contact person, referred to as your "Project Lead" (PL), to coordinate with you throughout the term of your project. The Project Lead is often the SNC Area Representative for the subregion in which the project is located.

This booklet is intended as a supplemental reference to your grant agreement to provide guidance and answer questions that you may have concerning implementation of your grant. In this booklet, you will find essential elements of effective grant management processes and tools to properly record, control, monitor, and report on the activities and progress of your project as set forth in your Agreement.

The SNC Website contains a Managing Your Grant page (<https://sierranevada.ca.gov/funding/snc-grants/manage-your-grant/>) that provides information and current documents related to managing active grants.

Important items to remember while managing your grant are:

- **Read and Understand Your Agreement** – use it as a reference for questions as they come up. If in doubt, contact your Project Lead. Your PL is there to assist throughout your project.
- **Pay Special Attention to Details on Invoicing and Reporting** – these are areas that can create unnecessary delays for timely payment and substantially more workload for everyone involved.

Please be aware that this Handbook is intended to provide general guidance only; all terms and conditions in the individual program guidelines and grant agreements supersede information contained in this Handbook. **This is especially notable if your SNC grant is funded through programs administered by other agencies or organizations, as those programs and agencies will have their own requirements and guidance.**

2. ROLES AND RESPONSIBILITIES

It is important to know and understand the roles and responsibilities of the people involved in implementing your grant project. The term “Grantee” will be used throughout this manual in reference to your organization.

Grantee Personnel Managing and Implementing Your Grant

Please make sure the contact information you provide for your organization’s representatives is kept current with SNC. If you change personnel or contact information, contact your Project Lead immediately.

Authorized Representative

Your organization’s Authorized Representative is the designated signatory of your organization who is responsible for the oversight and completion of your project, including the administration of grant funds in a manner consistent with project objectives and the terms and conditions of your grant agreement.

Day-to-Day Contact

The Day-to-Day Contact works with or for your Authorized Representative and often attends to detailed tasks of your grant. This person provides day-to-day operational contact with your PL.

Contractors/Consultants

Contractors and/or consultants work under subcontract at the direction of your organization. You may be required to provide a copy of contracts you are using to accomplish this grant project for SNC files. Subcontractor invoices (and all backup documentation) will be required when submitting payment requests to the SNC.

SNC Personnel Administering Your Grant

Project Lead (PL)

This person maintains regular contact with you, conducts site visits, reviews and approves progress reports and invoices, and facilitates any necessary changes and approvals (including amendments), to your agreement. They are also available to assist you with outreach and media events. The SNC Area Representatives often serve as Project Leads.

Unit Manager (UM)

This person provides guidance to PLs and reviews any proposed agreement changes, amendments, final reports, advances, final invoices, and all acquisition/escrow documents (when applicable) before authorizing payments.

Grants Team and Administrative Staff

This team of SNC staff reviews and processes all disbursements, agreements, and amendment documents related to your grant funds.

3. YOUR AGREEMENT AND ITS COMPONENTS

Your grant agreement is a legal document that is written to include all expectations and commitments, including mandated state and SNC requirements for the use of public bond funds for your project. **Review your grant agreement with your PL in order to be aware of and understand all parts of the agreement.** Your PL will be available to answer questions or provide clarifications at any time during the term of your grant.

Signature Page

This contains language concerning the grantee (your organization) and grantor (SNC), bears original signatures, and identifies the duration, total amount, and exhibits attached to the agreement. Once the SNC Executive Officer or their designee signs the agreement, it has been executed and grant funds may be expended. No costs incurred before the agreement is signed may be charged to grant funds.

Body of the Agreement

This contains your legal obligations for managing your grant. The agreement may include special provisions that apply to a specific grant. Read your agreement for the provisions that apply to your project.

Exhibit A

This contains the project description, scope, deliverables, project timeline, and budget as approved by the SNC Governing Board. Information contained in the Exhibit A cannot be modified without first consulting with your PL. In some cases, the change may result in the need for a formal agreement amendment. Changes made prior to SNC approval could delay or prevent reimbursement of expenditures. Please see Section 4: Changes to Your Agreement.

The Exhibit A identifies all reporting requirements – these reports are considered deliverables for your grant and include:

- Progress reports
- Final report
- Performance measures report (may be included with final report)

Please note that reports and deliverables must be submitted according to the schedule in the Exhibit A of your agreement. Overdue or incomplete reports can delay reimbursement of grant expenditures.

Additional Exhibits

Depending on the nature of the projects, some agreements will include additional Exhibits. These may include specific requirements related to the California Environmental Quality Act.

Acquisition Project Agreements

Acquisition project agreements include Exhibits specific to the individual projects, but generally include:

- Property Description
- Notice of Unrecorded Funding
- Acquisition and Escrow Requirements

Your PL will provide a checklist of documents that SNC requires prior to authorizing payment for acquisition projects.

4. CHANGES TO YOUR AGREEMENT

To avoid delays in project approvals or reimbursements, contact your PL as soon as you become aware of any needed changes to your grant agreement. The process for approval and execution of any changes to the agreement terms can take 60 days or more. This approval and execution must be in place **before** implementing any changes. Failure to contact your PL for approval of revisions before they are implemented may affect the approval and reimbursement of expenditures.

Minor revisions are completed through an administrative approval process, while more substantial revisions require a formal amendment, and may require SNC Board approval. The sections below outline the standard process for various changes, but SNC will make a determination as to the appropriate process to follow on an individual basis.

Minor Revisions

Budget Changes

The budget is prepared based on the proposed budget in your application, modified as necessary with approval by SNC. Your agreement requires grant funds to be spent in the manner described in the Exhibit A line-item Budget Categories. Due to unforeseen circumstances, changes may be necessary during the life of your project. Below are the restrictions and process for informal changes (without processing a formal amendment). (Note: Budget modifications should be discussed with your PL prior to any actions being implemented.)

- With the approval of your PL, expenditure overages of a budget category (excluding the administrative expense category) up to 10 percent are permitted as long as the change does not affect your overall grant budget total, alter the scope of work, or adversely affect the project deliverables. Contact your PL prior to any over-expenditure to ensure that it will not adversely affect your project or delay reimbursements. Project Lead approval is given by approving the payment request which includes the overage (this is after the PL approves completed work and the submitted invoice).
- Any cumulative increase in a budget category or transfer between budget categories of more than 10 percent from your original budget must be approved in advance in writing by the SNC. Before expenditures exceed any budget category, you must contact your PL to evaluate what category(s) funds can be drawn from without affecting your scope of work or completion of deliverables. Once your request is approved, a revised Exhibit A will be created and sent to you for your files. The budget categories on your Request for Payment (RFP) forms must not be adjusted until the revised Exhibit A is processed. Once the

revised Exhibit A is approved, all requests for payment must use the new budget line-item categories.

- As Administrative Costs are determined by percentage of direct project costs, funds may not be transferred to increase total dollars in the Administrative Costs indirect budget category.
- Failure to obtain SNC approval in advance of any budget change may result in denial of affected reimbursement claims.

Schedule Changes

Written progress reports and/or documentation of deliverables shall be submitted as noted in the Project Schedule of the Exhibit A. Your project must be completed within the timeline set forth in the Exhibit A. Revisions to the timeline which do not extend it past the Project Completion Date as set forth on the signature page may be made through consultation with your PL and upon written approval from SNC. Contact your PL for review and approval of any proposed revisions to the Exhibit A Project Schedule.

Formal Amendments

Any deviation from the agreement should always be discussed with your PL prior to implementation. In cases where this action will require an amendment, a formal request must be submitted. This request, along with justifications, must be submitted as a signed request on your organizational letterhead and emailed to your PL.

If approved, your PL will assist you in revising your agreement and the development of any other necessary documentation. Your amendment packet will be sent to you along with a signature page noting the changes, as well as the amended Exhibit A. The packet will include instructions for processing your amendment.

The formal amendment process normally takes six to eight weeks, or longer if SNC Board approval is required. Below are examples of changes that may require a formal amendment.

Scope of Work Changes

Minor alterations to a Scope of Work are sometimes necessary and should be brought to the attention of your PL as early as possible so that a determination can be made as to whether a formal amendment is needed. Prior to implementing any change to the Scope of Work, please submit a written justification and details of alterations for SNC approval. In some cases, revisions to a scope of work may require SNC Board approval, which may take as long as five months. Be sure to contact your PL as soon as the need for the potential change is identified, as this can be a lengthy process.

Project Completion Date Extension

Grant agreements are written to include an extended timeframe for project completion that represents the availability of bond funds for that particular grant funding cycle. As a result, project completion date extensions may not be available. It is very important that you plan your work schedule to have the grant completed by or in advance of the dates detailed on the signature page of the grant agreement. **Please contact your PL as early as possible if you believe your project may not be completed by the Project Completion Date.**

Grant Augmentations

In extreme cases, a request for an augmentation of funds may be submitted. These are limited to up to 10 percent of the total of the original grant amount and are approved only in rare circumstances, subject to funding availability. **Please contact your PL if you believe an augmentation is necessary for the successful completion of the project.**

5. REPORTING AND DELIVERABLES

Your Exhibit A provides a schedule of reporting and deliverable dates. It is a good idea to create a calendar reflecting the important dates in your project schedule, in coordination with your PL. This will assist you in tracking project milestones and alert you to the need for any changes or adjustments. It is important to check in with your PL on a regular basis (monthly to quarterly), even if your project is moving along according to plan. If you are falling behind on your reporting schedule and/or deliverables, contact your PL immediately to determine what corrective actions are necessary.

Progress/Final Reports

The approved SNC Progress and Final Report forms are on the SNC Managing your Grant webpage (<https://sierranevada.ca.gov/funding/snc-grants/manage-your-grant/>). Any forms not available on the website can be requested from your PL.

Items that must be included in these reports are:

- A narrative description of the project's progress dated from the last reporting period. If no changes have occurred within the project, report no change, and identify why no progress/changes have been made.
- A project deliverables status update
- The current status of grant budget and actual costs
- Descriptions of any unanticipated occurrences (either positive or detrimental), and what next steps are anticipated
- Any other information required by your agreement exhibit(s)

Please note that all required progress and final reports (identified in the Exhibit A) are specific deliverables of your grant. These must be submitted on the schedule identified in the Exhibit A, even if you have not submitted any expenditure reporting or no changes occurred within your project.

6. FINANCIAL MANAGEMENT & COST DETAILS

Your fiscal or accounting official is responsible for ensuring that all accounting systems used to manage grant funds conform to generally accepted accounting principles and perform the following functions:

- Track grant revenues and expenditures, including labor costs.
- Clearly identify grant expenditures within authorized budget category line items.
- Provide a complete accounting of the fiscal activity of your project. Records that contain grant information are to include total grant amount authorized, obligations, outlays or expenditures, unobligated balances, income, and interest earned.
- Demonstrate that costs are limited to those that are specific to and authorized in the grant agreement and are backed up by invoices that show actual (not budgeted) costs.
- Contain accounting records that are detailed enough to document and record all grant costs distinctly and accurately.
- Are maintained so that records of grant expenditures are kept for three years from the date the final closeout form is signed by your SNC PL and the Unit Manager (UM) Records should include copies of all documentation and an itemized list of expenditures for each billing period.

Cost Details (Allowable and Non-allowable Costs)

Below is a listing of the types of costs that may be applicable to your project. All allowable costs must be necessary for the completion of your project and consistent with the agreement:

Advertising and Public Relations Costs

Costs of specific activities or accomplishments necessary as part of the outreach effort for the project are allowed if allocated in your agreement's Exhibit A budget. Communications necessary to keep the public informed on matters related to the performance of grant objectives are also allowed.

Publications and Printing Costs

Costs of meetings and conferences that are part of your project deliverables and allocated in your Exhibit A budget. These can include the cost of displays, informational materials, demonstrations, and exhibits. Also allowed are the costs of meeting rooms, special facilities used, and contractors/personnel costs for preparation and

presentations. Note that costs of food, beverages, entertainment, gifts, and gratuities are not allowed.

Travel Costs

In-state travel expenses necessary for the implementation of the project and to fulfill the deliverables of the program may be allowed if budgeted in your Exhibit A budget. Costs must meet the requirements in the agreement and outlined below:

- Expenses for transportation (including mileage reimbursable at Internal Revenue Service standard mileage rate in effect for that time period).
- Lodging, and related expenses incurred by employees and consultants for project-related travel. SNC will reimburse at actual costs not to exceed the rates provided in Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 of the California Code of Regulations (CCR).

Note that costs of entertainment, refreshments, gifts, and gratuities are not allowed.

Personnel Costs

Any Requests for Payment (RFPs) for this category of costs should contain only the direct compensation for salaries and fringe benefits defined below for staff time spent directly on related activities for your SNC grant project. Reasonable compensation will be reimbursed to the extent that it is consistent or comparable to market rates paid for similar work.

Personnel costs shall be equal to the actual compensation paid to staff. This must be based on actual time worked and documented (not budgeted amounts) through timesheets showing date and hours worked on project. Timesheet documentation must be signed by an official of your organization.

Employer expenses (costs) for Social Security, employee health benefits, unemployment and disability insurance, workers compensation, or pension/retirement contributions (to approved plans) are eligible for reimbursement.

Personnel costs can include activities such as reporting and project management. Costs that are not direct project costs, such as general accounting, legal, and clerical costs for the administration of your organization, would be included in your administrative overhead costs. Refer to Addendum A: Administrative Expenses & CAP References for further detail.

Equipment

Unless otherwise stipulated in this agreement or purchased with funding other than state funding, all equipment purchased or reimbursed with agreement funds must meet the criteria in Addendum B: Equipment Purchases. SNC will determine the appropriate future use of purchased equipment that will provide public benefit beyond the term of your grant agreement, and the use of which is consistent with the requirements of the

source of funding used for the purchase of the equipment, may, at the approval of the SNC, be retained by your organization for that purpose. Upon project completion equipment purchased at \$5,000 or over must have a depreciation schedule to include with closeout documents.

Equipment purchase requires a formal process that must have prior approval by the SNC. Refer to Addendum B: Equipment Purchases for further details.

Materials and Supplies Costs

These include costs incurred for materials, supplies, and fabricated parts actually used and necessary to the operation and performance of your project.

- Purchased materials and supplies shall be charged at their actual prices, less any discounts or applicable credits.
- Withdrawals from general stores or stockrooms should be charged at the actual net cost.

Administrative Expenses

Eligible administrative costs are shared costs associated with the administration of an organization. Typical examples of shared costs for many nonprofit organizations may include depreciation or use allowances on buildings and equipment, the costs of operating and maintaining facilities, general expenses, and general administration such as the salaries and expenses of administrative staff and accounting. Percentage of administrative expenses may not exceed the amount set forth in your Exhibit A budget.

Projects submitting administrative expenses for reimbursement must be able to document the appropriateness of the expense. For projects receiving funding from more than one organization or for organizations administering multiple grants, the distribution of administrative costs among all funding sources must be supported by a valid Cost Allocation Plan (CAP). The CAP must include a description of costs charged to administration, as well as the method of allocating each type of cost to the various funding organizations and/or projects.

It is recommended that you work with a certified public accountant to develop an appropriate method for calculating overhead rate and determining what overhead costs may be allocated to the grant. It is the responsibility of your organization to maintain appropriate records for all overhead costs and have them available in case of an audit.

Refer to Addendum A: Administrative Expenses & CAP References for further detail.

Non-Allowable Costs

The following is a partial list of costs that are NOT eligible for reimbursement under SNC's Grant Programs:

- Any expenses incurred before a grant agreement is executed or after the project completion deadline, as identified in the grant agreement
- Costs associated with fundraising, including grant-writing expenses
- Food or refreshments not part of per diem or food costs included in contractors engaged in project implementation
- Alcoholic beverages
- Entertainment costs
- Contributions and donations, including cash, property, and services to others, regardless of the recipient
- Costs associated with legal defense funds or endowments
- Fines, penalties, damages, and other settlements resulting from violations or non-compliance
- Establishing or increasing a legal defense fund or endowment

Eligible costs may vary, depending on the program and funding source. Please refer to the program guidelines and the specific grant agreement for eligible costs specific to each project. In addition, costs not recovered under one grant cannot be billed to another grant. Expenses that cover more than one project must show the allocation between projects on the invoice documentation. Otherwise, this could be considered double-billing, and will be caught in an audit.

Leverage and Matching Funds

Please note that SNC does not require match or leveraged funds and does not have require grantees track these funds through our financial management forms. You should be keeping a record of all match or leveraged funds engaged in the project for your own records. SNC will ask for a description of match funds involved as part of the final report. If the original proposal included a promise of match funding, then an auditor may ask for records, even if it was not part of the grant agreement.

7. DISBURSEMENT OF GRANT FUNDS TO GRANTEE

Grant funds are disbursed for eligible costs on a reimbursement basis or, in certain cases, through advances. You should work with your PL at the start of the grant to determine if you will proceed on an advance or reimbursement payment basis. The same payment basis must be used through the full term of the grant agreement, unless SNC approves a change in basis.

Payment requests with reporting of expenditures on your project are required for payment and should be submitted on a regular basis. You may submit payment requests as often as once a month and should submit no less than quarterly.

There is a 10 percent retention of expenditures as stated in your agreement. For reimbursement payment requests, 10 percent is subtracted from your total reported expenditures on the request for reimbursement payment form. On an advance basis, the 10 percent will be withheld when the total of advances are billed. The total retention accumulated will be held until project completion and the close of the grant, when all project reports and deliverables have been submitted and approved by your PL and the UM.

Please note that the 10 percent retention does not apply to escrow payment requests made under acquisition grant agreements. Please see [Section 10: Acquisition Projects](#) for further detail on acquisition grants.

Advance Funds and Interest Income

Advance Request

Advances, if warranted, may be authorized at the discretion of the SNC. To request an advance, first contact your PL to discuss the compelling need and SNC requirements. If the PL determines an advance is warranted, they will provide an Advance Request Form for you to complete and submit with signature.

- Follow the instructions provided to complete the form for your project. Any questions related to the form should be directed to your PL.
- Your PL and UM will review and approve a final amount up to your requested amount. Your final amount approved by SNC will be noted in the last box (box 9).
- Your PL will notify you the amount of your advance once your request is approved and submitted for payment.

Your agreement allows for three advances at 30 percent of total grant award per advance, with the combined balance of all advances totaling to 90 percent of your total grant amount. The remaining 10 percent is retained until project completion. Your PL

will provide a final closeout form with the retention amount at closeout for release of the retained funds. This 10 percent retention is requested at the close of the project.

Please note that various programs may have different rules regarding advance eligibility and amounts; the guidelines and grant agreement for each individual program takes precedence over the guidance in this Handbook.

Advance Expenditures

To document expenditure of advanced Grant Funds, no later than 90 days after each withdrawal of advanced funds, you must submit to SNC a completed Advance Expenditure Report / Request for Payment (RFP) for the amount withdrawn and all supporting documentation.

The SNC will use the following process for purposes of providing a 10 percent retention for advanced funds:

- After providing the first advance of grant funds, SNC will not provide a second advance until the project has expended the entire amount of advanced funds, plus non-SNC funds in an amount equal to 10 percent of the advance amount.
- After providing the second advance of Grant Funds, SNC will not provide a third advance until entire amount of advanced funds have been expended, plus non-SNC funds in an amount equal to 10 percent of the total amount of funds advanced to date.
- After providing a third advance, SNC will not disburse any additional Grant Funds until the Project has been completed and is in compliance with the Project Completion section of this Agreement. If only one or two advance payments have been requested, SNC will determine how to provide for the 10 percent retention for the advanced amounts.

Within 30 days after completion of the Project or the Project Completion Date, whichever is sooner, any advanced Grant Funds plus any interest earned that has not been expended shall be returned to SNC.

Interest Earned on Advances

Grant funds advanced must be maintained in a **separate interest-bearing account**. Interest earned on your grant funds must be reported, with supporting documentation, on every RFP submission and is applied to the advance balance. All expenses reported will be credited against the combined balance of the advance and interest.

Reimbursements

If managed on a reimbursement basis, you will submit a Request for Payment (RFP) with supporting documentation which details allowable expenditures for which you are

requesting reimbursement. Upon review and approval, SNC will provide reimbursement, minus 10 percent of the approved amount. The 10 percent retained from each reimbursement will be paid upon successful completion of the project.

You may submit payment requests as often as once a month and should submit no less than quarterly.

Creating Your Request for Payment (RFP)

Please contact your PL for the current RFP form. The electronic RFP will automatically calculate several things for you: your budget balances, percentages of the grant award spent, sub-totals and totals, 10 percent withholding, and advance balances (if applicable). *If you manually change any of these items, it will interfere with the form's ability to track properly in subsequent requests.*

- Fill in the information in the top portion. List your budget categories and amounts referring to your Exhibit A budget. Your budget amounts are not to be changed from the Exhibit A budget. If changes are needed, contact your PL for Exhibit A revisions (Refer to [Section 4: Changes to Your Agreement](#)). Once you receive the approved revised Exhibit A, update the Budgeted Expenses column on the RFP form.
- Include a detailed summary listing of all expenditure documentation by budget category. Label your supporting documentation, noting the budget line item on each document.
- Backup documentation you will need includes timesheets, invoices and receipts, mileage reports, subcontractors and consultant billings/contracts that clearly identify time spent per project, and any other items used to justify expenses listed on the RFP form. Refer to the Cost Details section.
- Make sure the dates on the invoices you are submitting for reimbursement fall within the dates of your reporting period. Documentation that is missing or incomplete can delay approval of your invoice.
- If documentation contains expenditures not associated with your project, highlight SNC items to differentiate between SNC expenses and other expenses with margin notes if necessary. Any documentation of project activities that is included in RFPs must also be reflected in your scheduled progress reports. Incomplete or unidentifiable documentation will delay approval and payment.
- Your Authorized Representative must review and sign each RFP.
- The signed RFP, detailed summary, and all backup documentation must be emailed to your PL.

SNC Review Process for Payment Requests

The SNC will review and evaluate each Request for Payment (RFP). All RFPs are for either reimbursement of your expenses from the grant award, or documentation of advance expenditure with request for the next advance. The best practice is to submit RFPs at least quarterly, due to the time necessary to process reimbursement. The process from approval of a payment request to issuance of payment from the State Controller's Office can take 45 to 60 days. The process sequence is as follows:

- Payment request (RFP, Advance Request, Request for Final Payment, and/or Release of Retention Request) is received and documented.
- Staff review documentation for completeness, accuracy, compliance with project objectives, deliverables, schedules, and reporting requirements, as well as compliance with Project Budget (Exhibit A of grant agreement).
- Upon SNC approval, SNC submits the RFP to the State Controller's Office for payment processing.

Incomplete documentation will give cause to dispute your payment request and can delay the payment process.

8. PUBLIC RELATIONS / OUTREACH / EVENTS / ACKNOWLEDGEMENT

The SNC would like to recognize your success and help you to publicize the progress of your project. Be sure to inform your PL in advance of any events or significant activities related to your grant. This allows your PL to coordinate with SNC's Communications Team to prepare and distribute media releases, when appropriate.

The SNC can also work with you to create signage, write and publish joint media releases, and help to organize and attend any formal ceremonies that celebrate completion of your project. Please contact your PL well in advance if you would like to include the SNC Executive Officer (or designee) at an event.

For all implementation projects, one or more signs must be installed at the project site that identifies the project, displays the SNC logo and the logos of the funding source supporting the project, and acknowledges SNC assistance using the language found in the Grant Agreement. Please ask your PL for digital copies of all applicable logos. Your PL will also be responsible for approving your sign plan, so please plan to work closely together on the sign requirement.

Additionally, SNC support should be acknowledged in any publications, studies, and reports that are completed as a result of your SNC grant. Acknowledgement should also be made in any project-related press releases, brochures, seminars, promotional materials, and, where possible, in media attention. The Grant Agreement includes required language specific to each project.

9. PROJECT COMPLETION & CLOSEOUT

As your project draws to a close, it is important to give yourself enough time to prepare a thorough Final Report and Request for Final Payment, and complete supporting documentation. The total retained funds cannot be paid until the Final Report, deliverables, and Request for Final Payment have been submitted and approved by your PL and UM. The sooner you submit all requirements correctly and on time, the sooner your retention will be released. A closeout site visit by your PL may be required.

SNC will reconcile the final budget expenditures submitted in your final RFP and provide notification of any adjustment to your final budget expenditure amounts.

Final Deliverables

Review your Exhibit A to ensure all deliverables that were expected are complete and submitted. Make sure your PL has the same list and the same documents.

Closeout Site Visit

Before a site improvement project can be considered complete, a representative from the SNC (usually your PL) must visit your site and inspect your project. The project is marked complete by your PL only after all questions are resolved.

Grant project sites will be visited prior to closeout, except for acquisitions, planning projects, or projects with no ground connection (training, education, outreach, etc.). Your PL and UM will determine if your project requires a final site visit (see guidelines below). Your PL will work with you to schedule a final site visit timed to occur PRIOR to approval of your final reports and closeout invoice.

During final site visits, PLs will document all observable results produced by the project. The use of photographs, measurements, or other means to document results is encouraged. A final site visit form is used to document the site visit and all observations. If all project expectations have been met, your PL will approve your invoice and provide the final closeout form for signatures and retention release.

Final Report with Performance Measures

Upon project completion, the project work location/boundaries, performance measures as described in your Exhibit A, and extent of work area completed for Implementation projects must be documented and included with your Final Report. Documentation will include mapping and/or photographic evidence to substantiate completion of the project

as described in your grant agreement. Contact your PL for any questions on acceptable documentation.

Complete your final report using the SNC Final Report form. Fill out the information requested on the form fully and completely. This form will serve as the public record for your grant and will be published on the SNC website. You may receive a request for more details from SNC. Your Final Report should be accompanied by a Progress Report that covers up to the last six months of your project.

Performance Measures

Information on the measurable, quantitative deliverables for your project is required. Your Exhibit A clearly outlines the specific performance measures (<https://sierranevada.ca.gov/funding/snc-grants/manage-your-grant/performance-measures/>) you are required to report on. Contact your PL with any questions.

Invoicing Requirements/10 Percent Retention and Payment

During the time you have been requesting payments from your grant, the SNC has withheld 10 percent from each payment. This money will be issued to you upon approval of your final documentation, final invoice, and Project Closeout and Retention Request form. Please note that SNC develops the Project Closeout and Retention Request form, and your PL will send you the form after receipt of the Final Report, when the project is deemed complete.

Project Closeout Timing

Two to three months prior to your project completion, contact your PL to discuss any issues known to be outstanding, confirmation of the date that funding ends, and the date that final documentation and invoices are due to the SNC. If you have purchased equipment with grant funds, submit an inventory of all equipment purchased by grant funds to your PL, with suggestions on the disposition of your equipment.

Problem Identification & Resolution

Your PL and UM can work with you to resolve closeout issues/extension requests before the closeout date. Close and frequent communication may be required to bring projects to a successful conclusion during this time. You should review your grant terms and conditions, as well as deliverables required for each project, to ensure all are complete.

If, upon closeout, your project is found to be incomplete, the specific deliverable(s) and extent of completeness must be documented on your project's Final Report.

The following steps will be taken:

- Your organization must submit a signed letter to your PL explaining the lack of performance according to the grant agreement. This must include a description of the status of funds advanced, the interest on any unexpended advanced funds, what deliverables have been completed, what equipment has been purchased with grant funds, and the disposition of said equipment.
- Your PL will then prepare an analysis and draft recommendation, which is sent to the UM. In the absence of communication from your organization, your PL will perform the analysis based on the information available.
- The UM and PL develop a final recommendation on action(s) to be taken, which is then submitted to the SNC Executive Officer.
- You will be notified by the PL regarding the remedy required for your project.

Upon Closeout

As final closeout invoices, documentation, reports, deliverables, and site visits (if required) are approved, PLs will send out a final closeout form that provides the date documents were approved, a full reconciliation of all expenditures, and the final retention amount that will be released. Once your organization receives this form, you should reconcile the expenditure amounts with your records. If the form is correct, it must be signed and returned to your PL for SNC signatures.

Returning Funds to SNC

There are times when a grantee will be required to return funds to SNC. Examples include funds that were advanced but not required for project completion, incomplete projects, and Department of Finance audit disallowances of expenditures. In these cases, you will be notified by the SNC and provided a form with the amount to be returned. In all cases, checks for returned funds should be made payable to **Sierra Nevada Conservancy** and mailed to:

Sierra Nevada Conservancy Administration
11521 Blocker Drive, Suite 205
Auburn, CA 95603

When submitting your check, the following information needs to be included:

- Organization name
- Agreement number
- Project name
- Amount returned
- Why returning (e.g., refunding unused advance funds, etc.)
- A copy of signature page(s) of grant agreement

10. ACQUISITION PROJECTS

Acquisition means the purchase of fee title or any partial interest in real property, including an easement or leasehold interest.

Acquisition Coordination

Please assure that your PL is aware as early as possible of all funders that may play a role in the property interest acquisition. Each funder may have different requirements, and it is essential that SNC coordinates closely with other funders to assure all requirements are met and do not conflict.

Acquisition Documents

Before any grant funds will be released into an acquisition escrow account, your PL must affirm that all related transaction documents have been reviewed and approved by the SNC. The SNC evaluates your documents for consistency with your agreement and completeness pertaining to your organization's acquisition of property. The documents required will vary depending on the nature of the acquisition project, but may include:

- Current appraisal with completed review and approval by the California Department of General Services (DGS). The SNC will facilitate the DGS review.
- Preliminary Title Report
- Environmental Assessment
- Baseline Conditions Report
- Monitoring and Reporting Program
- Conservation Easement
- Grant Deed
- Notice of Unrecorded Funding
- Purchase and Sale Agreement
- Escrow Closing Instructions
- Other agreements between buyer and seller concerning the transaction.

Submit each document as it becomes available, including in draft form if SNC should be engaged in its development.

Escrow Payment Request

Please contact your PL for the current Escrow Payment Request form. Requests for deposit of grant funds into escrow must be accompanied by:

- A letter on your organization's letterhead, requesting that funds be deposited directly into escrow on your organization's behalf as Grantee. Please see sample language below.
- A STD 204 form completed by the title company, identifying where the escrow payment should be sent.
- Transaction settlement or closing statement
- Approved Notice of Unrecorded Funding
- Final escrow closing instructions.

Please note that deposits to escrow are not subject to 10 percent retention.

Escrow Payment Request Letter

The Escrow Payment Request letter must clearly identify the SNC grant agreement, the dollar amount requested to be deposited into the escrow account, details of the title company and escrow account, and the anticipated date of close of escrow.

Sample language that can be used:

In accordance with the terms and conditions set forth in the Grant Agreement #, the [Grantee] requests that [\$\$\$\$] be deposited into escrow for this acquisition. This amount will be applied to the cost of acquiring all necessary rights to take title to this property.

The warrant for the full amount should be made payable to [Title Company] and mailed to:

Attn: [Escrow Officer]
[Title Company]
[Title Company Address]

The escrow number is (____); please ensure this number is printed directly on the check. We request that this payment be expedited to ensure receipt no later than [anticipated close date].

Timing of Payment to Escrow

Please be aware that SNC approval of acquisition-related documents is an in-depth process, which includes a complete legal review and communication with other funders. Even if SNC has reviewed each document as it is available, and assuming no

complications, it may take 45 days from the submission of all final documents and Request for Escrow Payment Request form before funds are deposited to the escrow account. Please plan accordingly.

Reimbursement of Non-Escrow Project Costs

Some acquisition project grant agreements include grant funds used for purposes other than direct acquisition costs deposited into escrow. These funds are reimbursed after expenditure upon request with the appropriate SNC Request for Payment Form and supporting documentation. Payment requests may not be submitted more often than monthly. All reimbursement payments are subject to retention of 10 percent of each request. SNC will disburse the cumulative 10 percent retention upon satisfactory completion of the project and close of the grant agreement.

If SNC determines, in its sole discretion, that compelling need warrants payment of non-escrow grant funds in advance. If your project is eligible to receive advances, SNC may pay you limited advance payments for eligible costs with appropriate documentation upon a schedule and structure of SNC design. You must work with your PL to determine if an advance is warranted, and the process to follow.

Please refer to Section 7: Disbursement of Grant Funds to Grantee for details on the reimbursement and advance request process.

After Transaction Closing

Within 30 days after closing and recording, submit to SNC a copy of the final closing statement showing final costs and **all** recorded documents, including your recorded and executed Notice of Unrecorded Funding.

11. RECORDS RETENTION AND AUDIT REQUIREMENTS

In accordance with the terms and conditions of your grant agreement, you may be subject to an audit by the California Department of Finance. This is to ensure compliance with the requirements of your grant agreement. It is crucial that you read and comply with the fiscal reporting and documentation requirements within your agreement. Failure to comply with any of these requirements may result in negative findings and an associated loss of funds. Carefully document and justify every expense charged against your grant and keep detailed records that demonstrate the connection between the expense and the project.

Most audits of SNC grants with “findings” have included observations about reimbursements for expenditures that lacked sufficient backup documentation and the need for improved record-keeping and fiscal controls. Some audits included findings related to expenditures that were inappropriate for other reasons (double billing, lack of cost allocation methodology, ineligible costs, and billing for budget amounts rather than actual costs). One audit included an observation related to incomplete tasks.

In accordance with generally accepted government auditing standards, an audit will consist of a review of project files and site visit(s) to determine if your project has stayed within the scope and cost of your project, to ensure that grant expenditures were allowable and supported, and to determine whether grant expenditures were in compliance with applicable laws, regulations, and grant requirements. An auditor will perform the following procedures:

- Interview key personnel to obtain an understanding of your grant-related internal controls.
- Examine the grant files maintained by the SNC, the grant agreement(s), and applicable policies and procedures.
- Review your organization’s accounting records, vendor invoices, pay warrants, and bank statements.
- Select a sample of expenditures to determine if costs were allowable, grant related, incurred within your grant period, supported by accounting records, and properly recorded.
- Perform procedures to determine if other revenue sources were used to reimburse expenditures already reimbursed with grant funds.
- Conduct site visit(s) to verify compliance with your grant agreement.
- Evaluate whether grant deliverables were completed as required by your grant agreement.

Documents that May be Requested by the Audit Team

Your organization must retain all grant source documents and records and make them available for audit for a period of three years following the date of your final reimbursement of grant expenditures or for three years after final disposition of equipment, whichever is later. Records shall be retained beyond this date if audit findings have not been resolved. The following are types of documents the Audit Team may request:

Internal Controls

- Organizational charts
- Written procedures/flowcharts
- Documentation of formula/methodology used to determine administrative overhead percentages

Audit Reports

- Documents covering organizational financial statements, operations, and internal controls

Grant Agreements and Related Documents

- Original agreement and amendments
- Subcontractor and consultant contracts and related documents
- Project progress reports and deliverables

Invoices, Receipts, and Disbursement Documents

- RFP/advance requests submitted
- Invoices and billings from subcontractors/consultants for project costs

Receipts and Disbursement Records

- Receipts/deposit records for grant payments received
- Bank statements and canceled checks showing deposits, expenditures, and interest earned (advances)

What the Audit Team Looks for in the Documentation

When Auditors review the requested documentation, some common items they will be checking include:

- Multiple funding sources
- Documentation on other funding sources
- Double billing multiple funding sources
- Payroll
- Expenses
- Contracts
- Advance Interest Report
- Interest earned is spent on your project or deducted (refunded) from project
- Up-to-Date Reporting
- Reports are submitted to SNC according to project timelines
- Final reports must document important milestones achieved

ADDENDUM A: ADMINISTRATIVE EXPENSES & CAP REFERENCES

Because of the diverse characteristics and accounting practices of nonprofit organizations, it is not possible to specify the types of costs that may be classified as administrative overhead costs in all situations. However, typical examples of administrative overhead costs for many nonprofit organizations include those costs that are determined to be shared costs. These are costs incurred for common or joint objectives, which generally benefit all programs or projects. They cannot be specifically identified with one particular program or project.

Typical shared costs are depreciation or use allowances on buildings and equipment, the costs of operating and maintaining facilities, general office expenses, and general administration, such as the salaries and expenses of executive officers, personnel administration, and accounting.

Characteristics of shared costs are:

- Allocable shared administrative and overhead costs are distributed among all funding sources.
- Shared administrative and overhead cost is allocable to each cost objective receiving a fair share of the benefits (goods or services) for which the cost was incurred.

Projects that have been awarded and have budgets that include overhead, or administrative expense must be able to document the appropriateness of these expenses. A typical method for documentation of administrative overhead expenses is a Cost Allocation Plan (CAP). A CAP is a formal accounting plan used to calculate and document the method for recovering overhead costs. It is recommended that grantees consult with a certified public accountant to develop an appropriate method for calculating overhead rate and preparation of a CAP.

Below are resources that may be helpful:

- Federal Office of Management and Budget Circular No. A-122, Revised May 10, 2004, Cost Principles for Non-Profit Organizations
(https://www.whitehouse.gov/sites/whitehouse.gov/files/omb/circulars/A122/a122_2004.pdf)
- Model Cost Allocation Plan
(<http://www2.ed.gov/about/offices/list/ope/trio/allocation-plan.pdf>)

ADDENDUM B: EQUIPMENT PURCHASES

Please note that the guidance below may soon be updated, as the policy is currently under review.

Equipment purchased or reimbursed with grant funds must be in the agreement budget, have approval from SNC **before** purchase, and be properly documented. Failure to obtain SNC approval may disqualify the purchase for reimbursement.

- Equipment is defined as a tangible item with an individual unit cost of more than \$5,000 and a life expectancy of two years or more. This includes equipment for construction of new facilities, buildings, and structures; additions to and, modifications of, existing buildings and facilities; and the equipment related to such construction. Also included is equipment needed to make physical improvements to land or for construction of a fixed capital asset including, but not limited to, stream and wetland restoration projects, vegetation and fuels management projects, or construction of interpretive facilities.
- Equipment acquisition cost is the invoice price plus the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for the purpose for which it is acquired.
- When equipment is purchased, it shall be inventoried and/or tagged by the grantee for proper identification. Records shall be maintained, and must contain the following information:
 - Description with serial or other identification number
 - Acquisition date and total cost
 - Source of equipment and who holds title
 - Location, condition, and use of equipment
 - Percentage of any other funding source's participation in cost
 - Depreciation schedule
 - Ultimate disposition data, including date of disposal and sale price
- Grantees are required to provide a depreciation schedule for all equipment purchased using grant funds. Once the fair market value of an item of equipment falls below \$5,000, the grantee is no longer required to report on its disposition.

Prior to project completion and grant closeout, SNC will discuss with you the disposition of any equipment that still meets these requirements. Equipment purchased with public funds that continues to provide public benefit beyond the term of the grant agreement and use is consistent with the requirements of the funding source used for the original purchase of the equipment may, at the approval of the SNC, be retained by the grantee for that purpose. This is a formal process that must be approved by the SNC.



Checklist for Sierra Nevada Conservancy South Yuba Rim Hazardous Fuels Reduction Project

SNC #1512

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 Yuba Watershed 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 Yuba Watershed Institute back-up documentation should include approved timecards.
- 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 SNC Agreement Number SNC #1512 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.).

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 have provided your most recent Audited Financial Statements to the County of Nevada.

Remember:

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

County of Nevada will review submitted invoices 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 Yuba Watershed Institute to revise. The County of Nevada will have seven business days to review revised submissions.

The County will make payment for invoices within 30 days after invoices are received **and approved.**