



Subaward Summary Sheet

Subaward Information:

Subrecipient Organization Name: Nevada County Office of Emergency Services

Subaward Number: 498440

Contact information for subrecipient organization:
Name: Alex Keeble-Toll
Phone: 1-530-470-2521
Email: Alex.Keeble-Toll@co.nevada.ca.us

Authorizing Official:
Name: Alison Lehman
Title: CEO

Subrecipient Unique Entity Identifier (UEI)- if available for State and privately funded grants. Mandatory for federal grants : QDDBKGRJTRL5

Subaward period of performance start date (mm/dd/yyyy): May 15th, 2025

Subaward period of performance end date (mm/dd/yyyy): July 31, 2026

Name of Pass-Through-Entity: California Fire Safe Council

Contact information for CFSC (*pass-through-entity*):
Name: Julia Marsili
Title: Grants Manager
Phone: 279-599-2162
Email: jmarsili@cafiresafecouncil.org

CFSC Grant Specialist: Nina Evans

Subaward Amount (amount of funds obligated by this Action by CFSC to the subrecipient):

\$151,500.00

Funding type (select one):

Federal **State** Private Other _____

Is this a Research/Development award?

Yes **No**

**Subrecipient Indirect Costs
Select one of the following:**

Indirect Costs Rate: N/A
NICRA De Minimis Other _____

Allocated Match:

\$ _____ Match Required? Yes **No**

Master Grant Information:

Name of Awarding Agency:

State of California Department of Forestry and Fire Protection (CAL FIRE)

Grant Agreement Number:

5GG23125

Date Awarded to CFSC:

January 22nd, 2025

Total Amount of the Master Grant:

\$10,973,125.70

Master Award Program Description:

The objective of this Grant Program is to provide funding for County Coordinator projects across California, covering administrative costs to hire/staff a County Coordinator position, supporting local practitioner capacity, improving collaboration and coordination among wildfire mitigation groups, and providing technical assistance to support resource sharing and network building. The Project will build on the goals of the original County Coordinator funding cycles, supporting County Coordinators as they 1) maintain a census of all active wildfire mitigation groups in their county, 2) continue to analyze gaps in county-wide wildfire resiliency and emergency preparedness and develop recommendations to fill these gaps, and 3) develop mechanisms to improve outreach and coordination efforts.

May 15, 2025

Alison Lehman
Nevada County Office of Emergency Services
950 Maidu Ave
Nevada City, CA 95959



Dear Alison,

Congratulations! The California Fire Safe Council ("CFSC") is pleased to provide funding for Nevada County Office of Emergency Services's "Implementing the Roadmap to Resilience 498440" project, (the "Project") with UEI number QDDBKGRJTRL5. The Nevada County Office of Emergency Services, hereinafter referred to as the "Subrecipient," enters into this Subaward Agreement (the "Agreement") on the date of the last signature on this Agreement below, following the terms and conditions set forth herein.

Funding for this Project is provided by a grant from the California Department of Forestry and Fire Protection (hereinto referred to as CAL FIRE) as part of the California Climate Investments Program, administered by CFSC. The Project being funded is as described in the Subrecipient's approved application for funding. This Agreement outlines the subaward's procedures and requirements.

The assigned number for this subaward is 498440. Please refer to this number when contacting CFSC about this subaward. Total funding provided for this Project shall not exceed \$151,500.00. Subrecipient shall assume any obligation to furnish any additional funds that may be necessary to complete the Project including, but not limited to, matching funds identified in Subrecipient's Project budget if applicable. This Agreement outlines the subaward's procedures and requirements.

The indirect cost rate for CFSC (the pass-through entity) shall be applied in accordance with the indirect cost rate of up to 15% as approved by CAL FIRE.

The Subrecipient's indirect cost rate shall be: no indirect costs approved. Changes to the approved subrecipient indirect cost rate shall only be approved in writing by CFSC.

SECTION 1: PURPOSE

The objective of this Grant Program is to provide funding for County Coordinator projects across California, covering administrative costs to hire/staff a County Coordinator position, supporting local practitioner capacity, improving collaboration and coordination among wildfire mitigation groups, and providing technical assistance to support resource sharing and network building. The Project will build on the goals of the original County Coordinator funding cycles, supporting County Coordinators as they 1) maintain a census of all active wildfire mitigation groups in their county, 2) continue to analyze gaps in county-wide wildfire resiliency and emergency preparedness and develop

recommendations to fill these gaps, and 3) develop mechanisms to improve outreach and coordination efforts.

SECTION 2: TERM OF SUBAWARD

The term of this Agreement is from **May 15, 2025**, through **July 31, 2026**, and shall terminate upon CFSC's determination that the Project subject to this Agreement is complete (the "Term"). Work shall not commence prior to the execution of this Agreement by both parties, unless authorized in writing by an authorized representative of CFSC. An agreement is considered fully executed upon signature and approval by an authorized representative of both parties to this Agreement. Subrecipient shall not receive funding for portions of the Project completed outside of the Term. Subrecipient agrees to comply with all applicable federal, state, and local laws governing the funds provided under this Agreement; in addition, Subrecipient will follow customary accounting principles consistently applied, and their organization's written policies and procedures related to financial and program management.

In addition to the terms and conditions of this Agreement, the Subrecipient agrees that the terms and conditions contained in the documents set forth below are hereby incorporated and made part of this agreement, unless otherwise not required.

1. Subaward Summary Sheet
2. Applicable master grant award procedural guides, rules, and regulations
3. Pre Award Questionnaire
4. The approved project application, budget, scope of work, and attachments.
5. Grant Award Handbooks and Grant Application Handbooks as distributed by CFSC (if applicable)
6. Subrecipient's organization by-laws (if applicable)
7. Subrecipient's Fiscal Sponsor Agreement Letter or MOU (if applicable)
8. Board of Directors, Board of Supervisors, and/or City Council Roster with Contact Information
9. Certificate of Insurance and all other applicable insurance requirements, as requested
10. Project Vicinity Map(s) identifying project boundaries or other information, as requested
11. Examinations from all relevant governmental agencies applicable to the project (if applicable)
12. Local, state and federal assessments and mitigation requirements for environmental, cultural, and regulatory compliance, if applicable
13. IRS Tax Exemption Documents (If applicable)
14. Letters of Commitment (if applicable)
15. Resolution of Subrecipient Authorizing Grant Application (if applicable)
16. All other documents and attachments, as required by the grant award
17. Written direction or guidance from an authorized representative of CFSC

SECTION 3: PRIVACY OF CONTRACT

Subrecipient understands and agrees that privity of contract exists between CFSC and the Subrecipient. That is, the relationship concerning this Subaward is strictly between CFSC and the

Subrecipient. Subrecipient understands and agrees that neither CAL FIRE or any of its affiliates, the State of California, nor the United States shall be, or are intended to be, a party to this Subaward, any contract with the Subrecipient, any solicitations, request for proposals, or disputes on the execution, interpretation, or enforcement of any contract, including this Subaward, between CFSC and the Subrecipient.

SECTION 4: SCOPE OF WORK

The scope of work to be undertaken by Subrecipient is as follows: Implementing the Roadmap to Resilience 498440 (the "Project"), "The 2025 Project supports implementation of the Roadmap to Resilience & leverage success & accomplishments in previous County Coordinator Projects to further collaborative partnerships & strategic community engagement to accomplish wildfire resilience." The Project shall be completed in accordance with the approved scope of work delineated within the application, scope of work, and budget of Subrecipient's application, a copy of which is in ZoomGrants, and its terms are incorporated to this contract by reference.

SECTION 5: REPORTS

Subrecipient shall submit periodic progress reports to CFSC to provide comprehensive updates on the project's progress, including but not limited to achievements, metrics, challenges, financial expenditures, and any deviations from the workplan. Subrecipient shall use CFSC's reporting system and forms provided in ZoomGrants for subaward reporting, document submission, and other subaward-related functions, unless otherwise directed by the CFSC Grant Specialist in writing.

Subrecipient shall submit quarterly progress reports to CFSC on the schedule detailed below, unless otherwise directed by the CFSC Grant Specialist in writing.

Progress Reports are due as follows:

- July 31, 2025 (for the reporting period May 15, 2025, through June 30, 2025)
- October 31, 2025 (for the reporting period July 1, 2025, through September 30, 2025)
- January 31, 2026 (for the reporting period October 1, 2025, through December 31, 2025)
- April 30, 2026 (for the reporting period January 1, 2026, through March 31, 2026)
- August 31, 2026 (for the reporting period April 1, 2026, through July 31, 2026)
- Final Closeout report: August 31, 2026 (for the reporting period May 15, 2025, through July 31, 2026)

Upon submission of progress reports, the Subrecipient will participate in a scheduled virtual check-in meeting with the CFSC Grant Specialist. The purpose of this check in is to monitor the Subrecipient's performance and provide technical assistance to the Subrecipient. This includes reviewing progress in achieving the project's goals and milestones, monitoring the Subrecipient's adherence to project scope and timeline, ensuring the Subrecipient's adherence to grant requirements for compliance, and addressing concerns.

By August 31, 2026, at 5 PM. PST, Subrecipient agrees to submit a Final Closeout Report, including all required documents, through ZoomGrants.

The Final Closeout Report should include:

1. A final Closeout Report Narrative.
2. A final Budget Report on total actual costs for the entire term of this agreement.
3. A final Success Story of the project.
4. Program Evaluation Form.
5. One (1) digital version of products developed using grant funds over the entirety of the Project, such as publications, flyers, communications and/or educational materials, best practice guides, newspaper clippings and other materials.
6. Photos: high resolution digital photos showing the project's outcomes and events.
7. GIS project data files, which may include projects maps and other items to be determined, as applicable.
8. Any other information as requested by CFSC Grant Specialist in writing.

Any funds provided by CFSC and held by the Subrecipient and not expended at the end of the Term will be returned to CFSC no later than 30 days following the period of performance end date.

Failure to comply with all reporting and closeout procedures by the deadlines will be considered noncompliance with the terms of the Agreement. Such noncompliance may result in increased performance monitoring and conditions, disallowance of costs, ineligibility for future funding, or be considered in the evaluation of organizational capacity for future Subawards.

SECTION 6: PAYMENTS

Payments to Subrecipient shall be sent by Bill.com, a secure third-party accounts payable and receivable platform used by CFSC. Use of Bill.com enables efficient, trackable, and timely payment processing in alignment with CFSC's internal controls. All payments are processed electronically through Bill.com automated clearing house (ACH) transfers unless otherwise arranged. Paper checks or other payment methods will be at CFSC's discretion. Subrecipient must register with CFSC's bill payment vendor, Bill.com and provide a completed W-9 in ZoomGrants prior to receiving disbursements for initial payment.

All payments are contingent upon CFSC's receipt of funds from the original funding source CAL FIRE. CFSC shall have no obligation to disburse funds to the Subrecipient unless and until such funds are received. CFSC is not liable for any expenses or damages incurred due to payment delays for any reason whatsoever.

Subrecipient agrees not to obligate funds in excess of the total amount awarded. CFSC shall not be responsible for costs incurred beyond the authorized funding amount.

Payments for work conducted under this Agreement may be made on an advance or reimbursement basis at the discretion of CFSC. Payments shall be made upon receipt and approval of a Payment Request Form submitted through ZoomGrants and a financial report detailing current charges and total-to-date charges by major budget cost categories (e.g., salaries, benefits, supplies, etc.) along

with required supporting source documentation of all expenses incurred (see Grant Award Handbook) or consult your Grant Specialist for examples of required supporting documentation). Failure to accurately and completely submit payment requests with all required documentation may result in denied or delayed payment.

Subrecipient must submit payment requests per a grant schedule determined by CFSC with the necessary supporting documentation (See Grant Award Handbook). After the initial payment, additional payment requests may take up to 90 days or longer after Subrecipient's request to CFSC. CFSC reserves the right to deny any request for new payment.

To submit a payment request, the Subrecipient must submit the request in ZoomGrants, and upload the following proof of expenditures reconciling prior advance payments or showing documentation of reimbursable expenses into ZoomGrants:

- A summary sheet or copy of general ledger showing each budget category
- Detailed transaction ledgers by each budget category and/or payroll ledgers (if applicable)
- All source documentation to support expenses incurred (See Award Handbook)
- Other documents as required by the Grant Specialist and/or outlined in the Award Handbook

The Subrecipient shall maintain an accounting system that follows customary accounting principles consistently applied. The accounting system must accurately reflect fiscal transactions, using the necessary controls and safeguards. This system shall provide an adequate audit trail, including original source documents, such as receipts, progress payments, invoices, purchase orders, timecards, canceled checks, etc. Please redact account numbers and personal identifying information before submitting payment requests. The system shall also provide accounting data so the total cost of each individual project can be readily determined. CFSC may request additional records and documentation at any time.

Advance payments must be deposited into an interest-bearing account. Any interest earned on advance payment funds must be accounted for. Subrecipient must remit to CFSC interest earned in excess of \$500 on advance payments at the close of the project.

Subrecipient is required to maintain accurate, complete, and up-to-date records that support all costs charged to this Agreement. Inaccurate, incomplete, or unsupported records may result in audit findings, disallowed costs, or termination of this Agreement.

CFSC reserves the right to withhold or deny payments, disallow costs, require corrective actions, disallow advance payments, or increase programmatic or financial monitoring in response to noncompliance, performance issues, or audit concerns. Such actions may also be considered in evaluating eligibility of future subawards.

Subrecipients must account for all funds received under this Agreement in its financial records and include this information in each quarterly report and in the final closeout report, in accordance with Section 5.

CFSC may, at any time, request documentation to validate that reported or invoiced costs are allowable, allocable, reasonable, and necessary. This includes but is not limited to general ledgers, source documentation (e.g. receipts, timecards, contracts, or payroll records, etc.), and any records from the Subrecipient's financial system related to this Agreement. Failure to fully cooperate with such requests may result in delayed payments, disallowed costs, increased monitoring, disallowed advance payments, or termination of the Agreement.

Additionally, Subrecipient must submit a project status report consistent with the format and frequency of the quarterly reports outlined in Section 5, providing updates on progress toward the Project milestones detailed in Section 4. CFSC reserves the right to impose special conditions or withhold payments if the Subrecipient fails to adhere to the approved project schedule or reporting requirements.

SECTION 7: TITLE TO AND USE OF EQUIPMENT AND SUPPLIES

For the purpose of this agreement:

- Equipment is not an allowable cost for the 2025 County Coordinator Grant Program. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost of \$5,000 or more.
- Supplies means tangible property with a per-unit acquisition cost of less than \$5,000, regardless of its useful life.

The Subrecipient shall:

- Not encumber equipment or supplies without prior written approval from CFSC, and when authorized by the funding source. A cost-benefit analysis to justify the cost of purchasing equipment versus leasing must be provided in writing in the budget narrative or uploaded as an Other Document in the Documents tab in ZoomGrants.
- Use the equipment and supplies for the authorized purposes of the Project until funding support ceases, or until they are no longer needed for the Project. Procure equipment on a competitive basis and include documentation of price analysis.
- Maintain adequate recordings of equipment, including a description, serial number or other identification number, source of funding, titleholder, acquisition date and cost, use and condition, and ultimate disposition information.
- Conduct a physical inventory of equipment at least every two years.
- Maintain appropriate safeguards to prevent loss, damage, or theft of property.
- Adhere to CFSC's disposition instructions if the equipment or supplies are no longer needed.

If the Subrecipient fails to complete the Project or misuses any property, CFSC reserves the right to reclaim or direct the transfer of such equipment or supplies and title to CFSC or another entity. Equipment shall not be used as collateral or other means.

If equipment is no longer needed, the Subrecipient shall request disposition instructions from CFSC.

Equipment purchased using grant funds, wholly or in part, must be used by the Subrecipient for the project for which it was acquired. CAL FIRE retains a vested interest in the equipment for the useful

life of the equipment, even after completion of the grant. Subrecipient shall provide written disposition of the equipment upon completion of the grant and upon any changes to the disposition of the equipment. Such disposition must be approved in advance by CFSC.

Any equipment purchased with grant funds must be disposed of as described in the Project and as approved by CFSC. If the Project description does not provide for the disposition of equipment, Subrecipient shall submit to CFSC (Upload as an Other Document in the Documents tab in ZoomGrants) a disposition plan for CFSC's approval. The disposition plan shall include the proposed use and maintenance plan for the useful life of the equipment and the ultimate disposition of the equipment. CFSC may demand the transfer of the equipment to CFSC or a CFSC designee. If Subrecipient fails to complete the Project for any reason whatsoever, the equipment and title to the equipment shall be transferred to CFSC upon CFSC's demand.

SECTION 8: TITLE TO AND USE OF WORK PRODUCTS AND DATA

Title to any and all materials developed with funds from this Agreement vests in the Subrecipient. Notwithstanding the foregoing, CFSC shall have a free, irrevocable license to use, publish, or distribute all such materials. The word "materials" may include, but is not limited to reports, studies, photographs, computer programs, drawings, writings, or other similar works or documents, along with all supporting data and material produced under this Agreement.

CFSC reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use the materials developed by Subrecipient for CFSC's educational, promotional, or other business purposes. CFSC will always attempt to do this with Subrecipient's notification and/or consent.

SECTION 9: PERMITS/ENVIRONMENTAL COMPLIANCE

Ground and vegetation disturbing activities are not an allowable activity for the 2025 County Coordinator Grant Program.

Subrecipient shall ensure that the Project is compliant with all applicable environmental and cultural resource laws –federal, state, and local – prior to beginning any activities, including but not limited to, ground- or vegetation-disturbing activities.

When applicable, Subrecipient shall comply with the California Environmental Quality Act (CEQA) (Public Resources Code, Section 21000, et. seq. Title 14, California Code of Regulations, Section 15000 et. seq.) and all other local, State, and federal environmental and cultural resource laws prior to beginning any activities, including but not limited to, ground- or vegetation-disturbing activities. A copy of the certified CEQA document must be provided to CFSC, before any grant funds are made available for any Project activity that could directly impact the environment (e.g. cutting, piling or burning bush, masticating, dozer work, etc.). CEQA compliance shall be completed within one (1) year from start date of the Agreement. The start date is considered the date the last party signs the Agreement. Grant funds will be made available in advance of CEQA compliance for project activities that do not have the potential to cause a direct environmental impact (e.g. project planning, locating and marking property or project boundaries, contacting and signing up landowners, etc.).

Please see Section 23 “Special Conditions” for any grant-specific conditions or restrictions.

SECTION 10: SUBAWARDS

Subrecipient is prohibited from sub-awarding any part of this Project to another organization.

SECTION 11: RECORD RETENTION

Subrecipient is required to keep source documents for all Project expenditures for at least three (3) years after receiving a signed closeout letter from CFSC, and one year following an audit, whichever date is later, unless the Subrecipient has a longer retention policy.

Upon completion of the Agreement, Subrecipient must maintain copies of all grant documentation, receipts, contractors, bid notices, time sheets, personnel time, etc., in a safe, retrievable storage location. Such documentation shall be made available to CFSC upon request by CFSC or the program funder.

SECTION 12: SITE VISITS

CFSC staff may conduct a minimum of one monitoring site visit and/or a desk review and may schedule additional visits during the Term of the Agreement, to review program compliance, capacity and performance, and to ensure the work conducted is in accordance with the approved Scope of Work. The CFSC Grant Specialist will contact the Subrecipient to schedule the visit(s) and inform the Subrecipient of any items to be reviewed. Some items that may be viewed during a site visit include:

- Source documentation
- Financial and payroll records
- Physical assets
- Written policies and procedures
- Audit compliance records
- Internal controls
- Field work in progress or completed

Subrecipient will be notified when CFSC, or the program funder, would like to conduct a site visit during the Term.

SECTION 13: LOGO & PUBLIC NOTICES

Subrecipient shall cooperate with CFSC to release information about this Project to the press or other news/media outlets.

Subrecipients are prohibited from using the program funder's trademarks or service marks without the funder's prior written consent, which may be requested through the CFSC Grant Specialist.

Subrecipients are prohibited from using CFSC's logo, trademarks, or service marks without CFSC's prior written consent, which may be requested through the CFSC Grant Specialist.

Recognition for projects, activities, and products MUST be included on all products developed with funds provided through this Agreement. Subrecipient is encouraged to give public notice of the receipt of this award and, from time to time, to announce the progress and accomplishments. All projects must clearly display the program acknowledgement, program logos, and Equal Opportunity Statement, and Non-Endorsement Statement as outlined below.

The funding source acknowledgement, equal opportunity statement, and endorsement statement below MUST be included in all grant-related publications. These include press releases, public notices, social media, and printed or electronic media. See the Grant Award Handbook for more specific information about program acknowledgement requirements.

Funding Source Acknowledgement

"Funding for this project was provided by a grant from the California Department of Forestry and Fire Protection as part of the California Climate Investments Program, through the California Fire Safe Council."

Equal Opportunity Statement

"In accordance with federal law and California Fire Safe Council (CFSC) policy, this institution is prohibited from discriminating based on race, color, national origin, sex, age or disability. Not all prohibited basis apply to all programs."

If the material is too small to permit the full statement to be included, the material must at minimum include the following statement: "This institution is an equal opportunity provider."

Non-Endorsement Statement

"The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the California Fire Safe Council, CAL FIRE or the State of California. Mention of trade names or commercial products does not constitute their endorsement by the California Fire Safe Council or the U.S. Government."

SECTION 14: MODIFICATIONS

Program modifications require prior written approval from the CFSC Grant Specialist. Modifications might include, but are not limited to:

- Extensions of the project and/or reporting period(s)
- Changes in project activities or objectives
- Changes to project accomplishments
- Changes to key personnel

- Key personnel absence
- Addition of third-party involvement
- Budget or match commitment changes
- Other changes not listed above

Please consult the Grant Award Handbook and contact your CFSC Grant Specialist to request a modification.

SECTION 15: NOTIFICATION

Subrecipient shall immediately notify CFSC of developments that have a significant impact on activities supported under this Agreement. Written notification shall be given in case of problems, delays or adverse conditions that materially impact the ability to meet the objectives of the Agreement. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation. Notice should be sent via email to your CFSC Grant Specialist.

SECTION 16: INSURANCE

Subrecipients are responsible for all grant funds received through CFSC and for all assets purchased with grant funds. This responsibility extends to any loss of grant funds attributable to fraud and/or misappropriation by third persons and to any expenditure not allowed by this agreement. Should any loss of grant funds or improper expenditures of grant funds occur, Subrecipient will be required to reimburse CFSC for those amounts.

In accordance with 2 CFR 200.310, Subrecipient must carry insurance coverage sufficient to protect all grant funds and other agreement assets from loss due to theft, misuse, fraud, and/or negligence. Types of insurance may include but are not limited to general liability, errors and omissions, directors and officers, and a fidelity bond.

Subrecipient shall maintain general and commercial liability insurance of not less than \$1,000,000 per occurrence for bodily injury and property damage combined; if applicable, workers' compensation insurance of not less than \$1,000,000; and, if applicable, commercial automobile insurance on owned, hired and/or non-owned vehicles of not less than \$1,000,000 throughout the term of the Project.

All such policies shall provide that CFSC, and their respective officers, agents, employees and servants are included as additional insureds as far as the performance of this Agreement are concerned. Subrecipient shall provide certificate(s) of insurance reflecting that this coverage is in effect upon acceptance of this Agreement. In the event of any change in the insurance coverage, Subrecipient shall provide updated certificate(s) of coverage.

The Subrecipient shall provide workers compensation insurance for all employees involved in the performance of this agreement. Workers compensation insurance for volunteers is strongly encouraged.

Contractors working on the project must carry their own insurance and furnish proof of coverage to Subrecipient.

Subrecipient shall provide proof of appropriate insurance to CFSC prior to engaging in activities for which funding is provided by CFSC. If funds provided as part of this award are used to purchase insurance, Subrecipient shall provide proof of insurance to CFSC within 30 days of obtaining a policy. Subrecipient is responsible for sending all current insurance certificates of coverage upon annual renewal of coverage. Failure to maintain current coverage or provide the annual copy CFSC will cause denial of payment under this subaward.

Subrecipient must also perform all functions required by the IRS, including record keeping and the provision of Form 1099 where appropriate when using independent contractors.

SECTION 17: NON-LIABILITY

Subrecipient shall indemnify, defend, and hold harmless CFSC, its officers, directors, employees, and agents from and against any and all claims, liabilities, losses, damages, or expenses (including reasonable attorney fees) arising out of or related to the Subrecipient's performance under this Agreement or failure to comply with any applicable law, regulation, or grant requirement.

CFSC does not assume liability for any third-party claims for damages arising out of this Agreement. Each party agrees that it will be responsible for its own acts and omissions and the results thereof and shall not be responsible for the acts or omissions of the other party and the results thereof. To the extent authorized by the law, each party agrees to assume all risks and liabilities to itself, its agents or employees, for any injury to persons or property resulting from any operations under this Agreement, and for any loss, cost, damage, or expense resulting at any time from any and all clauses due to any acts, or negligence, or the failure to exercise proper precautions of or by itself or its own agents to this agreement. Subrecipient agrees to carry appropriate liability insurance (e.g., general liability, directors and officers, errors, and omissions, etc.) sufficient to safeguard funds, property, and assets acquired under this Agreement.

SECTION 18: REMEDIES FOR NONCOMPLIANCE

If subrecipient fails to comply with terms and conditions of the Agreement, CFSC may impose additional conditions. If CFSC determines that noncompliance cannot be remedied through imposing additional conditions, CFSC may take one or more of the following actions as appropriate in these circumstances:

- 1) Temporarily withhold cash payments pending correction of the deficiency or more severe enforcement action by CFSC.
- 2) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the costs of the activity or action not in compliance.
- 3) Wholly or partly suspend or terminate this Agreement.
- 4) Initiate suspension or debarment proceedings.

- 5) Withhold further awards for the project or program.
- 6) Limit payments to reimbursements only and suspend all advance payments.
- 7) Require additional project monitoring.
- 8) Require Subrecipient to obtain technical or management assistance.
- 9) Establish additional prior approvals.
- 10) Require additional and/or more detailed fiscal and/or programmatic reports.
- 11) Take other remedies that may be legally available.

SECTION 19: PROJECT TERMINATION

This Agreement may be terminated by the California Fire Safe Council or Subrecipient upon 30-days written notice to the other party.

If either party terminates the Agreement prior to the completion of the Project, Subrecipient shall take all reasonable measures to prevent further costs to the Project under the Agreement and the CFSC shall be responsible for any reasonable and non-cancelable obligations incurred by Subrecipient in the performance of this Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.

Failure by Subrecipient to comply with the terms of this Agreement may be cause for suspension of all obligations of the CFSC hereunder at the discretion of the CFSC.

Failure of Subrecipient to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of the CFSC hereunder if in the judgement of the CFSC such failure was due to no fault of Subrecipient. At the discretion of the CFSC, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.

Final payment to Subrecipient may not be made until the CFSC determines the Project conforms substantially to this Agreement.

If Subrecipient terminates the Project pursuant to this Section 19, Subrecipient shall return all unused monies awarded pursuant to this Agreement within 30 days to CFSC.

SECTION 20: NON-DISCRIMINATION

The California Fire Safe Council and the State of California prohibits discrimination in all its programs and activities based on race, color, national origin, age, disability, sex, marital status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. Subrecipient shall not discriminate against any person on any of these bases.

SECTION 21: CONFLICT OF INTEREST

Subrecipient must establish and maintain a written conflict of interest policy. Conflicts of interest must be reviewed and managed in accordance with the Subrecipient's policy and any applicable federal, state, or funder-specific requirements. Subrecipient must implement appropriate mitigation measures to ensure that conflict does not impair the integrity of the program or use of funds under this Agreement. CFSC recognizes that conflicts of interest may arise and are not inherently prohibited. However, any actual, potential, or perceived conflict of interest related to the performance of this Agreement must be disclosed in writing to CFSC in a timely manner.

SECTION 22: MANDATORY DISCLOSURES

Subrecipient must disclose, in a timely manner, in writing to the CFSC Grant Specialist all violations of Federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. Failures to make required disclosures may result in CFSC taking action for remedies of noncompliance up to and including termination of the award.

Subrecipient must disclose audit findings to CFSC within 30 days of the acceptance of the audit report by the Federal Audit Clearinghouse (FAC) in writing by mail to: 730 I St. Suite #236, Sacramento, CA 95814.

SECTION 23: SPECIAL CONDITIONS

Subaward special conditions are based on one or a combination of the following: 1) past CFSC grant program performance, 2) master funder requirements, 3) issues with the grant application, workplan, and/or budget, 4) subrecipient risk level as assigned during the risk assessment, 5) results of site visits and/or desk audits, 6) grant compliance or monitoring concerns throughout the project performance period.

Subaward special conditions in place at the time of subaward signing include the following. These special conditions are in place until otherwise informed in writing by the CFSC Grant Specialist. Please reach out to the CFSC Grant Specialist with questions about the following special conditions:

None

CFSC reserves the ability to place additional special conditions under this subaward agreement at any time. CFSC will inform Subrecipient in writing of additional special conditions set forth under this subaward agreement.

Flow down requirements: All "flow down" requirements imposed on the Subrecipient by CFSC (the "pass through entity") are to ensure that the award is used in accordance with all statutes, regulations and the terms of the award. The subrecipient is accountable to CFSC for compliance with these requirements.

SECTION 24: DISPUTE RESOLUTION PROCEDURES

Mediation of Disputes. Any dispute or claim in law or equity arising out of this agreement, the Subaward or any resulting transaction including, but not limited to, any and all disputes regarding the auditing of or the use of the Subaward by the Subrecipient and any and all other disputes between the CFSC and the Subrecipient, including any and all legal, monetary, equitable, including injunctive relief (collectively referred to herein as “Disputes”), shall be subject to mediation as a condition precedent to arbitration. The parties shall endeavor to resolve any Disputes by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Commercial Arbitration and Mediation Procedures of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration, but in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. The parties shall share the mediator's fees and any filing fees equally. The mediation shall be held at a location in Sacramento, California that is mutually agreed upon by the parties and shall be a minimum of a four-hour mediation before satisfaction of mediation as a condition precedent to arbitration is satisfied. Agreements reached in mediation shall be enforceable as settlements in any court having jurisdiction thereof.

Arbitration of Disputes. Any dispute or claim in law or equity arising out of this agreement, the Subaward or any resulting transaction including, but not limited to, any and all disputes regarding the auditing of or the use of the Subaward by the Subrecipient and any and all other disputes between the CFSC and the Subrecipient, including any and all legal, monetary, equitable, including injunctive relief (collectively referred to herein as “Disputes”), subject to enforceability determined by the arbitrator, shall be decided by neutral binding arbitration, with an arbitrator that has at least 10 years of experience as an auditor and is familiar with generally accepted accounting principles for state and local government units and with auditing standards generally accepted in the United States of America; Government Auditing Standards issued by the Comptroller General of the United States; the Single Audit Act of 1984 as amended in July 1996 and the provisions of OMB Guidance 2 CFR part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards - Subpart F – Audit Requirements. The arbitrator shall be mutually agreed upon by the parties. If the parties cannot agree on an arbitrator, the parties shall alternately strike names from a list provided by the American Arbitration Association until only one name remains. The parties shall share the arbitrator's fees and any filing fees equally. The arbitrator shall conduct the arbitration in accordance with the expedited procedures provided for in the Commercial Arbitration and Mediation Procedures of the American Arbitration Association currently in effect and not by court action, except as provided by law for judicial review of Arbitration proceedings. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall not have the power to award punitive damages. In the event of a disagreement as to the selection of an arbitrator, the Judicial Mediation and Arbitration Services, Inc. office, shall select an arbitrator who meets the qualifications required in the arbitration provision above. Claims less than \$10,000.00 shall be litigated in Small Claims Court at the request of either party, however, initiation of a Small Claims

Court action shall not be deemed a waiver by the other party of its right to arbitrate any counter or cross claims.

NOTICE: BY SIGNING THIS AGREEMENT YOU ARE AGREEING TO HAVE ANY DISPUTE GREATER THAN \$10,000.00 ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE BUSINESS AND PROFESSIONS CODE OR OTHER APPLICABLE LAW. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY. MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION WILL BE SUBJECT TO NEUTRAL ARBITRATION.

SECTION 25: DEBARMENT & SUSPENSION

By signing this Subaward, the Subrecipient's Authorized Official certifies, to the best of his/her/their knowledge and belief that neither the Subrecipient nor its principals:

- Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.
- Are listed on the governmentwide exclusions database (SAM.gov)

The subrecipient agrees to not knowingly enter into any lower-tier covered transaction with a person or entity who is similarly debarred, suspended, or otherwise excluded. Subrecipient must include a similar term or condition in any lower-tier covered transaction and must require any lower-tier participant to disclose if its principals are excluded.

SECTION 26: CONTRACTORS

If the Subrecipient acquires contractors to provide goods and services under this Agreement, then the following requirements apply:

1. The Subrecipient must follow its own documented procurement procedures that reflect applicable federal, state, and local laws and regulations, in addition to CAL FIRE policies and requirements outlined in the CFSC Grant Award Handbook.
2. The Subrecipient must ensure that no contract is awarded to vendors that are debarred, suspended, or otherwise excluded from participation in federal programs, and must check all contractors against SAM.gov and maintain documentation of their verification process.
3. Prohibited Telecommunications Equipment: The subrecipient may not use grant funds to procure or obtain covered telecommunications equipment or services produced or provided by Huawei Technologies Company, ZTE Corporation, or any other entity identified on the Covered List published by the FCC. This restriction applies regardless of whether the use is intended as a substantial or incidental component.

4. Selected Contractor's are prohibited from using CFSC's or CAL FIRE's logo, trademarks, or service marks without CFSC's prior written consent, which may be requested through the CFSC Grant Specialist.
5. All contracts must follow the non-discrimination and equal opportunity principles and requirements as defined in Section 20.
6. The contract is in accordance with all local, state, and federal laws or executive orders.
7. The Subrecipient must maintain records sufficient to detail the significant history of all procurement, including rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for contract price.
8. The contract agreement contains the following
 - a. Scope & timeline of services
 - b. Expected Deliverable(s)
 - c. Expectations of the contractor as outlined in the agreement or other relevant provisions
 - d. Termination Clause including:
 - i. Breach of contract
 - ii. Indemnification of CFSC clause
 - e. Completed W9
 - f. Copies of relevant business licenses & certificates
 - g. Professional Licensure, when applicable
 - h. Certificates of insurance, as relevant

Additional information and requirements regarding contract procedures are in the CFSC Award Handbook provided to subrecipients. Contact your grant specialist for additional information and requirements regarding contract procurement. Subrecipients are expected to submit source documentation with reports outlined in Section 5, including invoices from consultant/contractor identifying expenditure, rate, services performed and period of services. Documents related to consultant/contractor selection analysis shall also be kept by the Subrecipient and available for audit purposes.

SECTION 27: AUTHORITY AND ACCEPTANCE

All necessary action has been taken by Subrecipient to accept this Agreement, authorize the undersigned to execute this Agreement, and perform the Project as set forth in this Agreement.

SECTION 28: CONTACTS

Subrecipient Contact

Alison Lehman
Alison.Lehman@co.nevada.ca.us
 530-470-2521

CFSC Grant Specialist Contact


Nina Evans
nevans@cafiresafecouncil.org
279-599-0926

SECTION 29: SIGNATURES

Nevada County Office of Emergency Services

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Signature	Date
Alison Lehman	CEO
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Full Name	Title

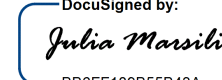

California Fire Safe Council

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Jacy Hyde, Ph.D., Executive Director	Date

Best wishes for success on the project!

FOR CFSC USE

Reviewed and approved:

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	Julia Marsili	5/21/2025 17:14:54 PDT
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Julia Marsili, Grants Manager	Name	Date
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	Jessica Martinez	5/22/2025 12:49:19 PDT
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Jessica Martinez, Deputy Director	Name	Date