



RESOLUTION No. 24-234

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING ACCEPTANCE OF THE SIERRA NEVADA CONSERVANCY WILDFIRE RECOVERY AND FOREST RESILIENCE GRANT PROGRAM FUNDS FOR THE SNC #1512 SOUTH YUBA RIM HAZARDOUS FUELS REDUCTION PROJECT IN THE AMOUNT OF \$214,666 DURING THE PERIOD MAY 28, 2024, THROUGH MARCH 1, 2027, AUTHORIZING THE DIRECTOR OF EMERGENCY SERVICES TO EXECUTE THE GRANT AGREEMENT AND ALL ADDITIONAL DOCUMENTS TO FULFILL THE REQUIREMENTS OF THE GRANT ON BEHALF OF THE COUNTY OF NEVADA

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) on October 28, 2022, for the South Yuba Rim Hazardous Fuels Reduction Project (Res. 22-590); and

WHEREAS, SNC awarded funds for this project on March 2, 2023, through the grant SNC #1512; and

WHEREAS, as these funds were intended to act as match to FEMA grant HMGP DR-4482-693-19 Phase 1, SNC opted to wait until the FEMA award decision to issue the grant agreement; and

WHEREAS, upon award, match for the FEMA grant HMGP DR-4482-693-19 Phase 1 was approved under the Prepare CA Match Program (Res. 24-155); and

WHEREAS, the Office of Emergency Services subsequently worked with SNC to rescope the SNC #1512 grant to expand the South Yuba Rim Hazardous Fuels Reduction Project to be inclusive of work on federal (Bureau of Land Management) land; and

WHEREAS, on May 9, 2024, SNC issued the grant agreement for the South Yuba Rim Hazardous Fuels Reduction Project.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Nevada, State of California, accepts the Sierra Nevada Conservancy Wildfire Recovery and Forest Resilience Grant Program funds for the SNC #1512 South Yuba Rim Hazardous Fuels Reduction Project in the amount of \$214,666 during the period May 28, 2024, through March 1, 2027, authorizing the Director of Emergency Services to execute the Grant Agreement and all additional documents to fulfill the requirements of the grant on behalf of the County of Nevada.

Funding:
0101-20702-414-1000 / 445090 \$214,666

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

Signature Page
State of California, Sierra Nevada Conservancy – GRANT AGREEMENT

GRANTEE NAME:	County of Nevada
PROJECT TITLE:	South Yuba Rim Hazardous Fuels Reduction Project
AUTHORITY:	California Budget Act of 2022, Section 111
GRANT PROGRAM:	Wildfire Recovery and Forest Resilience
AGREEMENT NUMBER:	1512
AWARD DATE:	March 2, 2023

GRANT SUMMARY:

Under the terms and conditions of this Grant Agreement, the Grantee shall complete the Project described in Exhibit A. The Sierra Nevada Conservancy grants to the Grantee up to the total Grant amount specified below for eligible costs of the Project.

KEY DEADLINES:

Project Implementation Completion Date: The Grantee shall complete Project implementation by March 1, 2027.

Payment Request for Final Expenditures, Final Report, and Deliverables: The Grantee shall, unless otherwise authorized by the SNC, submit a Payment Request for Final Expenditures, and all other final reports, documentation, and deliverables required by Section J. Project Completion, by March 1, 2027. Expenditures associated with project management and/or administration activities undertaken through the date of the final request for payment may be included in the request for final payment and will be paid.

Agreement Expiration: This Agreement expires on May 1, 2027.

PROJECT CONTACTS:

Chris Dallas is the Sierra Nevada Conservancy's designated Project Lead for this Grant. The Grantee's Authorized Representative is Craig Griesbach.

Total State Grant not to exceed	\$ 214,666	(or eligible costs, whichever is less)
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All terms and conditions are set forth in the attached Grant Agreement, which is hereby executed as follows.

GRANTEE COUNTY OF NEVADA	STATE OF CALIFORNIA SIERRA NEVADA CONSERVANCY
By (Signature):	By (Signature):
Name (Print):	Name (Print):
Title:	Title:
Date:	Date:
Organization Address:	Organization Address: 11521 Blocker Drive, Suite 205 Auburn, CA 95603

GRANT AGREEMENT
State of California – Sierra Nevada Conservancy

Grantee Name: County of Nevada
Project Title: South Yuba Rim Hazardous Fuels Reduction Project
Agreement Number: 1512
Authority: California Budget Act of 2022
Program: Wildfire Recovery and Forest Resilience

SCOPE OF AGREEMENT

Pursuant to Division 23.3 of the California Public Resources Code, the Sierra Nevada Conservancy hereby grants to **County of Nevada** (“Grantee”) a sum not to exceed **Two Hundred Fourteen Thousand, Six Hundred Sixty-Six** dollars (**\$ 214,666**), subject to the terms and conditions of this Grant Agreement. Grantee shall use these funds to implement, manage, and administer the Project identified in Exhibit A to this Agreement (Exhibit A), which is incorporated herein by reference and attached hereto. Exhibit A sets forth: (1) Project Scope and Activities, (2) Project Tasks and Timeline, (3) Project Budget, (4) Project Deliverables, and (5) Project Reporting Requirements.

Grantee shall also implement this Project consistent with the provisions of the Sierra Nevada Conservancy Wildfire Recovery and Forest Resilience Directed Grant Program Guidelines which are incorporated herein by reference and are available at: <https://sierranevada.ca.gov/wp-content/uploads/sites/326/2022/06/Wildfire-Recovery-Forest-Resilience-Grant-Guidelines.pdf>

TERMS AND CONDITIONS OF GRANT

General Provisions

A. Definitions

1. “Agreement” means this Grant Agreement and all exhibits incorporated in this Agreement by reference.
2. “Deliverables” means the items specified in Exhibit A, Project Deliverables.
3. “Effective Date” means the effective date of this Agreement, which is the date that this Agreement is signed by the Executive Officer, or designee, of the SNC.

4. "Grant Funds" mean the money provided by the Sierra Nevada Conservancy to the Grantee under this Agreement.
5. "Grant Guidelines" means the Sierra Nevada Conservancy Wildfire Recovery and Forest Resilience Directed Grant Program Guidelines. A link to the Grant Guidelines is provided on page 3 of this Agreement.
6. "Grantee" means the entity identified as the Grantee on page 1 of this Agreement.
7. "Project" means the Project described in Exhibit A, including Project implementation, management, and administration.
8. "Project Budget" means the Grantee's approved expenses for completion of Project implementation, management, and administration, as described in Exhibit A, Project Budget.
9. "Project Implementation Completion Date" means the date by which all Project implementation work must be complete, as specified under Key Deadlines on page 1 of this Agreement. Please note that this may be a later date than the Completion of Project Tasks date set forth in Exhibit A.
10. "Project Tasks and Timeline" means the Grantee's intended schedule for completing the Project as set forth in Exhibit A, Project Tasks and Timeline.
11. "SNC" means the Sierra Nevada Conservancy, an agency of the State of California.
12. "State" means the State of California.

B. Term of Agreement

This Agreement runs from the Effective Date through the Agreement Expiration date as identified under Key Deadlines on page 1 of this Agreement, unless terminated or amended as provided in this Agreement.

C. Project Implementation, Management, and Administration

1. Grantee shall complete the Project in accordance with the Project Scope and Activities, Project Tasks and Timeline, and Project Budget set forth in Exhibit A, by the Completion of Project Tasks date.
2. Grantee shall submit all Deliverables and reports specified in Exhibit A in accordance with the deadlines set forth in Exhibit A. SNC may either delay disbursement of or withhold Grant Funds if Grantee fails to submit required Deliverables or reports by the deadlines specified in Exhibit A. Progress reports must be submitted using the Progress Report template, which is available from

the SNC Project Lead. Final reports must use the Final Report template, which is available from the SNC Project Lead.

3. Grantee shall furnish any and all additional funds that may be necessary to complete the Project.
4. Work done under this Agreement may be subject to the prevailing wage and other related requirements of the California Labor Code, Division 2, Part 7, Chapter 1, Sections 1720-1861. If required by law to do so, Grantee shall pay prevailing wage to all persons employed in the performance of any part of the Project and otherwise comply with all associated requirements and obligations. Grantee shall review applicable statutory provisions and the regulations adopted under the provisions, and the information available on the Department of Industrial Relations web site: <http://www.dir.ca.gov/public-works/publicworks.html> to determine its responsibilities.
5. Grantee shall comply with the California Environmental Quality Act (CEQA) (Public Resources Code, Section 21000 et seq. And Title 14, Division 6, Chapter 3 of the California Code of Regulations, Section 15000 et seq.) and all other local, State, and federal environmental laws. A copy of certified CEQA documents must be provided to SNC before implementing any activities that could directly impact the environment.

D. Publicity and Acknowledgment

1. Unless otherwise agreed upon in writing between the parties, Grantee shall acknowledge SNC support of the Project in any publications, studies, or reports that are made possible by or derived in whole or in part from this Project, and any news articles, brochures, seminars, or other promotional materials or media through which it publicizes the Project. Grantee shall acknowledge SNC's support in the following manner, where feasible: "Funding for this project has been provided by the Sierra Nevada Conservancy, an agency of the State of California."

E. Site Inspection and Monitoring

1. During Project Implementation, Grantee shall provide SNC with access to the Project site upon Grantee's confirmed receipt of SNC's request for access.
2. Following completion of Project Implementation, for the duration of the Agreement, SNC has the right to inspect the Project site to ascertain compliance with this Agreement and for monitoring purposes.

F. Use and Format of Deliverables

1. All material, data, information, and written, graphic or other work produced, developed, or acquired with Grant Funds, as set forth in Exhibit A, Project

Deliverables is subject to the unqualified and unconditional right of SNC to use, reproduce, publish, display, and make derivative use of all such work, or any part of it, free of charge and in any manner and for any purpose; and to authorize others to do so. If any of the work is subject to copyright, trademark, service mark, or patent, SNC is hereby granted and shall have a perpetual, royalty-free, nonexclusive and irrevocable license to use, reproduce, publish, use in the creation of derivative works, and display and perform the work, or any part of it, and to grant to any third party a comparable and coextensive sublicense. Grantee shall include in any contract with a third party for work under this Agreement terms that preserve the rights, interests, and obligations created by this section, and that identify SNC as a third-party beneficiary of those provisions. Grantee shall not utilize the work produced under this Agreement for any profit-making venture or sell or grant rights to a third party for that purpose.

2. Grantee shall submit all electronic data collected and created under this Agreement to SNC. A condition of final payment under this Agreement includes delivery of all related data in the format requested. SNC reserves the right to conduct technical review of interim or final Project Deliverables prior to making reimbursement or final payments.
3. Grantee shall submit all data required by this Agreement in one or more of the following formats, as applicable:
 - a. Tabular data: Excel spreadsheets, Access Databases, or Comma, Space, Value (CSV) are acceptable for all tabular data that does not include spatial references associated with a latitude/longitude, mapped boundary, or imagery/raster/data used in remote sensing.
 - b. Spatial data: Accepted GIS file formats are zipped shapefiles (.shp) or file geodatabases (.gdb) with the projected coordinate system NAD 1983 California (Teale) Albers (Meters) (ESPG: 3310). Each project geometry type must be a polygon (single or multipart feature) with the below attributes:
 - SNCGrant (Integer) — the SNC grant number.
 - OrgName (Text) — the name of the Grantee organization.
 - ProjName (Text) — the project name as it appears on the grant agreement.
 - c. Grantee acknowledges that SNC may enter data into BIOS or other public tracking systems, where applicable

G. Adjustment of Funds Among Budget Items

1. Except as otherwise provided herein, the Grantee shall expend Grant Funds in accordance with the Project Budget as described in Exhibit A. Grantee may exceed the total dollars of a category in the Project Budget by up to 10 percent provided that: 1) there is a corresponding decrease of funds in another category,

- 2) Grantee informs SNC of the categories to be increased and decreased, 3) Grantee reflects the adjusted amounts in all subsequent requests for disbursement and in reports required by Exhibit A, 4) the overall budget amount remains unchanged, and 5) the adjustment does not adversely affect Project completion. Any cumulative increase in a category or transfer between categories of more than 10 percent from the original budget in the amount of a category must be approved in advance in writing by SNC.
2. Funds may not be transferred to increase total dollars in the Administrative Costs indirect budget category; except that SNC may, in its sole discretion, permit an increase in the Administrative Costs indirect budget category. Any such discretionary increase must be approved in advance in writing by SNC.
3. No funds may be transferred from the Tribal Participation budget category into other budget categories. SNC may, in its sole discretion, permit a transfer from the Tribal Participation budget category. Any such discretionary transfer must be approved in advance in writing by SNC.

H. Payment Process and Documentation

1. All costs to be covered by Grant Funds must be eligible costs, as specified in the Eligible Costs section on page 8 of the Grant Guidelines.
2. SNC will disburse Grant Funds to Grantee for eligible costs of the Project incurred by Grantee to date on a reimbursement basis, less 10 percent, upon Grantee's submission of a Request for Payment and upon Grantee's satisfactory progress toward completion of the Project. SNC will disburse the cumulative 10 percent retention as provided in Section J, Project Completion. SNC may, in its sole discretion, waive the 10 percent retention.
3. Eligible costs of the Project are limited to expenses necessary to the Project, when documented by appropriate receipts.
 - a. Hourly rates billed to SNC and specified in the Project Budget shall be equal to the actual compensation paid by Grantee to employees, which may include employee benefits.
 - b. SNC will reimburse travel and related expenses 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), except that reimbursement may be in excess of these rates upon documentation that these rates are not reasonably available to Grantee. Reimbursement for the cost of operating a private vehicle shall not, under any circumstance, exceed the current rate specified by the State of California for unrepresented State employees as of the date the cost is incurred. SNC will reimburse Grantee for other necessary expenses if those expenses

are reasonable in nature and amount, taking into account the nature of the Project, its location, and other relevant factors.

4. Grantee shall submit all requests for payments using a completed Request for Payment worksheet, which is available from the SNC Project Lead.
 5. The Request for Payment worksheet must be accompanied by: a) an itemized list of all expenditures according to the categories specified in the Project Budget; and b) supporting documentation that clearly identifies the expenditure(s) in relation to the categories specified in the Project Budget. Requests for Payment may not be submitted more often than monthly.
 6. Any Request for Payment that is submitted without the required itemization and documentation will not be authorized for payment. If the payment request package is incomplete, inadequate, or inaccurate, SNC will dispute the invoice for reasonable cause and hold all or a portion of the payment request until all required information is received or corrected. Any penalties imposed on the Grantee by a contractor, or other consequence because of delays in payment or other breach of the Agreement between the Grantee and the contractor, are the responsibility of the Grantee and are not reimbursable under this Agreement.
 7. SNC is not obligated to pay for any costs incurred by Grantee prior to the Effective Date of this Agreement.
 8. SNC is not obligated to pay any Request for Payment unless the Grantee is in compliance with all deadlines for submission of status reports required by Exhibit A.
- I. Advances of Grant Funds
1. If SNC determines, in its sole discretion, that compelling need warrants payment of Grant Funds in advance, and Grantee has provided sufficient justification, SNC may pay Grantee advance payments of Grant Funds.
 - a. SNC will not authorize an advance to a State agency or a joint powers authority created by an agreement to which the State is a party.
 - b. If Grantee is a nonprofit, 501(c)(3) corporation, prior to any advance payment, the Grantee is required to submit documentation demonstrating that it is good standing as an organization exempt from taxation under Section 501(c)(3).
 2. Except as provided in Section 2.a. below, no advance payment will exceed an amount equal to 25 percent of the total Grant Funds awarded by this Agreement. After the first advance, SNC will not provide a subsequent advance unless Grantee can demonstrate that it has expended or will soon expend the entire

amount of the prior advance(s) and is in compliance with all requirements of this Agreement.

- a. SNC may, in its sole discretion, approve an advance exceeding 25 percent of the total grant funds awarded by this agreement. Grantee must provide sufficient justification of need for a larger advance.
3. SNC will only consider a request for advanced Grant Funds that is submitted on a completed Advance Payment Request worksheet, available from the SNC project Lead, with supporting documentation.
4. If Grantee pays subcontractors or any other subrecipient entities with SNC advanced funds, Grantee shall require that subcontractors and/or subrecipient entities comply with state statutes, regulations, requirements, and the terms and conditions of the SNC grant agreement. Regardless of any transfer or assignment of advance payments to subrecipients, Grantee shall be liable to the state agency for any failures by subrecipients to ensure the award is used in accordance with state statutes, regulations, requirements, and the terms and conditions of the state award.
5. Grantee shall deposit advanced Grant Funds in a separate and federally-insured interest-bearing account of the Grantee that provides the ability to track interest earned and withdrawals. Grantee shall use all advanced Grant Funds and all interest earned on the Grant Funds solely for the Project. It is the sole responsibility of the Grantee to track and record any interest which will be deemed Grant Funds.
6. To document expenditure of advanced Grant Funds, Grantee shall, no later than 90 days after each withdrawal of advanced funds and each subsequent 90 days, submit to SNC a completed Advance Expenditure Report worksheet for the amount withdrawn, containing all supporting information required by Section H.5., the Payment Process and Documentation section of this Agreement.
7. SNC will use the following process for purposes of providing a 10 percent retention for advanced funds. SNC will only advance up to 90 percent of the total SNC Grant Funds awarded. After providing the 90 percent of Grant Funds available to advance, SNC will not disburse any additional Grant Funds until Grantee has completed the Project and complied with Section J. Project Completion. SNC may, in its sole discretion, waive the 10 percent retention.
8. Within 30 days after completion of the Project or the Payment Request for Final Expenditures, Final Report, and Deliverables Date, whichever is sooner, Grantee shall return to SNC any advanced Grant Funds plus any interest earned that has not been expended.

J. Project Completion

1. Within 60 days of the Completion of Project Tasks date set forth in Exhibit A, or by the deadline specified on the signature page for submittal of the Payment Request for Final Expenditures, whichever is sooner, Grantee shall submit all of the following:
 - a. All Deliverables as specified in Exhibit A.
 - b. A Request for Payment for final expenditures, including those for Project implementation, management, and administration, with all required supporting documentation.
 - c. A Progress Report addressing the duration of time since the last submitted Progress Report (up to 6 months).
 - d. A Final Report including reporting on performance measures.
 - e. An Equipment Closeout worksheet, if applicable. All equipment purchased using Grant Funds will be identified as part of the project closeout process, and SNC will make a determination on the disposition of the purchased equipment.
 - f. Any other documentation or submittals required by Exhibit A.
2. Following the receipt of the items specified in paragraph 1., above, SNC staff, in coordination with the Grantee, may conduct a site visit to ascertain compliance with this Agreement.
3. Following receipt of the items specified in paragraph 1., above and completion of any site visit mentioned in paragraph 2., above, SNC will reconcile the Project's financial reporting and prepare a Retention Request and Project Closeout Request (Project Closeout Confirmation). The Project Closeout Confirmation must be reviewed and signed by the Grantee and returned by the date indicated by SNC staff in order to receive any retained Grant Funds. Release of retained Grant Funds is contingent upon SNC's determination that Grantee has satisfactorily completed the Project.
4. SNC shall return the approved Project Closeout Confirmation to the Grantee and the Project shall be deemed completed as of the date SNC signed the Project Closeout Confirmation.

K. Agreement Termination/Failure to Perform

1. Prior to the completion of the Project, SNC may suspend or terminate this Agreement by providing Grantee with seven (7) days advance written notice.

2. If SNC suspends or terminates this Agreement prior to the Project Implementation Completion Date, Grantee shall immediately stop all work and take all reasonable measures to prevent further costs to the SNC hereunder. SNC shall be responsible for any reasonable and non-cancelable obligations incurred by the Grantee under this Agreement prior to the date of the notice to suspend or terminate, but only up to the undisbursed balance of the Grant Funds.
3. If Grantee fails to complete the Project in accordance with the terms of this Agreement, Grantee shall be liable for immediate repayment to the SNC of all amounts disbursed by the SNC under this Agreement, plus accrued interest. Interest shall be calculated at the rate(s) earned by the State's Pooled Money Investment Account from the date of disbursement to the date of repayment, compounded monthly. The SNC may, in its sole discretion, consider extenuating circumstances and may waive Grantee's obligation to repay, in whole or in part. This paragraph shall not be deemed to limit any other remedies the SNC may have for Grantee's failure to complete the Project in accordance with the terms of this Agreement.

L. Records Retention

1. The Grantee shall keep separate and complete financial records relating to this Agreement, including evidence sufficient to reflect the receipt, deposit, and disbursement of all funds related to the Project.
2. Grantee shall maintain the financial records in sufficient detail to provide an audit trail that will permit tracing transactions from support documentation to the accounting records to the financial reports and billings.
3. The financial records required to be retained include all books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, personnel and payroll records, canceled checks, and related documents and records. Source documents include copies of all awards, applications, and required financial and narrative reports. Personnel and payroll records shall include the time and attendance reports for all individuals who are compensated or reimbursed under the Grant, whether they are employed full-time or part-time. Time-and-effort reports are also required for consultants and contractors.
4. Grantee shall require its contractors and consultants to maintain adequate supporting documentation in sufficient detail to provide an audit trail that will permit tracing transactions from the invoices to the financial statement to the accounting records to the supporting documentation.

5. Grantee shall use applicable Generally Accepted Accounting Principles published by the American Institute of Certified Public Accountants.
6. The financial records required to be maintained by this Agreement shall be retained for a minimum of three (3) years following the final disbursement by SNC and the final year to which the particular records pertain.

M. Audit Requirements

1. SNC may review, obtain, and copy all records required to be retained by this Agreement and all other records relating to Grantee's performance under this Agreement. Grantee shall provide SNC or its agents with any relevant information requested and shall permit SNC or its agents access to the Grantee's premises upon reasonable notice, during normal business hours, to interview employees and inspect and copy books, records, accounts, and other material that may be relevant to a matter under investigation, for the purpose of determining compliance with this Agreement and any applicable laws and regulations.
2. At any time, the SNC may disallow all or part of the cost of any activity or action which it determines to be out of compliance with the terms and conditions of this Agreement.
3. This Agreement, the Project, and records required to be retained by this Agreement are subject to examination and audit by the State of California, including but not limited to the Secretary of the Resources Agency, the Department of Finance, and the State Auditor during the records retention period specified in Section L.6. Records Retention, above.

N. Assignment

Except as expressly provided by written agreement between the SNC and the Grantee, this Agreement is not assignable by the Grantee either in whole or in part.

O. No Agency Agreement

In entering into and carrying out this Agreement, the Grantee, its officers, directors, employees, agents, and representatives, is each acting in an independent capacity and not as a partner, member, director, officer, agent, employee, or representative of SNC or the State.

P. Liability

1. Grantee shall indemnify, protect and hold harmless SNC, the State, and their respective members directors, officers, agents, and employees (each an "Indemnified Party"), from and against any and all claims, demands, damages, liabilities, losses, costs (including attorneys' fees) and expenses (collectively,

“Claims”) arising out of, connected with or incident to this Agreement except that Grantee shall have no obligation to indemnify or hold harmless an Indemnified Party for Claims caused by the negligent or wrongful act of that Indemnified Party.

2. If Grantee is a public entity, Grantee waives any right to contribution and indemnity from the SNC and/or the State of California arising under Government Code Sections 895.2 and 895.6 in connection with this Agreement.
3. Grantee waives any and all rights to any express or implied indemnity or right of contribution from an Indemnified Party for any liability arising out of, connected with, or incident to this Agreement, except such liability as results from the negligent or wrongful act of an Indemnified Party.
4. Enforcement of the terms of this Agreement by SNC shall be at the discretion of SNC, and any forbearance by SNC to exercise its rights under this Agreement shall not be deemed or construed to be a waiver of such term or of any subsequent failure to perform the same or any other term of this Agreement or of any of the rights of SNC under it.

Q. Nondiscrimination

1. During the performance of this Agreement, Grantee and its contractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, genetic information, gender, gender identity, gender expression, marital status, age, sexual orientation, military and veteran status, or because of use of family-care leave, medical-care leave, or pregnancy-disability leave (Government Code Section 12940). Grantee and its contractors also shall not unlawfully deny a request for, or take unlawful action against, any individual because of the exercise of rights related to family-care leave (Government Code Sections 12945.1 and 12945.2). Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination, harassment, and unlawful acts.
2. Consistent with Government Code Section 11135, Grantee shall ensure that no one, on the basis of race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, genetic information, or disability, is unlawfully denied full and equal access to the benefits of, or is unlawfully subjected to discrimination under, the work funded by SNC under this Agreement.
3. Pursuant to Government Code Section 12990, the Grantee and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations (California Code of Regulations Title 2, Section 7285.0 et seq.). The regulations of the Fair Employment and Housing Commission regarding Contractor Nondiscrimination and

Compliance (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations) are incorporated into this Agreement by this reference.

4. Grantee and its contractors shall give written notice of their obligations under this non-discrimination clause to labor organizations with which they have a collective bargaining or other agreement and shall post in conspicuous places available to employees and applicants for employment, notice setting forth the provisions of this section. Grantee shall also include the non-discrimination provisions of this Agreement in all contracts related to the Project.

R. Drug-Free Workplace Certification

By signing this Agreement, Grantee certifies that it will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code Section 8350 et seq.) and will provide a drug-free workplace.

S. Certification of No Air or Water Pollution Violation

By signing this Agreement, Grantee shall not be and certifies that it is not: (1) in violation of any order or resolution not subject to review promulgated by the California Air Resources Board or an air pollution control district; (2) subject to a cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

T. Computer Software

By signing this Agreement, Grantee certifies that it has instituted and will employ systems and controls appropriate to ensure that, in the performance of this Agreement, grant funds will not be used for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

U. Unionizing

By signing this Agreement, Grantee certifies that no Grant Funds will be used to assist, promote, or deter union organizing. If Grantee makes expenditures to assist, promote, or deter union organizing, Grantee shall maintain records sufficient to show that no State funds were used for those expenditures. Grantee shall provide those records to the Attorney General upon request, as provided in Government Code Section 16645.2.

V. Severability

If any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement that can be

given effect without the invalid provision or application, and to this end, the provisions of this Agreement are severable.

W. Time of the Essence

Time is of the essence with respect to the Project Implementation Completion Date. With respect to all other dates set forth therein, Grantee shall use best efforts to accomplish the tasks by the specified dates.

X. Entire Agreement and Amendment

This Agreement, including the attached exhibits, constitutes the entire Agreement between the parties hereto relating to the Project. No amendment to this Agreement will be valid unless made in writing and signed by Grantee and SNC. Any request by the Grantee for amendments must be in writing stating the amendment request and reason for the request.

Y. Locus

This Grant is governed by and shall be interpreted in accordance with the laws of the State of California. SNC and Grantee hereby agree that any action arising out of this Grant Agreement shall be filed and maintained in the Superior Court in and for the County of Placer, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Grant Agreement.

Z. Non-Availability of Funds

Disbursement of Grant Funds to Grantee under this Grant Agreement is contingent upon the availability of funds appropriated through the State budget process. If SNC funding for the Wildfire Recovery and Forest Resilience Directed Grant Program for any fiscal year is reduced or eliminated, SNC shall have the option to either terminate this Agreement with no liability occurring to SNC or, if possible and desirable, to offer an Agreement amendment to Grantee to reflect the reduced amount available for the project.

AA. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited

transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Sierra Nevada Conservancy
Wildfire Recovery and Forest Resilience
Grant Program

EXHIBIT A

Grantee: County of Nevada
Project Title: South Yuba Rim Hazardous Fuels Reduction Project
Agreement Number: 1512

PROJECT SCOPE / DESCRIPTION

The South Yuba Rim Hazardous Fuels Reduction Project is an all-lands effort coordinated by the County of Nevada to reduce wildfire vulnerability on private, state, and federal land along the San Juan Ridge in Nevada County. This Sierra Nevada Conservancy grant will complete planning for treatment on 1,800 acres of Bureau of Land Management (BLM) lands intermingled with and adjacent to the private lands planning area. Planning for treatments on 800 acres within 6,000 acres of private land is concurrently being undertaken through a FEMA grant with a required 10% match being covered through Cal OES funding. FEMA funding will not directly support planning or work on federal land, so the SNC grant provides leverage for the all-lands planning effort.

This grant will complete reconnaissance-level biological surveys, a cultural resource records search and cultural resource site survey, a raptor assessment, and a California Spotted Owl Assessment. The County of Nevada will work with Yuba Watershed Institute (YWI), which will coordinate all planning with BLM staff, including treatment unit delineation, prescription design, and cultural and biological resource survey design. YWI staff will assist BLM, as needed, with preparation of all materials necessary for NEPA review, including project description and maps. YWI staff will assist BLM with Fish and Wildlife Service (FWS) consultation regarding California spotted owls and prepare a FWS Letter of Concurrence.

This project is intimately connected with the planning effort on 6,000 acres of private land on the San Juan Ridge funded through the FEMA Hazard Mitigation Grant Program for \$772,800, leveraged with \$85,866 from Cal OES. The South Yuba Rim Hazardous Fuels Reduction Project will increase the pace and scale of forest health projects in an area with an unhealthy accumulation of fuels, reducing the risk of catastrophic wildfire for 44,000 people and safeguarding water quality for the Wild and Scenic South Yuba River, which supplies water and power through the Yuba Water Agency to downstream users.

TASKS AND TIMELINE

Detailed Project Tasks	Approximate Project Timeline	Budget Category
Task 1: Project Management 1.1: Nevada County staff 1.2: Yuba Watershed Institute 1.3: FWS Letter of Concurrence 1.4: Draft project description/Maps for BLM NEPA analysis	May 2024 – February 2027 May 2024 – February 2027 February 2027 February 2027	A
Task 2: Botanical Resources 2.1: Botanical resources survey 2.2: Survey report	May 2025 – September 2025 October 2025	B
Task 3: Cultural Resources 3.1: Cultural resources inventory survey 3.2: Survey report	July 2024 – May 2025 July 2025	C
Task 4: Raptor Assessment 4.1: Raptor surveys 4.2: Survey report	May 2025 – August 2026 October 2026	D
Task 5: California Spotted Owl Assessment 5.1: CA Spotted Owl surveys 5.2: Assessment report	September 2026–November 2026 February 2027	E
Completion of Project Tasks *	March 1, 2027	

*This is the date the Grantee anticipates completing the above project tasks. This date might be significantly earlier than the *Key Deadlines: Project Implementation Completion Date* on the agreement signature page, and can change as Project implementation proceeds.

Required Reporting	Due Date, Received by SNC	Budget Category
Six-Month Progress Reports with the following reporting periods: January 1 – June 30. July 1 – December 31	Aug 1 and Feb 1 through the life of the project ^f .	A
Request for Payment of Final Expenditures Final Report, Including Performance Measures	60 days from Completion of Project Tasks or no later than the Key Deadlines: Payment Request for Final Expenditures identified on the signature page of the Agreement, whichever is sooner.	A

†Six-Month Progress Reports are required through the Completion of Project Tasks. The last Six-Month Progress Report may cover fewer than six months.

PROJECT BUDGET

Project Budget Categories	SNC Funding
A) Project Management and Reporting, staff and contractual, including travel	\$37,451
B) Botanical Surveys and Report	\$19,750
C) Cultural Resource Surveys and Report	\$35,000
D) Raptor Surveys and Report	\$85,000
E) California Spotted Owl Biological Assessment	\$12,000
Administrative Costs	\$25,465
TOTAL	\$214,666

PROJECT DELIVERABLES**

Deliverable	Format	Date Due
Six-Month Progress Reports	SNC Report Templates	August 1 and February 1 of each year. †
Updated Geospatial Files	See Geospatial Requirements in Project Reporting Requirements, below.	Upon Project Completion
Draft Project Description and Maps for BLM NEPA analysis	Report, Maps	Upon Project Completion
FWS Letter of Concurrence	Letter	Upon Project Completion
Botanical Survey Report	Report	Upon Project Completion
Cultural Survey Report	Report	Upon Project Completion
Raptor Assessment	Report	Upon Project Completion
CA Spotted Owl Assessment	Report	Upon Project Completion
Request for Payment of Final Expenditures	SNC Request for Payment Worksheet	60 days from Completion of Project Tasks or no later than the Key Deadlines:
Final Report, Including Performance Measures	SNC Final Report Template	Payment Request for Final Expenditures identified on the signature page of the Agreement, whichever is sooner.

** Deliverable is the term for the quantifiable items or documentation of completed activities that will be provided during and upon the completion of a Project. A Deliverable could be a report, a document, or any product that results from a Project.

⁷Six-Month Progress Reports are required through the Completion of Project Tasks. The last Six-Month Progress Report may cover fewer than six months.

PROJECT REPORTING REQUIREMENTS

Progress and Final Report(s):

The Grantee shall provide six-month progress reports and a final report as specified in the Project Timeline. Six-month progress reports shall reflect work completed in the previous six months, and final reports shall reflect the entire Grant period. A progress report shall also be submitted for the time period immediately preceding the submission of the final report and may cover fewer than six months.

The templates and instructions for completing these reports can be found on the Sierra Nevada Conservancy (SNC) website.

Geospatial Files at Project Initiation and for the Final Report

If there is land conservation, forest health treatments, or other on-the-ground work to be implemented under the grant, or environmental compliance to be completed for a specific project area, geospatial files of the work as planned must be submitted within 60 days of execution of the Grant Agreement and geospatial files of the work as completed must be submitted with the final report.

Accepted GIS file formats are zipped shapefiles (.shp) or file geodatabases (.gdb) with the projected coordinate system NAD 1983 California (Teale) Albers (Meters) (ESPG: 3310). Each project geometry type must be a polygon (single or multipart feature) with the below attributes:

- SNCGrant (Integer) — the SNC grant number
- OrgName (Text) — the name of the applicant organization.
- ProjName (Text) — the project's name as it is on the grant agreement.

Performance Measures Reporting:

Performance Measures are used to track progress toward Project goals and desired outcomes. They provide a means of reliably measuring and reporting the outcomes and effectiveness of a Project and how it contributes to the SNC's achievement of its programmatic goals. Additional information, including details on specific Performance Measures, can be found on the SNC web site.

The Grantee shall report on Performance Measures as part of the Final Report. The Grantee shall consider the following four quantitative Performance Measures and report on the ones that are applicable to this Project.

1. Resources Leveraged in the Sierra Nevada:
The purpose of this Performance Measure is to measure the additional resources

generated as a result of SNC investment. The total value is based on matching funds provided by external sources, number of volunteer hours donated, and the value of major in-kind contributions made to a Project.

2. Number and Diversity of People Reached:
The purpose of this Performance Measure is to measure progress on information-sharing and education efforts, and the inclusiveness of other Project efforts, such as plan development.
3. Number and Type of Jobs Created:
The purpose of this Performance Measure is to measure economic benefits to the Sierra Nevada Region by tracking the full-time-equivalent jobs created by SNC-funded activities.
4. Number and Value of New, Improved, or Preserved Economic Activities:
The purpose of this Performance Measure is to provide the types, quantities, and, where appropriate, estimated dollar values of new, improved, or preserved economic activities, products, and services. This PM relates to SNC's goals to develop tourism and recreational opportunities, aid in the preservation of working landscapes, and assist the regional economy.

In addition, the Grantee shall report on Project-specific Performance Measures that will help describe Project outcomes in a measurable way. The specific Performance Measures and the associated targets for this Project include the following:

5. Number of Acres Completing Pre-Implementation Planning and Environmental Compliance:
The purpose of this Performance Measure is to quantify the acres for which planning and environmental compliance was completed as part of this grant. This Performance Measure includes acres for which draft environmental compliance documents are complete, but where agency decisions remain incomplete.