

Agreement between the County of Nevada and the United Way of Nevada County

This Agreement is made and entered into as of the 1st day of December 2022 by and between the COUNTY OF NEVADA, a political subdivision of the State of California ("County"), and the United Way of Nevada County ("UWNC"), collectively the "Parties" (individually as "Party").

WHEREAS, in support of the Nevada County Board of Supervisors 2022 Objective to "Lead the community in all hazards planning, preparedness, response and recovery with a focus on wildfire" the Nevada County Office of Emergency Services and the United Way of Nevada County identified a need to support the Access and Functional Needs Program for seniors, low-income, and residents with disabilities to ensure that these vulnerable community members receive support in achieving defensible space around their residences.

WHEREAS, the United Way of Nevada County works to support its partners and the residents of Nevada County in building better lives and meeting their basic needs.

WHEREAS, the United Way of Nevada County has received grant funds from the United Way of the Wine Country, the functional intent of which align(s) with the Board Objective, the United Way of Nevada County will be granting twenty-four thousand (\$24,000) in funds to the County of Nevada Office of Emergency Services to support the Access and Functional Needs Program.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Fund Allocation:** Nevada County Office of Emergency Services shall amend their budget to include the funds awarded by United Way of Nevada County. These funds shall be allocated to the Access and Functional Needs Program and shall be in the total amount granted by the United Way of Nevada County (\$24,000).
2. **Use of Funds:** The Nevada County Office of Emergency Services agrees to use the funds on expenditures related to providing defensible space services to eligible parties under the Access and Function Needs Program. Eligible use of award funds includes, but is not limited to, provision of contract tree services, mastication services, or other fuels reduction/vegetation services and associated salary, benefits, and equipment costs to ensure that defensible space objectives are met for residents included in the Phase I AFN Program funded by FEMA.
3. **Term of Agreement:** This Agreement shall commence on the date of last signature of this grant agreement. All funds provided by this Agreement shall be expended by April 2, 2023.
4. **Electronic Signatures:** The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.
5. **Reporting:** Upon completion of the term, The Nevada County Office of Emergency Services shall submit a report no later than 60 days after the expiration of this Agreement. The report shall contain the addresses at which services were provided, the total cost of providing the listed services, and before/after photos.

6. **Entirety of Agreement:** This Agreement contains the entire agreement of County and United Way of Nevada County with respect to the subject matter hereof, and no other agreement, statement, or promise made by any Party, or to any employee, officer, or agent of any Party, which is not contained in this Agreement, shall be binding or valid. Should all or any portion of any provision of this Agreement be held unenforceable or invalid for any reason, but the remainder of the Agreement can be enforced without failure of material consideration to any Party, then the remaining portions or provisions shall be unaffected.
7. **Exhibits:** All exhibits referred to herein and attached hereto are incorporated herein by this reference.
8. Upon request, UWNC or its authorized representative shall have access to and the right to examine all records, books, papers, or documents of the COUNTY related to the Project and use of UWNC funds provided under this Agreement. The COUNTY shall retain such records, books, papers, and documents for a period of not less than five (5) years from the termination date.
9. The Parties to this Agreement hereby certify that they are acting independently and not as agents, employees, or joint ventures with each other. Neither Party nor its officers, employees or volunteers are employees of the other.
10. The terms and conditions of this Agreement, including any exhibits hereto, may not be amended except in writing, signed by both parties. Any amendment or addendum to this Agreement shall expressly refer to this Agreement.
11. The waiver of any provision of this Agreement shall be in writing, signed by the Party granting the waiver, and such waiver shall not operate or be construed as a waiver of any other provision of the Agreement.
12. Any notices that either Party desires to or is required to give to the other Party or to any other person shall be in writing and either served personally or sent by prepaid first-class mail. Such notices shall be addressed to the other Party at the address set forth below. Either Party may change its address by notifying the other Party of the change of address. Notice shall be deemed received within seventy-two hours from the date of mailing, if mailed as provided in this Paragraph.

To County:

Elise Strickler
Information General Services
950 Maidu Avenue, Suite 130
Nevada City, CA 95959

To United Way of Nevada County:

Louise Reed
United Way of Nevada County
563 Brunswick Road, Suite 11
Grass Valley, CA 95945

13. **Assignment:** This Agreement may not be assigned by either Party. This Agreement is made and entered into for the sole protection and benefit of COUNTY and the UWNC. No other person or entity shall have any right of action based upon any provision of this Agreement.

14. **Governing Law and Venue:** This Agreement shall be governed by the laws of the State of California. The venue for any legal proceedings regarding this Agreement.

15. **Authority:** All individuals executing this Agreement on behalf of a Party represents and warrants to the other Party that he or she has authority to bind and commit each such Party to this Agreement.

IN WITNESS WHEREOF, the Parties hereunto have executed this Agreement on the dates hereinafter set forth.

COUNTY OF NEVADA:

By:  Date: 12/15/22
Craig Griesbach, Director, Nevada County Office of Emergency Services

APPROVED AS TO FORM:

UNITED WAY OF NEVADA COUNTY

By:  Dated: 12/9/2022
Louise Reed, Executive Director, United Way of Nevada County