



RESOLUTION No. 23-535

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION ACCEPTING THE WILDLIFE CONSERVATION BOARD GRANT FOR THE SIERRA FOOTHILL FOREST CLIMATE RESILIENCE PROJECT (WC-2340KM) IN THE AMOUNT OF \$2,396,000 FOR USE DURING THE PERIOD OCTOBER 3, 2023 THROUGH MARCH 31, 2027, RATIFYING THE GRANT AGREEMENT DATED OCTOBER 3, 2023, AND AUTHORIZING THE DIRECTOR OF OFFICE OF EMERGENCY SERVICES TO EXECUTE ALL ADDITIONAL DOCUMENTS REQUIRED TO FULFILL THE REQUIREMENTS OF THE GRANT ON BEHALF OF THE COUNTY OF NEVADA

WHEREAS, Emergency Preparedness is an Objective of the County of Nevada Board of Supervisors with a focus on wildfire by improving countywide evacuation routes and safety, continuing to strengthen early alert and critical communication systems, partnering closely with residents and community partners in emergency preparedness, defensible space, home hardening, green waste disposal, and fire-safe land stewardship; and

WHEREAS, funds were made available to the Wildlife Conservation Board for the enhancement or restoration of fish and wildlife habitat and for the development of public access facilities for hunting, fishing or other wildlife-oriented recreational uses; and

WHEREAS, the Sierra Foothill Forest Climate Resilience Project (SFFCRP) will improve forest health and reduce catastrophic wildfire risk using climate-smart management practices across multiple private and Federal parcels in Nevada City, California; and

WHEREAS, the County of Nevada Office of Emergency Services intends to implement the Sierra Foothill Forest Climate Resilience Project (SFFCRP) which will restore mixed-conifer oak woodland across multiple private and federal parcels in the Sierra Nevada foothills; and

WHEREAS, the County of Nevada Office of Emergency Services (OES) submitted a grant proposal to the Wildlife Conservation Board (WCB) in partnership with local non-profit Sierra Streams Institute for the SFFCRP on February 15, 2023; and

WHEREAS, retroactive permission to apply for this grant was brought to the Board of Supervisors and approved on March 14, 2023 (No. 23-114); and

WHEREAS, the Wildlife Conservation Board brought forward a recommendation to fund this project at their Board of Directors meeting on August 24, 2023; and

WHEREAS, the Wildlife Conservation Board subsequently awarded funding for the SFFCRP and issued a Notice to Proceed on October 3, 2023.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Nevada, State of California, accepts the Wildlife Conservation Board grant for the Sierra Foothill Forest Climate Resilience Project (WC-2340KM) in the amount of \$2,396,000 during the period October 3, 2023 through March 31, 2027, ratifies the execution of the grant agreement dated October 3, 2023, and authorizes the Director of Office of Emergency Services to execute the grant agreement and all additional documents required to fulfill the requirements of the grant on behalf of the County of Nevada.

Funding:
0101-20702-414-1000 / 445200 \$2,396,000

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 24th day of October, 2023, by the following vote of said Board:

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

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 


Edward C. Scofield, Chair



GAVIN NEWSOM, Governor
NATURAL RESOURCES AGENCY
DEPARTMENT OF FISH AND WILDLIFE
WILDLIFE CONSERVATION BOARD
Mailing Address: P. O. Box 944209
Sacramento, California 94244-2090
www.wcb.ca.gov
(916) 445-8448

Date: 8/10/2023

Craig Griesbach
Director
Nevada County Office of Emergency Services
craig.griesbach@nevadacountyca.gov

SIERRA FOOTHILL FOREST CLIMATE RESILIENCE
NEVADA COUNTY
GRANT AGREEMENT NO. WC-2340KM
PROJECT ID: 2023029

Dear Craig Griesbach:

Enclosed is a copy of a Grant Agreement for the above referenced project, which is tentatively scheduled for consideration at the August 24, 2023 meeting of the Wildlife Conservation Board. In order to maintain a place on the August agenda, the agreement must be signed on behalf of the grantee with a DocuSign electronic signature by August 18, 2023.

Once approved, we will send you a fully executed copy for your records. Please do not incur any costs toward this project until you have received a fully executed agreement and Notice to Proceed.

Thank you for your interest in working with the Wildlife Conservation Board. If you have any questions, please contact Kurt Malchow at kurt.malchow@wildlife.ca.gov or (916) 926-2792.

Sincerely,

DocuSigned by:

12465785E47E441...
Scott McFarlin, Supervisor
Restoration and Development

Enclosure(s)

ec: Morgan Kilgour, Acting Regional Manager
CDFW North Central Region (2)

CALIFORNIA WILDLIFE CONSERVATION BOARD

GRANT AGREEMENT

Between

STATE OF CALIFORNIA, WILDLIFE CONSERVATION BOARD

and

NEVADA COUNTY OFFICE OF EMERGENCY SERVICES

for

SIERRA FOOTHILL FOREST CLIMATE RESILIENCE

NEVADA COUNTY, CALIFORNIA

WC-2340KM

**State of California
Natural Resources Agency
Department of Fish and Wildlife
Wildlife Conservation Board**

Sierra Foothill Forest Climate Resilience
Grant Agreement Number WC-2340KM
Project ID: 2023029

GRANTEE: Nevada County Office of Emergency Services
950 Maidu Avenue, Nevada City, CA 95959
Attn.: Alex Keeble-Toll
Phone: (530) 470-2521
E-mail: Alex.KeebleToll@NevadaCountyCA.gov

GRANTOR: Wildlife Conservation Board
P.O. Box 944209
Sacramento, California 94244-2090
Attn.: Kurt Malchow, State Representative
Phone: (916) 926-2792
E-mail: kurt.malchow@wildlife.ca.gov

Grant Agreement No.: WC-2340KM

Board Approval Date: August 24, 2023

Projected Completion Date: March 31, 2027

Terms of Agreement:
Capital Improvements: Notice to Proceed Date (10/3/2023) through March 31, 2027
Management: Completion of Capital Improvements to August 24, 2038
Project Life: Fifteen years

Project ID: 2023029

Grant Amount: \$2,396,000

Fund Source: General Fund

1. SCOPE OF AGREEMENT

Pursuant to the Wildlife Conservation Law of 1947, Chapter 4.0 of Division 2, (commencing with Section 1300) of the California Fish and Game Code; the General Fund, Budget Act of 2023, Nature Based Solutions, Cascades and High Sierra Upper Watersheds Program Provision (AB102, Sec. 85(3)(c)); and the approval granted by the Wildlife Conservation Board on August 24, 2023, the Wildlife Conservation Board (Grantor) hereby grants to the Nevada County Office of Emergency Services (Grantee), a sum not to exceed two million three hundred ninety six thousand dollars (\$2,396,000) (Grant Funds), upon and subject to the terms and conditions of this Grant Agreement (Agreement).

2. PURPOSES OF GRANT

Grantor is entering into this Agreement, and the Grant Funds shall be used, only for the purpose of assisting Grantee with the project generally described as: improve forest health and reduce catastrophic wildfire risk using climate-smart management practices on multiple private and Federal parcels (Project) on approximately 625 acres of Federal and privately-owned lands commonly known as Sierra foothills forests, located in Nevada County, California (Properties). The Properties are generally shown on the attached Exhibit A - LOCATION MAP. The Properties are Federal parcels as well as under multiple private ownerships.

3. CONDITIONS OF GRANT

Grantor's obligation to disburse Grant Funds under this Agreement is conditioned upon and subject to the satisfactory completion of all of the following conditions:

- 3.1 Grantor shall have reviewed and approved all documents pertaining to the Project, including, without limitation, feasibility and planning studies, designs, plans, budgets, cost estimates, timelines, and agreements. Such review and approval by Grantor will be for compliance with this Agreement as well as funding and other requirements applicable to Grantor and shall not be unreasonably withheld.
- 3.2 Grantor shall have reviewed and approved a certified resolution or other appropriate action of the governing board or governing body of Grantee, authorizing the execution and performance of this Agreement and the carrying out of the Project by Grantee.
- 3.3 Grantee shall have disclosed all funding sources for the Project, including all amounts applied for or obtained from sources other than Grantor. These amounts shall be reflected in the attached Exhibit B – BUDGET (Budget) by Budget category. As between Grantor and Grantee, Grantee shall be responsible for any and all Project costs that exceed the amount of the Grant Funds provided under this Agreement.
- 3.4 The grant proposal shall have been approved by the Wildlife Conservation Board at a public meeting, this Agreement shall have been fully executed by Grantor and Grantee, and Grantee shall have received a written "Notice to Proceed" from Grantor. The approval of the grant proposal by the Wildlife Conservation Board, if such approval is given, shall not constitute authorization for the commencement of the Project or expenditure of Grant Funds. No expenditure made or activity initiated prior to Grantee's

receipt of a written Notice to Proceed from Grantor will be eligible for reimbursement by Grantor.

4. DISBURSEMENTS

- 4.1 Upon satisfaction of all of the Conditions of Grant set forth in Section 3, above, and so long as Grantee is not in breach or default under this Agreement, Grantor agrees to disburse the Grant Funds to Grantee, in arrears, in installments as set forth in this Section 4. Disbursements shall be made not more frequently than monthly and disbursements of less than \$5,000 should be made not more frequently than quarterly. All disbursements shall be subject to the availability of funds for purposes of the Project as provided in Section 4.8.
- 4.2 Grantee shall request disbursement of Grant Funds by submitting a disbursement request to Grantor for approved budgeted work performed on the Project in accordance with Section 4.3. Disbursement shall be contingent upon approval of the disbursement request by Grantor.
- 4.3 The disbursement request must be submitted on Grantee's letterhead, signed by an authorized representative of Grantee, and include a written description of the work completed during the period of the disbursement request. Requests for disbursement must be itemized using the same categories included in the attached Budget. A Disbursement Request Template provides the format to use for submitting disbursement requests to Grantor. Each disbursement request shall contain supporting or back-up documentation for all amounts shown on the request, including receipts for all materials and supplies, all Grantee staff time shown by number of hours worked and hourly rate, and all contractor or sub-contractor services.
- 4.4 Grantor may withhold ten percent (10%) of the total approved amount from each disbursement (Retained Grant Funds) until Grantor has approved the completion of the Project, the final report required by Section 6.4, and the final request for disbursement.
- 4.5 Upon completion of Project activities, Grantee may request disbursement of the Retained Grant Funds. Grantee shall submit this request no later than thirty (30) days after the Projected Completion Date (as defined in Section 6.1).
- 4.6 Please submit disbursement requests electronically to WCB at WCBCLerical@wildlife.ca.gov and WCB Project Manager Kurt Malchow (kurt.malchow@wildlife.ca.gov) with "Project ID 2023029 Invoice No. ____" in the subject line.
- 4.7 Grantee shall reimburse Grantor for any erroneous disbursement of Grant Funds under this Agreement. Reimbursement shall occur within 30 days of written demand by Grantor. Interest shall accrue at the highest rate allowed by law from the time that reimbursement becomes due and owing until received by Grantor.
- 4.8 Grantor shall not be obligated to disburse any remaining unpaid portion of the Grant Funds unless and until sufficient funds identified for allocation to the Project (as further

specified in the Funding Certification attached to this Agreement) are released by the State Treasurer's Office to Grantor for expenditure for this grant. No request for disbursement submitted prior to the release of such funds to Grantor shall be effective.

- 4.9 With the final invoice, Grantee shall provide a completed Final Cost Share Accounting Form when work is completed. The completed Final Cost Share Accounting Form shall identify and delineate all cost share funds expended and in-kind services provided during the Grant term before Project completion and will be consistent with Exhibit B – BUDGET.

5. BUDGET AND INDIRECT COSTS

- 5.1 The attached Budget is an estimate of the Grantee's anticipated costs for the Project and discloses all funding sources for the Project, including all amounts applied for or obtained from sources other than Grantor. Should the Budget not disclose all funding sources for the Project, Grantor may refer this grant to the Department of Finance for a Project audit. Grantee may seek additional funding from sources other than Grantor, with Grantor's approval, to cover cost increases or to reduce Grantor's cost share. Should Grantee obtain additional funds from sources other than Grantor, Grantee shall promptly notify Grantor of the amounts and sources of the additional funding and submit a proposed new budget reflecting any changes to Grantor for its approval.

When actual Project costs indicate that the costs of certain Budget categories payable by Grantor are higher than estimated, and these higher costs are offset by lower costs in other Budget categories payable by Grantor, the Grantee may submit a written request to Grantor to shift funds between such Budget categories. Contingencies shall be used only upon written approval by Grantor. Grantor shall approve or deny a requested Budget revision or use of contingencies in writing within 10 business days of receipt of Grantee's written request.

- 5.2 Indirect cost rates are limited to a maximum of 15 percent of the total direct WCB Grant Funds. Any amount over 15 percent will not be funded but may be used as cost share. If Grantee seeks to recover indirect or administrative costs, this item should be included as a line item in the Budget. Any cost that is billed as a direct cost may not be included in indirect cost rates. Indirect costs include, but are not limited to, the following: workers compensation insurance, utilities, office space rental, phone, and copying which is directly related to completion of the Project.

It is the responsibility of the Grantee to keep documentation for all indirect costs claimed in Exhibit B. For all indirect costs claimed, Grantee must keep backup documents in audit-ready files (these documents are not provided to WCB).

6. GRANTEE'S COVENANTS

In consideration of this Agreement, Grantee hereby covenants and agrees as follows:

- 6.1. Grantee will complete or cause to be completed all Project activities in accordance with Grantee's proposed design and specifications submitted to Grantor, a copy of which is

attached as Exhibit C - WORK PLAN and incorporated herein by this reference, on or before March 31, 2027 (Projected Completion Date). The Project will be considered complete when all Project activities have been completed and Grantor has approved the completion of the Project, the final report required by Section 6.4, and the final request for disbursement.

- 6.2 Grantee is responsible for obtaining all necessary permits and approvals for the Project (including its construction, management, monitoring, operation, use and maintenance), and complying with all federal, state and local statutes, laws, regulations, ordinances, orders and other governmental and quasi-governmental requirements that apply to the Project (including its construction, management, monitoring, operation, use and maintenance).
- 6.3 Grantee shall recognize the cooperative nature of the Project and shall provide credit to the Grantor on signs, demonstrations, promotional materials, advertisements, publications and exhibits prepared or approved by Grantee referencing the Project. Any sign installed on the Property referencing the Project shall be subject to the mutual agreement of Grantor, Grantee and Landowner regarding text, design and location and shall display the logo of Grantor.
- 6.4 Not later than 30 days following the completion of all Project activities Grantee will submit one digital copy of a final report of accomplishments, including pre- and post-Project photographs and a final design or site plan of the Project, to Grantor.
- 6.5 Grantee shall ensure that the Property enhanced with funds provided by Grantor is operated, used and maintained throughout the Project Life consistent with the Purposes of Grant and in accordance with the long-term management plan for the Project attached as Exhibit D – MANAGEMENT PLAN. Grantee may contract with Landowner to manage the Project on behalf of Grantee, however, as between Grantor and Grantee such management will remain the responsibility of Grantee.
- 6.6 The Grantee shall cause the Landowners permit Grantor and their respective members, officers, employees, agents and representatives, to access the Property at least once every twelve months from the date of Grantor's Notice to Proceed through the end of the Project Life for purposes of inspections and/or monitoring. Such access shall be at times reasonably acceptable to the Landowner and the requester following written or verbal request to the Grantee.

7. BREACH AND REMEDIES

- 7.1 In the event of a breach of Grantee's obligations under this Agreement, Grantor shall give notice to Grantee describing the breach. If Grantee does not cure the breach described in the Grantor's notice within 90 days after the date of Grantor's notice (or, if the breach cannot reasonably be cured within 90 days, Grantee does not commence the cure within the 90-day period and diligently pursue it to completion), then Grantee shall be in default of this Agreement.

- 7.2 In the event of a default by Grantee before the Project is complete then, in addition to any and all other remedies available at law or in equity, Grantor may seek specific performance of this Agreement. Grantee agrees that specific performance is an appropriate remedy because the benefits to Grantor from Grantee's completion of the Project in accordance with this Agreement, as described in Section 2 (Purposes of Grant), are unique and damages would not adequately compensate Grantor for the loss of such benefits.
- 7.3 In the event of a default by Grantee, in addition to any and all other remedies available at law or in equity, Grantor may withhold Grant Funds from Grantee or may require reimbursement of Grant Funds that were disbursed in error due to a breach of the Grant terms, including incorrect billing of indirect costs as identified in Section 5.2.
- 7.4 In the event of a default by Grantee, in addition to any and all other remedies available under this Agreement, at law or in equity, Grantor may require Grantee to reimburse the Grant Funds to Grantor in an amount determined by application of the following Reimbursement Formula:

"Reimbursement Formula"

Formula: Dollar amount of Grant Funds divided by Project Life, times the number of years remaining in the Project Life.

Example: Grantor grants \$50,000 to Grantee for the restoration and enhancement of wetland and riparian habitat, and the Project Life is 25 years. With 10.5 years remaining on the Project Life, the Grantee is in default under the Agreement. The reimbursement amount would be \$21,000, calculated as follows:

$$(\$50,000 \div 25 \text{ years}) \times 10.5 \text{ years} = \$21,000$$

Reimbursement shall be due from Grantee immediately upon written demand by Grantor. Interest shall accrue at the highest rate allowed by law from the time that the reimbursement becomes due until it is actually received by Grantor.

- 7.5 Any costs incurred by Grantor, where Grantor is the prevailing party, in enforcing the terms of this Agreement, including but not limited to costs of suit, attorneys' and experts' fees, at trial and on appeal, and costs of enforcing any judgment, shall be borne by Grantee.
- 7.6 Waiver of any breach or default by Grantee shall not be deemed to be a waiver of any subsequent breach or default, nor shall it constitute a modification of this Agreement.

8. ADDITIONAL TERMS AND CONDITIONS

8.1 Grantee Responsible for Project

While the Grantor undertakes to assist the Grantee with the Project by providing a grant pursuant to this Agreement, the Project itself remains the sole responsibility of the Grantee. Grantor undertakes no responsibilities to the Grantee, the Landowner, or any

third party, other than as expressly set out in this Agreement. The responsibility for implementing the Project is solely that of the Grantee, as is the responsibility for any claim or suit of any nature by any third party related in any way to the Project.

8.2 Contracts

All agreements between Grantee and any third party related to the Project must be in writing and contain language that establishes the right of the auditors of the State of California to examine the records of the third party relative to the goods, services, equipment, materials, supplies or other assistance provided to Grantee for the Project. Grantee shall provide a complete copy of each agreement over \$10,000 to Grantor prior to commencing work.

8.3 Indemnification

To the fullest extent permitted by law, Grantee shall indemnify, protect, and hold harmless the Wildlife Conservation Board and the State of California, and their respective members, officers, agents, employees and representatives, from and against any and all claims, demands, damages, losses, costs (including attorneys' fees), expenses, and liability of any nature (Claims) arising out of or incident to the Project, Grantee's entry upon and use of the Property, and the performance of, or failure to observe or perform, any obligations of the Grantee under this Agreement. The obligations of Grantee under this Section 8.3 include, without limitation, Claims resulting from the generation, use, storage, disposal, release or threatened release of any hazardous or toxic substance, material or waste; petroleum or petroleum products and other substances that present a threat to human health or the environment.

8.4 Amendment; Severability

This Agreement may be modified only by a written amendment signed by Grantor and Grantee. No oral or written understanding or agreement not incorporated in this document shall be binding on the parties.

If any provision of this Agreement or the application thereof to any person or circumstance is held to be invalid or unenforceable, that shall not affect any other provision of this Agreement or applications of the Agreement that can be given effect without the invalid provision or application. To this end the provisions of this Agreement are severable.

8.5 Independent Capacity of Grantee; Withholding and Payments

Grantee, its members, officers, directors, employees, agents, and representatives, is each acting in an independent capacity in entering into and carrying out this Agreement, and not as a partner, member, officer, agent, employee, or representative of Grantor. Grantee is responsible for withholding and paying employment taxes, insurance and deductions of any kind required by federal, state, or local laws.

8.6 No Assignment or Transfer

This Agreement is not assignable or transferable by Grantee, either in whole or in part, without the prior written consent of Grantor which Grantor may grant or withhold in Grantor's discretion.

8.7 Accounting/Records/Audits

Grantee shall maintain complete and accurate records of its actual Project costs, in accordance with generally accepted accounting principles and practices, and shall retain said records for at least three years after final disbursement by Grantor. During such time, Grantee shall make said records available (or cause them to be made available) to the State of California for inspection and audit purposes during normal business hours. Expenditures not documented, and expenditures not allowed under this Agreement or otherwise authorized in writing by Grantor shall be borne by Grantee. The audit shall be confined to those matters connected with this Agreement, including but not limited to administration and overhead costs.

8.8 Use of Grant Funds to Secure Additional Funding

Grantee agrees that the funding provided under this Agreement shall not be used as cost share for other grants, or to secure loans or other monetary awards without written approval from the Executive Director, Wildlife Conservation Board. Such approval shall not be unreasonably withheld as long as the purposes for which the grant was awarded are maintained.

8.9 Termination or Suspension of Agreement

At any time before Grantee has broken ground on the Project Grantor may terminate this Agreement for any reason by providing Grantee not less than 30 days written notice of termination. In addition, Grantor may suspend this Agreement at any time upon written notice to Grantee. In either case, Grantee shall immediately stop work under this Agreement and take all reasonable measures to prevent further costs to Grantor. The Grantor shall be responsible for reasonable and non-refundable obligations or expenses incurred by the Grantee under this Agreement prior to the date of the notice to terminate or suspend, but only up to the undisbursed balance of funding authorized in this Agreement. Any notice suspending work under this Agreement shall remain in effect until Grantor authorizes work to resume by giving further written notice to Grantee.

8.10 Resolution of Disputes

The State Project Representative is identified on Page 1 of this Agreement. The State Project Representative has initial jurisdiction over each controversy arising under or in connection with the interpretation or performance of this Agreement or disbursement of Grant Funds. The Grantee will diligently pursue with the State Project Representative a mutually agreeable settlement of any such controversy.

If the controversy cannot be resolved between Grantee and the State Project Representative, the Grantee must direct the grievance together with any evidence, in writing, to the Executive Director of the Wildlife Conservation Board. The grievance must state the issues in the dispute, the legal authority or other basis for the Grantee's position and the relief sought.

The Executive Director or designee shall meet with a representative of the Grantee to review the issues. A written decision signed by the Executive Director or designee shall

be returned to the Grantee within twenty (20) working days of the conclusion of this meeting.

8.11 Drug-Free Workplace Certification

By signing this Agreement, Grantee hereby certifies under penalty of perjury under the laws of the State of California that Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- 8.11.1 Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- 8.11.2 Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - a) the dangers of drug abuse in the workplace;
 - b) the person's or organization's policy of maintaining a drug-free workplace;
 - c) any available counseling, rehabilitation, and employee assistance programs; and,
 - d) penalties that may be imposed upon employees for drug abuse violations.
- 8.11.3 Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed contract:
 - a) will receive a copy of the company's drug-free policy statement; and,
 - b) will agree to abide by the terms of the company's statement as a condition of employment on the contract.

Failure to comply with these requirements may result in suspension of disbursements under this Agreement or termination of the Agreement or both and Grantee may be ineligible for award of any future state contracts if the Grantor determines that any of the following has occurred: (1) Grantee has made false certification, or (2) Grantee violates the certification by failing to carry out the requirements as noted above.

8.12 Union Organizing

By signing this Agreement, the Grantee hereby acknowledges the applicability to this Agreement of Government Code Sections 16645 through 16649, and certifies that:

- 8.12.1 No state funds disbursed by this grant will be used to assist, promote, or deter union organizing;
- 8.12.2 Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure;
- 8.12.3 Grantee shall, where state funds are not designated as described in 8.12.2 above, allocate, on a pro-rata basis, all disbursements that support the grant program; and

8.12.4 If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

8.13 Labor Code Requirements; Prevailing Wage

State grants may be subject to California Labor Code requirements, which include prevailing wage provisions. Certain State grants administered by the California Wildlife Conservation Board and the California Department of Fish and Wildlife are not subject to Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the Labor Code. For more details, please refer to California Fish and Game Code Section 1501.5 and to the Department of Industrial Relations (DIR) website at <http://www.dir.ca.gov>. Grantee shall pay prevailing wage to all persons employed in the performance of any part of the Project if required by law to do so.

8.14 Disposition of Equipment

Title or ownership of equipment with a unit cost of \$5,000 or more may be retained by Grantee or Grantor upon end of the grant cycle; final disposition will be coordinated by WCB's Grant Manager.

8.15 Informational Products

All informational products (e.g. data, studies, findings, management plans, manuals, photos etc.) relating to California's natural environment and produced with the use of public funds shall be cataloged in the California Geoportal (<https://gis.data.ca.gov>), maintained by the California Department of Technology.

8.16 Non-Discrimination

During the performance of this Agreement, Grantee shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition, marital status, age (over 40), sex, sexual orientation, or use of family-care leave, medical-care leave, or pregnancy-disability leave. Grantee shall take affirmative action to ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination and harassment. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Grantee shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 (a-f) et seq.), and applicable regulations (California Code of Regulations, Title 2, Section 7285 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 by reference into this Agreement. Grantee shall give written notice of its obligations under this non-discrimination clause to labor organizations with which Grantee has 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 nondiscrimination and compliance provisions of this Agreement in all contracts related to the Project.

8.17 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 and grants with, and to refrain from entering any new contracts or grants with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should Grantor determine Grantee 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. Grantor shall provide Grantee advance written notice of such termination, allowing Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of Grantor.

9. NOTICE OF AGREEMENT

The terms, conditions and restrictions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their personal representatives, heirs, successors, and assigns and shall continue as a servitude running with the Property for the Project Life.

10. AUTHORIZATION

The signature of the Executive Director certifies that at the meeting of the Wildlife Conservation Board held on August 24, 2023, the Board authorized the award of a grant of up to \$2,396,000 to Grantee for the Project.

11. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one, and the same instrument.

12. ELECTRONIC SIGNATURES

The Parties agree to accept electronic signatures (as defined in Section 1633.2 of the California Civil Code), faxed versions of an original signature, or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

13. EFFECTIVENESS OF AGREEMENT

This Agreement shall be deemed executed and effective when fully signed by authorized representative(s) of each of Grantor and Grantee. Each party shall sign original counterparts of this Agreement, by written signature, via DocuSign, or another electronic method acceptable to Grantor. Each fully executed counterpart shall be deemed an original. Grantee shall receive a fully executed original and Grantor shall receive one fully executed original.

Sierra Foothill Forest Climate Resilience
Grant Agreement Number WC-2340KM
Project ID: 2023029

14. EXHIBITS

Each of the Exhibits referenced in this Agreement is incorporated by reference as though set forth in full herein. The following Exhibits are attached to this Agreement:

- Exhibit A** – Location Map
- Exhibit B** – Budget
- Exhibit C** – Work Plan
- Exhibit D** – Management Plan
- Exhibit E** – Landowner Access Agreement

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement.

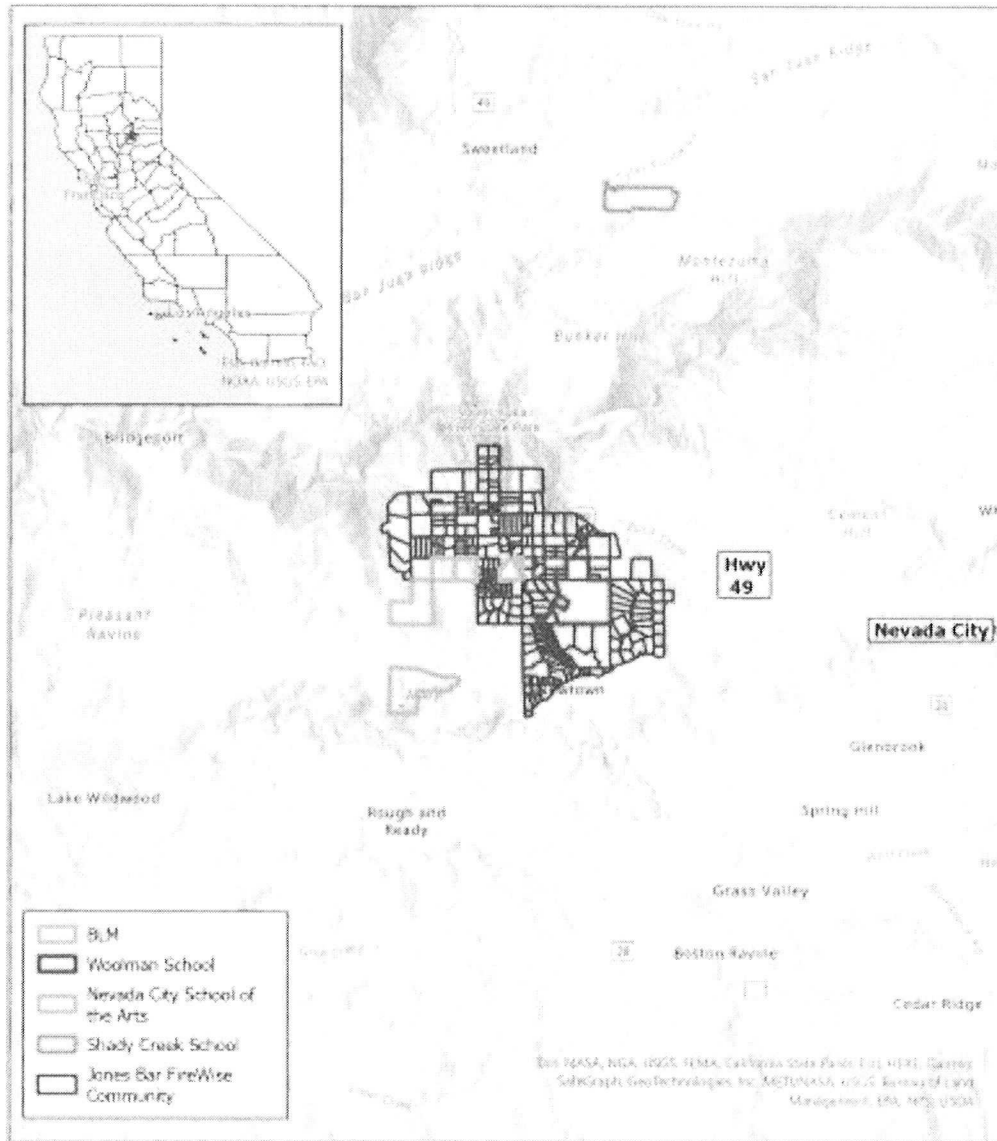
GRANTOR
STATE OF CALIFORNIA
WILDLIFE CONSERVATION BOARD

DocuSigned by:
 By: Rebecca J. Fris Date: 10/3/2023
 READER041E01476...
 Rebecca Fris
 Acting Executive Director

GRANTEE
NEVADA COUNTY OFFICE OF EMERGENCY SERVICES

DocuSigned by:
 By: Craig Griesbach Date: 8/16/2023
 D536696451FA486
 Craig Griesbach
 Director

EXHIBIT A – Location Map



Sierra Foothill Forest Climate Resilience
Grant Agreement Number WC-2340KM
Project ID: 2023029

EXHIBIT B - Budget

Project Task	WCB	Local Sources*	Total
Project Management	\$232,869	-	\$232,869
Contract Work	\$1,490,495	\$23,654	\$1,514,149
Education/Outreach	\$93,500	-	\$93,500
Monitoring	\$77,226	-	\$77,226
Indirect Costs	\$284,100	-	\$284,100
Contingency	\$217,810	-	\$217,810
TOTAL	\$2,396,000	\$23,654	\$2,419,654

*Local Cost Share: Yuba Bear Burn Cooperative Nevada County, and student volunteers.

EXHIBIT C – Work Plan

Project Summary:

The Sierra Foothills Forest Resilience Project (Project) will restore mixed-conifer oak woodland across multiple private and federal parcels in the Sierra Nevada foothills. The private lands include Woolman, Shady Creek, and Nevada City School of the Arts Outdoor School properties in addition to the Jones Bar FireWise Community, and four BLM parcels. This implementation grant is in fulfillment of the Sierra Foothills Forest and Climate Resilience WCB-funded planning grant (ID #2020121).

To achieve this restoration objective, targeted treatments will consist of fuel load reduction while promoting forest heterogeneity and wildlife corridors, removal of invasive species, planting and seeding, and the application of prescribed fire.

The Project will include public implementation tours, offer prescribed burning participation, and involve students in invasive species-removal research plots. Nevada County will provide project support, as well as Yuba Bear Burn Cooperative, the local Prescribed Burn Association, to assist with prescribed fire.

Task 1. Project Management

This task consists of activities required to facilitate the implementation work. The Forest Ecologist will write the Scope of Work, select and oversee contractors, flag units with a technician, produce CEQA exemption materials for approval by CAL FIRE, and consult a Registered Professional Forester and Wildlife Biologist as needed. Landowner outreach will occur to obtain CEQA exemption signatures and to schedule site visits for flagging, consultation regarding treatments, and implementation work.

Date of completion: 3/31/2027

Deliverables: Quarterly and annual progress reports, final report

Task 2. Contract Work

This task covers the expenses of the contract work itself. This includes payment for crews, operators, and equipment needed to complete the hand thinning, felling, mastication, piling/chipping, invasive species removal, prescribed burning, and planting/seeding in the project areas.

Date of completion: 3/31/2027

Deliverables: Executed subcontracts

Task 3. Education

Grantee will facilitate public tours after treatments occur. Demonstrations of prescribed burning with opportunity to participate will take place in collaboration with Yuba Bear Burn Cooperative, the local Prescribed Burn Association chapter. In addition, SSI's Our Forests education program will work with Nevada City School of the Arts students to design Scotch broom removal research plots on school grounds to learn about invasive species and land stewardship. Private landowner education will continue during site visits, and promotion of the SSI Jones Bar area forestry Toolkit developed from phase 1 planning effort.

Date of completion: 3/31/2027

Deliverables: Maps and photos of research plots, photo evidence of tours and prescribed burn participation, with total number of participants in final report

Task 4. Monitoring

No fewer than 12 monitoring points will exist within the project area for documentation and evaluation of work quality. Photo-monitoring before and after treatment will occur.

Date of completion: 3/31/2027

Deliverables: Photo points at the same location before and after the work in final report

Task	Task Description	Deliverables	Expected Completion Date
1	Project Management	Quarterly and Annual progress reports, Final report	Throughout the grant term
2	Contract Work	Executed subcontracts	Throughout the grant term
3	Education	Maps and photos of activities in final report	Throughout the grant term
4	Monitoring	Photo points pre- and post-treatment in final report	Throughout the grant term

Indirect Costs

Indirect cost rates are limited to 15 percent of the total direct WCB Grant Funds. Any amount over 15 percent will not be funded but may be used as cost share. If Grantee seeks to recover indirect or administrative costs, this item should be included as a line item in the Budget. Any cost that is billed as a direct cost may not be included in indirect cost rates. Indirect costs include, but are not limited to, the following: workers compensation insurance, utilities, office space rental, phone service, and copying which is directly related to completion of the Project.

Contingency

Contingency: Unanticipated project costs associated with WCB-funded tasks only, requires WCB staff approval prior to use.

*Sierra Foothill Forest Climate Resilience
Grant Agreement Number WC-2340KM
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EXHIBIT D - Management Plan

This forest restoration project is managed for its duration by Sierra Streams Institute. Consultation with a Registered Professional Forester (RFP) will occur as needed to execute plans in accordance with California Forest Practice Rules. CEQA exemptions will be completed on an annual basis and validated and filed with CAL FIRE (the "lead agency") on behalf of each landowner. Monitoring of the project sites will occur before, during, and after treatments are completed.

If at any time during the 15-year life of the project, the Grantee does not manage and maintain the project improvements, the Grant Agreement requires that it refund to the State of California an amortized amount of funds based on the number of years left on the project life.

Sierra Foothill Forest Climate Resilience
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Exhibit E – Landowner Access Agreement

Requested by and when recorded mail
to: Nonprofit organization/public
agency address

Space above this line for Recorder's Use

**AGREEMENT REGARDING ACCESS TO AND USE OF REAL
PROPERTY IN ORDER TO IMPLEMENT A HABITAT
RESTORATION PROJECT**

This agreement is entered into by Sierra Streams Institute _____, a
California nonprofit organization ("the nonprofit organization"), or
_____, a public agency, and _____ ("the landowner").

PERTINENT FACTS

- A. The landowner owns certain real property ("the property"), located in _____, _____ County, California, as shown in Exhibit A, which is incorporated by reference and attached.
- B. The nonprofit organization is a California nonprofit organization existing under Section 501(c)(3) of the United States Internal Revenue Code and whose purposes are consistent with Division 21 of the California Public Resources Code.
- C. The nonprofit organization/public agency has been contacted by the landowner to assist in restoring the natural resources and enhancing habitat on the property, and the nonprofit organization/public agency seeks to provide this assistance.
- D. On _____, the State Wildlife Conservation Board ("the Board"), an agency of the State of California established under Division 2 of the Fish and Game Code, authorized a grant to the nonprofit organization/public agency to undertake on the property certain habitat restoration projects.
- E. The grant agreement requires that the nonprofit organization/public agency enter into an agreement sufficient to protect the public interest in any restoration projects implemented under the Board's grant, and to ensure that the nonprofit organization/public agency has permission to implement and monitor projects on the owner's land.

THE NONPROFIT ORGANIZATION/PUBLIC AGENCY AND THE LANDOWNER AGREE AS FOLLOWS, in light of the Pertinent Facts, above:

1. **DURATION**. This agreement shall take effect when fully executed, on the date last signed below, and shall run until _____, unless the agreement is terminated earlier by mutual agreement in writing by the parties, with the written consent of the Executive Director of the Board.
2. **CONSTRUCTIVE NOTICE** The terms, conditions and restrictions of this agreement, the Boards grant agreement, and the provisions of the project shall be binding upon, and inure to, the benefit of the parties hereto and their personal representatives, heirs, successors, and assigns and shall continue as a servitude running with the land for the Project Life, until _____.

This document, substantially as shown, shall be signed by the nonprofit organization/public agency and the landowner and recorded with the appropriate County Recorder's Office. In addition, the landowner shall notify prospective buyers, lessees, or operators of the property to make them aware of this project and this agreement.

3. **ACCESS BY THE NONPROFIT ORGANIZATION/PUBLIC AGENCY**. The nonprofit organization/public agency shall have access to the property, with at least a 30-day prior written or verbal notice to the landowner, to accomplish the purposes of this agreement, including monitoring during the entire term of this agreement.
4. **RESTORATION AND MAINTENANCE**. The nonprofit organization/public agency shall implement a restoration project on the property in accordance with the grant agreement, including removal of brush, trees, and non-native species; planting and seeding, the application of prescribed fire, and applying herbicide. The nonprofit organization/public agency shall maintain the project during the implementation phase of this agreement and shall monitor and maintain the improvements as necessary to maintain the habitat value and/or the functionality of the installed infrastructure during the management and maintenance portion of this agreement.
5. **INSPECTION**. The nonprofit organization/public agency and the landowner shall permit the Board, its agents or employees, and the Department of Fish and Wildlife to visit the project site at agreed-upon

intervals, during the term of this agreement to determine whether the site is being restored and maintained in a manner consistent with the grant agreement.

6. **LANDOWNER'S USE OF THE PROPERTY**. Except as provided in this paragraph, the landowner reserves the right to use the property in any manner, provided that its use does not unreasonably interfere with the nonprofit organization's/public agency's rights under this agreement. During the term of this agreement, the landowner shall use the property and habitat improvements in a manner consistent with the purposes of the grant agreement; this includes, but is not limited to, refraining from harming, damaging, removing, altering, or interfering with the restored sites.

7. **LIABILITY**. The nonprofit organization/public agency shall be responsible for, indemnify and save harmless the landowner and the Board, its officers, agents, and employees from any and all liabilities, claims, demands, damages or costs resulting from, growing out of, or in any way connected with or incident to the property and improvements on it, except for active negligence of the landowner or the Board, its officers, agents or employees. The duty to indemnify and save harmless includes the duty to defend as set forth in Civil Code Section 2778. The nonprofit organization/public agency waives any and all rights to any type of express or implied indemnity or right of contribution from the Board, its officers, agents or employees, for any liability resulting from, growing out of, or in any way connected with or incident to the project, the property, and improvements on it.

8. **AUTHORIZING SIGNATURES**

_____ (the nonprofit organization or public agency)

[Authorized signature]

Date

[Print or type name]

[Title]

*Sierra Foothill Forest Climate Resilience
Grant Agreement Number WC-2340KM
Project ID: 2023029*

_____ (Landowner)

[Authorized signature]

Date

[Print or type name]

[Title]



GAVIN NEWSOM, Governor
NATURAL RESOURCES AGENCY
DEPARTMENT OF FISH AND WILDLIFE
WILDLIFE CONSERVATION BOARD
Mailing Address: P.O. Box 944209
Sacramento, California 94244-2090
www.wcb.ca.gov
(916) 445-8448

Date: 10/3/2023

Craig Griesbach
Director
Nevada County Office of Emergency Services
craig.griesbach@nevadacountyca.gov

SIERRA FOOTHILL FOREST CLIMATE RESILIENCE
NEVADA COUNTY
GRANT AGREEMENT NO. WC-2340KM
PROJECT ID: 2023029

Dear Craig Griesbach:

Enclosed for your records is a fully executed Grant Agreement for the above referenced project. Please keep a copy of the fully executed Grant Agreement for your records.

This is your Notice to Proceed in accordance with the terms and conditions of the agreement. Please note that all materials must be ordered and work completed by the Projected Completion Date of March 31, 2027 to be eligible for reimbursement. The final invoice for billables within the grant term can be submitted up to 30 days past that date.

Thank you for your interest in working with the Wildlife Conservation Board. If you have any questions, please contact Kurt Malchow at kurt.malchow@wildlife.ca.gov or (916) 926-2792.

Sincerely,

DocuSigned by:

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Rebecca J. Fris
Acting Executive Director

Enclosure(s)

ec: Morgan Kilgour, Acting Regional Manager
CDFW North Central Region (2)

Celina Tran, Accounting Officer Specialist
CDFW, Accounting Services Branch/Claims Unit