



RESOLUTION No. 22-342

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING THE GRANT AWARD AGREEMENT WITH NEVADA IRRIGATION DISTRICT (NID) FOR \$18,000 FOR THE "OUTDOOR VISITOR SAFETY FUND GRANT" FUNDED BY THE AMERICAN RESCUE PLAN ACT (ARPA) AND AUTHORIZING THE CHAIR OF THE BOARD OF SUPERVISORS TO EXECUTE GRANT AGREEMENT WITH AWARDEE

WHEREAS, the American Rescue Plan Act of 2021 (ARPA) is a \$1.9 trillion economic stimulus package passed by Congress and signed by President Joseph Biden on March 11, 2021 in response to the ongoing COVID-19 pandemic and associated economic challenges. ARPA included \$350 billion in State and Local Aid, which included \$65.1 billion in direct funding to counties. Based on US Treasury allocations, Nevada County has been allocated \$19,376,239 in funding; and

WHEREAS, on April 27, 2021, staff brought a preliminary ARPA Expenditure Plan to the Board for direction. The plan included a recommendation to allocate 30% of ARPA funds (\$5.8M) to "Community & Economic Resiliency" projects. This included one loan program and four grants, including the "Outdoor Visitor Safety Fund" program, which was allotted between \$800,000-\$1,000,000 for improvements to major river crossings and trailheads impacted by increased visitation; and

WHEREAS, the Board approved a new 2022 objective "To promote sustainable recreation in partnership with community providers and other jurisdictions to enhance recreational access, support public health and safety, realize economic opportunities, and preserve natural resource assets" at their regular meeting on February 8, 2022, with a specific initiative to "Identify and implement strategies to promote health and safety at river crossings, lakes, trailheads, and other high-use or high-risk areas"; and

WHEREAS, at its 2022 Board Workshop the board identified up to \$850,000 for the "Outdoor Recreation and Visitor Safety Fund" through a combination of American Rescue Plan Act funding and Transient Occupancy Tax funds; and

WHEREAS, these expenditures will be aligned with the ARPA final rule priority of "2.22: Strong Healthy Communities: Neighborhood Features that Promote Health and Safety"; and

WHEREAS, the County released a request for proposals for eligible entities which included nonprofit organizations, for-profit businesses, special purpose districts, and pending availability of general fund moneys, State and Federal agencies, to respond to the negative economic impacts of the COVID-19 pandemic with proposals that will increase resiliency and promote health and safety at highly impacted outdoor recreation destinations; and

WHEREAS, 19 concept proposals were received from 10 organizations, totaling \$1,377,817 in requests; and

WHEREAS, a 5-member evaluation panel (Panel), consisting of two community leaders and three county staff, reviewed and scored concept proposals; and

WHEREAS, 13 proposals from 9 different organizations were invited to submit a full proposal; and

WHEREAS, the County received six final full proposals from five individual eligible entities totaling \$361,965; and

WHEREAS, the same Panel again reviewed and scored applications to provide the County Executive Officer (CEO) with a recommended list of six projects from five eligible awardees; and

WHEREAS, the Panel presented recommendations to the CEO and the CEO identified the six proposals from five different organizations for recommendation to the Board of Supervisors for final approval and award; and

WHEREAS, Grant Award Recipient Agreements were developed on a case-by-case basis and reviewed with the Auditor-Controller to ensure the grantees are in good standing with the County; and

WHEREAS, Grant Award Recipients will enter in the attached "Grant Award Recipient Agreement" with the County, specifying the use the ARPA monies to cover only those eligible costs identified in the RFA and necessary for the COVID-19 public health emergency in accordance with federal guidance, and further affirming the Grant Award Recipient shall be responsible for reimbursement to County of any grant funding provided under this agreement that are determined by federal or state officials to be unauthorized expenditures, and additionally specifying that grant recipients will provide quarterly reports beginning in September 2022; and

WHEREAS, to promote transparency, required quarterly reporting will be posted on the County of Nevada's American Rescue Plan "ARPA" web page; and

WHEREAS, an amendment to the 2022/2023 Recreation budget presented under file ID 22-0786 authorizes \$450,000 in American Rescue Plan Act funding for the Outdoor Visitor Safety Fund; and

WHEREAS, the grant award is contingent upon the adoption of the Fiscal Year 2022/23 County Budget; and

WHEREAS, Nevada Irrigation District's Scotts Flat Lake Parking Proposal was among the six proposals approved for funding.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that:

1. The Grant Award Recipient Agreement awarding \$18,000 in an "Outdoor Visitor Safety Fund Grant" to Nevada Irrigation District is hereby approved.
2. The Chair of the Board of Supervisors is authorized to execute the grant agreement on behalf of the County of Nevada for the "Outdoor Visitor Safety Fund Grant" which is hereby approved and attached hereto.

Funds to be disbursed from 1111-70102-325-0222/521520

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 June, 2022, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Hardy Bullock.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 


Susan K. Hoek, Chair

6/28/2022 cc: CDA*
AC*(hold)

8/16/2022 cc: COE*
CDA*
AC*(release)
NID*

Administering Agency: Nevada County – Community Development Agency

Grant Award Allocation No. _____

Description: Outdoor Visitor Safety Fund Grant Program

GRANT AWARD RECIPIENT AGREEMENT

THIS AGREEMENT ("Agreement") is made at Nevada City, California, by and between the County of Nevada, ("County"), and Nevada Irrigation District (NID) ("Grant Recipient"), who agree as follows:

1. **Use of Funds:** Grant Recipient agrees to use the County of Nevada's American Rescue Plan Act ("ARPA") allocation for "Community & Economic Resiliency" in full compliance with all ARPA Fund expenditure requirements and for the purposes set forth in Exhibit A.
2. **Grant Fund Allocation** County shall allocate ARPA Funds designated specific to the coronavirus relief efforts in the time and in the amount set forth in Exhibit B. **The amount of the ARPA Funding shall not exceed Eighteen Thousand Dollars (\$18,000).**
3. **Term** This Agreement shall be effective upon the date on which the last party hereto has executed this Agreement ("Effective Date"). All grant funds provided by this Agreement shall be expended before December 31, 2024 and reported on per the requirements stated in Exhibit C. **Agreement Termination Date of: 12/31/2024.**
4. **Exhibits** All exhibits referred to herein and attached hereto are incorporated herein by this reference.
5. **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.
6. **Time for Performance** Time is of the essence. Failure of Grant Recipient to expend any allocated funding prior to December 31, 2024 shall constitute a return of unspent funds to the County as of the termination date. Grant Recipient shall devote such time to the Coronavirus relief effort pursuant to this Agreement. Grant Recipients unauthorized expenditure of ARPA Funds shall constitute a material breach of this Agreement, and in addition to any other remedy available at law, shall serve as a basis upon which the County may elect to immediately suspend ARPA Fund payments, or terminate this Agreement, or both without notice.
7. **Hold Harmless and Indemnification Agreement** To the fullest extent permitted by law, each party (the "Indemnifying Party") hereby agrees to protect, defend, indemnify, and hold the other party (the "Indemnified Party"), its officers, agents, employees, and volunteers, free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character resulting from the Indemnifying Party's negligent act, willful misconduct, or error or omission, including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the Indemnified Party arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Indemnified Party) and without limitation, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Agreement and the expenditures of the ARPA funding. The Indemnifying Party agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit

at the sole expense of the Indemnifying Party, using legal counsel approved in writing by Indemnified Party. Indemnifying Party also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against either party or to enlarge in any way either party's liability but is intended solely to provide for indemnification of the Indemnified party from liability for damages, or injuries to third persons or property, arising from or in connection with Indemnifying Party's performance pursuant to this Agreement. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Agreement. These Hold Harmless and Indemnification provisions shall survive the termination of this Agreement.

8. **Drug-Free Workplace** Senate Bill 1120, (Chapter 1170, Statutes of 1990), requires recipients of state grants to maintain a "drug-free workplace". Every person or organization awarded a contract for the procurement of any property or services shall certify as required under Government Code sections 8355-8357 that it will provide a drug-free workplace.
9. **Political Activities** Grant Recipient shall in no instance expend funds or use resources derived from this Agreement on any political activities.
10. **Reporting Requirements** Grant Recipient will be required to maintain records and provide project information to the County or its Contract Administrator as provided in Exhibit C.
11. **Conflict of Interest** Grant Recipient certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this Agreement. In addition, Grant Recipient agrees that no such person will be employed in the performance of this Agreement unless first agreed to in writing by County. This includes prior Nevada County employment in accordance with County Personnel Code.
12. **Entirety of Agreement** This Agreement contains the entire agreement of County and Grant Recipient 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.
13. **Alteration** No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 19, Termination.
14. **Governing Law and Venue** This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. The venue for any legal proceedings regarding this Agreement shall be the County of Nevada, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.
15. **Compliance with Applicable Laws** Grant Recipient shall comply with any and all federal, state, and local laws, codes, ordinances, rules, and regulations which relate to, concern or affect the Services to be provided by this Agreement.
16. **Prevailing Wage** The services described herein may be considered "public works" as defined by California Labor Code section 1720 et seq. Any funds expended as a result of this award Grant Recipient will be responsible for compliance with all applicable prevailing wage laws, as well as any and all applicable state or federal wage laws, for services under the awarded Agreement.

17. **Subrecipient** Community Resiliency grantees are not considered subrecipients. Grant Recipients should follow appropriate rules, regulations, and best financial practices with respect to management of federal funds. To the extent applicable Grant Recipient is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 et al (commonly referred to as the "OMB Super Circular" or "Uniform Guidance"). A copy of these regulations is available at the link provided herein for the Code of Federal Regulations.

https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

As this agreement is not Subrecipient agreement, such federal reporting shall not be provided to the County of Nevada.

18. **Notification** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

COUNTY OF NEVADA:

Nevada County
Executive Office
Attn: Ariel Lovett
Address 950 Maidu Avenue
Nevada City, CA 95959

Phone: 530-470-2650

Email: Ariel.Lovett@co.nevada.ca.us

GRANT RECIPIENT:

Nevada Irrigation District

Attn: Monica Reyes
Address: 1036 West Main Street, Grass
Valley CA 95945

Phone: 530-272-5994

Email: reyes@nidwater.com

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

Authority: All individuals executing this Agreement on behalf of Grant Recipient represent and warrant that they are authorized to execute and deliver this Agreement on behalf of Grant Recipient.

IN WITNESS WHEREOF, the parties have executed this Agreement, to begin on the Effective Date.

COUNTY OF NEVADA:

By: *Susan Hoek* Date: 08/16/2022
Susan Hoek (Aug 16, 2022 15:18 PDT)

Printed Name/Title: Honorable Sue Hoek, Chair, of the Board of Supervisors

By: *Julie Patterson Hunter*
Julie Patterson Hunter (Aug 16, 2022 15:18 PDT)

Attest: Julie Patterson Hunter, Clerk of the Board of Supervisors

GRANT RECIPIENT: _____

By: *Jennifer Hanson* Date: 08/16/2022
Jennifer Hanson (Aug 16, 2022 08:13 PDT)

Name: Jennifer Hanson

* Title: General Manager

By: *Kris Stepanian* Date: 08/16/2022
Kris Stepanian (Aug 16, 2022 12:45 PDT)

Name: Kris Stepanian

* Title: Secretary

****If Grant Recipient is a corporation, this Agreement must be signed by two corporate officers; one of which must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation (California Corporations Code Sec. 313).***

Exhibits

- A. Purpose and Use of Funds
- B. Schedule of Payments
- C. ARPA SLFRF Award Terms and Conditions
- D. A-1: Application Received in response to RFP No. 154882: Outdoor Visitor Safety Fund funded in part by the County of Nevada's American Rescue Plan Act (ARPA) allocation for "Community and Economic Resiliency"

EXHIBIT A

PURPOSE AND USE OF FUNDS

Grant Recipient agrees to use the County of Nevada's American Rescue Plan Act ("ARPA") allocation for "Community & Economic Resiliency", specifically, "Outdoor Visitor Safety Fund" provided to cover those costs identified in the submitted Application received from this Entity which is attached hereto and incorporated herein as Exhibit A-1. These funds are designated to respond to the negative economic impacts of the COVID-19 pandemic with a project that will increase resiliency and promote health and safety at highly impacted outdoor recreation destinations. Nevada County experienced a significant increase in visitation to outdoor recreation destinations during the pandemic.

Budget Items	Funds Proposed FY 2022/23	Funds Proposed FY 2023/24
Salaries and Benefits	\$	\$
Services and Supplies	\$12,000	\$
Contracts for Service Delivery*	\$	\$
Equipment Purchases*	\$	\$
Other Expenses*	\$6,000	\$
TOTAL	\$18,000	\$

*Describe Contracts for Service Delivery, Equipment Purchases, or Other Expenses, including amount per:

Other expenses include NID Equipment Charge: Grader, Backhoe, Roller, Truck and Trailer

Funds may be allocated flexibly among proposed line items up to 10% of each line item; budget modifications greater than 10% of changed line item must be requested and have written approval by County grant manager.

ARPA Eligibility and Reporting Category

The Community Benefit Grant awards are consistent with ARPA guidelines "to respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality."¹ As required by the US Treasury's Interim Final Rule for the ARPA State and Local Fiscal Recovery Program (SLFRP), payments from the Community Benefit Grant program (ARPA SLFRP Funds) are targeted at programs or services that "address an economic harm resulting from or exacerbated by the public health emergency" and generally fall under ARPA SLFRP Category 2, Negative Economic Impacts.² Award funds may cover eligible costs from March 3, 2021 through December 31, 2024.

ARPA Reporting Category (check one):

¹ US Department of the Treasury, Coronavirus State and Local Fiscal Recovery Funds, Interim Final Rule, page 7.

² US Department of the Treasury, Coronavirus State and Local Fiscal Recovery Funds, Interim Final Rule, page 11.

- ☒ 2.22 Strong Healthy Communities; neighborhood features that promote health and safety.

Acknowledgment:

Grant Recipient agrees to clearly acknowledge support from the County of Nevada in their programs and related promotional material including publications, websites, newspaper articles, radio interviews, and other media activities. Unless advised to the contrary, an acknowledgement of County of Nevada support must appear on all materials publicizing or resulting from award activities.

The County of Nevada logo and following credit line should be used in acknowledging County support whenever possible: "Funds were provided through the County of Nevada's American Rescue Plan Act allocation for Community & Economic Resiliency."

Please indicate how acknowledgement will be accomplished (check all that apply):

<input type="checkbox"/> Website	<input type="checkbox"/> Press Release
<input type="checkbox"/> Email or Email Newsletter	<input type="checkbox"/> Social Media
<input type="checkbox"/> Print Newsletter	<input type="checkbox"/> Program or Promotional Materials
<input type="checkbox"/> Event (please describe)	<input type="checkbox"/> Other (please describe)

EXHIBIT B

SCHEDULE OF PAYMENTS

The Grant Recipient will receive the grant award for the purpose and use established in Exhibit A of this Agreement, based on the following schedule of payments. (NOTE: SCHEDULE TO BE INDIVIDUALIZED PER PROPOSAL)

Total Grant Award Amount: \$18,000

Payment Schedule

	Amount	Payment Timing
Payment 1:	90% of the Grant Award per fiscal year*	Within 30 Days of executed Agreement
Payment 2:	10% of the Grant Award (if single year)*	Once all funds have been spent and the recipient has completed at least one round of reporting (see Exhibit C for reporting requirements)

**NOTE: For multi-year requests, payments will be 90% of request per fiscal year.*

EXHIBIT C

AWARD TERMS AND CONDITIONS

ARPA SLFRF GRANT RECIPIENT - FEDERALLY FUNDED

1. **CONFLICTS OF INTEREST.** Grant Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Grant Recipient must disclose in writing to the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
2. **COMPLIANCE WITH APPLICABLE LAW AND REGULATIONS.**
 - a. Grant Recipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Grant Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Grant Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
 - b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iii. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - iv. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - v. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - vi. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - vii. Generally applicable federal environmental laws and regulations.
 - c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- d. As a condition of receipt of federal financial assistance from the Department of the Treasury, Grant Recipient acknowledges and agrees to compliance with the following assurances as a condition of the grant award.
 - i. The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's (County) program(s), and by extension the Grant Recipient (Sub-Recipient) and activity(ies), so long as any portion of the Recipient's (County) program(s), and by extension the Grant Recipient (Sub-Recipient) or activity(ies) is federally assisted.
 - 1. Grant Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
 - 2. Grant Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted

programs and activities for individuals who, because of national origin, have Limited English Proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.

3. Grant Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
4. The Grant Recipient (sub-grantee), contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement.
5. Grant Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Grant Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is

provided, this assurance obligates the Grant Recipient for the period during which it retains ownership or possession of the property.

3. **FALSE STATEMENTS.** Grant Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
4. **PUBLICATIONS.** Any publications produced with funds from this award must display the following language: "This project is being supported, in whole or in part, by federal award number SLFRP3256 awarded to County of Nevada by the U.S. Department of the Treasury."
5. **DEBARMENT AND SUSPENSION CERTIFICATION TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29.**
 - a. Grant Recipient, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:
 - i. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
 - ii. has not been suspended, debarred, voluntarily excluded, or determined ineligible by any Federal agency within the past three (3) years;
 - iii. does not have a proposed debarment pending; and
 - iv. has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
 - b. If there are any exceptions to this certification, insert the exceptions in the following space.
 - c. Exceptions will not necessarily result in denial of award but will be considered in determining Grant Recipient responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.
 - d. Note: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Agreement. Signing this Agreement on the signature portion thereof shall also constitute signature of this document.
6. **COUNTY-REQUIRED REPORTING.**
 - a. Grant Recipient will be required to submit quarterly "Project and Expenditure Reports" until the funded project is complete to the County or its designated Contract Administrator.
 - b. The first report will be due on or about September 10, 2022.

- c. The County, or its Contract Administrator, will provide a reporting template. (Note: reporting template will be based on the latest US Treasury guidelines, see "Compliance and Reporting Guidance".) The report may be required to include:
- i. Project name
 - ii. Identification number (created by the County)
 - iii. Project expenditure category (provided by the County)
 - iv. Project description (Project descriptions must describe the project in enough detail to provide understanding of the major activities that will occur and will be required to be between 50 and 250 words.)
 - v. Primary place of performance
 - vi. Period of performance start and end dates
 - vii. Expenditure report (Current period obligation; Cumulative obligation; Current period expenditure; Cumulative expenditure)
 - viii. Project status (Not started; Completed less than 50%; Completed 50% or more; Completed)
 - ix. Project demographic distribution (identify whether the project is serving an economically disadvantaged community; see "Compliance and Reporting Guidance" for more information at [SLFRF-Compliance-and-ReportingGuidance.pdf \(treasury.gov\)](#))
 - x. The County reserve the right to update these requirements based on US Treasury requirements for the ARPA State and Local Recovery Fund program.

7. MAINTENANCE AND ACCESS TO RECORDS AND REPORTS.

- a. Records of Support: Grant Recipient shall maintain records and financial documents sufficient to evidence compliance with the American Rescue Plan Act, Treasury's regulations, and guidance. (Please see: [SLFRF-Compliance-and-Reporting-Guidance.pdf \(treasury.gov\)](#)) The County recommends Grant Recipients collect the following records to support compliance, which may include, but are not limited to, copies of the following:
- i. General ledger and subsidiary ledgers used to account for (a) the receipt of ARPA Fund payments and (b) the disbursements from such payments to meet eligible expenses related to the public health emergency due to COVID-19;
 - ii. budget records during the grant performance period;
 - iii. payroll, time records, human resource records to support costs incurred for payroll expenses related to addressing the public health emergency due to COVID-19;
 - iv. receipts of purchases made related to project;

- v. contracts and subcontracts entered into using ARPA Fund payments and all documents related to such contracts;
 - vi. all documentation of reports, audits, and other monitoring of contractors, including subcontractors;
 - vii. all documentation supporting the performance outcomes of contracts, subcontracts, grant awards, and grant recipient subawards; and
 - viii. all internal and external email/electronic communications related to use of ARPA Fund payments.
- b. The County Auditor-Controller, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Grant Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Grant Recipient for a period of five (5) years after all funds have been expended or returned to County, whichever is later.
 - d. Grant Recipient shall maintain, at all times, complete detailed records with regard to work performed under this Agreement in a form acceptable to County. Grant Recipient agrees to provide documentation or reports, compile data, or make its internal practices and records available to County, the County's Contract Administrator, or federal agencies, for purpose of determining compliance with this Agreement or other applicable legal obligations. County will have the right to inspect or obtain copies of such records during usual business hours upon reasonable notice.
 - e. Upon completion or termination of this Agreement, County may request Grant Recipient deliver originals or copies of all records to County. County will have full ownership and control of all such records. If County does not request all records from Grant Recipient, then Grant Recipient shall maintain records as defined below after completion or termination of the Agreement. If for some reason Grant Recipient is unable to continue its maintenance obligations, Grant Recipient shall give notice to County within 30 business days for County to take steps to ensure proper continued maintenance of records.
 - f. County and the Comptroller General of the United States, and other authorized Federal agencies and representatives shall have the right to examine Grant Recipient's records at any reasonable time.
 - g. Transfer of Records: In the event that Grant Recipient ceases operation, all files that are subject to audit shall be transferred to the County for proper storage of physical records and electronic data. Grant Recipient shall notify County of impending closure as soon as such closure has been determined and provide County with a complete list of records in its possession pertaining to activities related to the Grant Award Agreement. County shall promptly advise Grant Recipient which records are to be transferred to the custody of County.

8. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352). Grant Recipients that apply or

bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

9. **INCREASING SEAT BELT USE IN THE UNITED STATES.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grant Recipient is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
10. **REDUCING TEXT MESSAGING WHILE DRIVING.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grant Recipient is encouraged to adopt and enforce policies for its employees that ban text messaging while driving, and Grant Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

SUMMARY OF AGREEMENT

Grant Recipient Name: Nevada Irrigation District (NID)

Description of Services: Outdoor Visitor Safety Fund Grant – Scotts Flat Parking

SUMMARY OF MATERIAL TERMS

Maximum Grant Award: \$18,000

Contract Beginning Date: Effective
Date,

Contract Termination Date: 12/31/2024

Liquidated Damages: N/A

LICENSES AND PREVAILING WAGES

Designate all required licenses:

NOTICE & IDENTIFICATION

Grant Recipient:

County of Nevada:

Contact Person: Monica Reyes
(530)265-8861
Email address: reyes@nidwater.com

Contact Person: Ariel Lovett
(530) 470-2650
e-mail: ariel.lovett@co.nevada.ca.us

Grant Recipient is a: (check all that apply)

Corporation:	<input checked="" type="checkbox"/> Calif.,	<input type="checkbox"/> Other,	<input type="checkbox"/> LLC,	<input checked="" type="checkbox"/> Non-profit
Partnership:	<input type="checkbox"/> Calif.,	<input type="checkbox"/> Other,	<input type="checkbox"/> LLP,	<input type="checkbox"/> Limited
Person:	<input type="checkbox"/> Indiv.,	<input type="checkbox"/> DbA,	<input type="checkbox"/> Ass'n	<input type="checkbox"/> Other

ATTACHMENTS

Designate all required attachments:

Req'd

Exhibit A: Purpose and Use of Funds ☒

Exhibit B: Schedule of Payments ☒

Exhibit C: Award Terms and Conditions ☒

Exhibit A-1: Application Received in response to RFP No. 154882: ☒

Outdoor Visitor Safety Fund funded in part by the County of Nevada's American Rescue Plan Act (ARPA) allocation for "Community and Economic Resiliency" ☐

Exhibit
A-1



OUTDOOR VISITOR SAFETY FUND FULL PROPOSAL

Nevada County RFP No. 154822

Image: Scotts Flat Reservoir

Project Title: Scotts Flat Parking

Submit Date: May 4, 2022

Submitted to: Nevada County
Department of Information &
General Services

Submitted by:

Nevada Irrigation District
1036 West Main Street
Grass Valley, CA 95945

Contact Person:

Monica Reyes, Recreation Manager
reyes@nidwater.com
530-265-8861

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Attachments

- ATTACHMENT A: LINE-ITEM BUDGET
- ATTACHMENT B: NEVADA IRRIGATION DISTRICT COMPREHENSIVE ANNUAL FINANCIAL REPORT, 2020

TAB A: ENTITY DESCRIPTION

Nevada Irrigation District (NID) was established in 1921, and for 100 years NID has been reliably delivering high-quality water to its customers. What began as an old reservoir and canal system serving gold mines has been transformed into a modern public water system. The District Mission is to provide a dependable, quality water supply and continue to be good stewards of the Middle and South Yuba and Bear River watersheds, while conserving the available resources in our care. The District provides drinking and irrigation water to more than 25,000 customers in Nevada, Placer and Yuba Counties. NID is also a leader among Northern California water agencies in the production of clean, renewable hydropower. NID manages eight reservoirs in the foothills and Sierra Nevada Mountains that offer recreational opportunities such as hiking, camping, boating, fishing, swimming and biking trails. At Rollins and Scotts Flat reservoirs, NID provides public parks, trails, campgrounds and beaches for the community's enjoyment. Higher in the watershed, NID maintains and operates campgrounds in the Jackson Meadows and Bowman Lake areas. As stewards of thousands of acres of watershed, NID is dedicated to healthy forests and fire safety.

NID believes the great outdoors is an excellent place for families and friends to spend quality time together and create memories to last a lifetime. Our Recreation mission is to "provide safe and stunning campgrounds combined with great customer service, amenities and activities for you, your family and friends to enjoy. Everyone will find fun and adventure. Whatever your preference, our campgrounds and lakes have something for you." Scotts Flat Lake Campground and our trail systems are extremely popular with locals and neighbors, as well as with visitors from all over California and Nevada. Our campgrounds host people looking for a weekend full of mountain biking at the Scotts Drop and Hoot Trail Systems.

NID's General Manager, Jennifer Hanson, joined NID in June 2021 as its 15th General Manager and the first woman to serve in the position in the District's 100 Year history. NID is governed by a five-member Board of Directors, elected to four-year terms by the District's voters. The Board is the District's policy-making body and policy is carried out by approximately 200 full- and part-time employees.

TAB B: COVID-19 IMPACTS

The American Rescue Plan Act (ARPA), Sections 602(c)1 and 603(c)(1) acknowledge the disproportionate and negative impact of the COVID-19 pandemic on the tourism, travel, and hospitality industry (Department of the Treasury, pg. 3). Since the beginning of the pandemic, NID has experienced an increase in visitor demand at the eight reservoirs, especially Scotts Flat Reservoir because it is close to Nevada City and Grass Valley and easily accessible to both local and regional tourists looking for outdoor recreation opportunities. This has created a heavy impact on existing infrastructure and environmental assets within and surrounding the reservoirs; high usage of the roads, lake and trail areas has caused a strain on current amenities. The heavy use has caused a financial strain on the organization because it raises environmental and safety issues for the public. There is a higher risk of resource depletion and pollution, and pedestrian injury if visitor demand cannot be accommodated with safe and reliable

infrastructure.

Despite increasing visitor demand, the COVID-19 public health emergency has created a sudden decrease in revenues while simultaneously increasing COVID-related expenditures in the outdoor recreation sector. According to the U.S. Department of Commerce's Bureau of Economic Analysis, the Outdoor Recreation Satellite Account (ORSA) recorded that California's ORSA value-added growth has decreased by 24.8% since 2019, a sharp decline from its pre-pandemic value nearing 5% positive growth (Bureau of Economic Analysis, 2020). This reduction indicates a significant loss in revenue for the industry and negatively impacts California's economic development.

In addition, industry organizations have had to allocate funding towards necessary COVID-19 mitigation and infection prevention measures to enable the safe resumption of tourism and hospitality for both staff and visitors. Global supply chain issues also contributed to the increase in spending on COVID-19 mitigation and infection prevention supplies as it was difficult to locate and purchase safe materials at a reasonable price. Many organizations had to pass on supply cost increases to the customer; increasing the prices of goods and services such as recreation fees and rentals.

As previously stated, the Scotts Flat Reservoir Recreation Area has experienced an increase in visitor traffic and as a result, created a need for infrastructure development. In June 2020, Nevada County launched the *Reopen Nevada County Plan*, authorizing the modified reopening of Campgrounds, RV Parks, and Outdoor Recreation. After several months of lockdown, the public was eager to get out and engage in outdoor recreation activities, many of whom were first-time recreation users. Outdoor recreation destinations were popular because they provide a space for visitors to connect with their natural surroundings, get exercise, and hold small gatherings with low COVID risk. Scotts Flat Reservoir has attracted both locals and regional visitors alike, due to its relative proximity and ease of access from the Sacramento area. However, the increase in visitor demand is exceeding the availability of parking amenities and creating a strain on existing recreation assets. On the north side of Scotts Flat Road, vehicles are being illegally parked on the critical, two-lane mountainous roadway, posing a public safety issue for neighbors, staff, and recreation users.

TAB C: PROJECT DESCRIPTION

The Scotts Flat Reservoir Recreation Area has become the mecca of locals and regional visitors alike, bringing in well over 120,000 visitors per year. The majority of our recreation users come from all over northern and southern California and Nevada. On the north side of the reservoir access to public parking for mountain bikers, road bikers and hikers has led to increasingly dangerous parking issues along Scotts Flat Road. The County has installed signs along the roadway reminding people to park off the road and the campground offers \$5.00 parking for bikers. These additions to the safety of our recreation users and neighbors have helped with the dangers along the road, but the problem still exists. Cars parked along the road create an ingress/egress issue on the small two-lane road, especially during the busy summer months.

Nevada County is located in a High Fire Severity Zone and there is a real health and safety issue for those who drive and park along Scotts Flat Road, as well as, for our neighbors, staff and visitors. In the event of an emergency requiring evacuation of the campground and private landowners in the area, parked cars along the road could pose a threat to the evacuation process as well as emergency vehicle access. A quality, well-designed parking location, approximately a half-mile up from the Gate 2 entrance and the end of the Scotts Drop Trail, will help alleviate the year-round road congestion and parking hazards in the area (Figure 1. Scotts Flat Lake Proposed Parking Site). The location of the parking lot should be ideal for bikers since most of them park at the bottom of Scott Flat Road and bike up to the top of Scotts Flat and Highway 20 then take the Scotts Drop Trail back down.

The parking site will be approximately 100' x 60' and safely hold 15 - 20 parked vehicles with sufficient room to pull in, back up and maneuver around safely. We will also include one handicapped parking spot. The site will be graded for access and adequate drainage, rocked with $\frac{3}{4}$ " - 1" appropriate base and top rock, designed for maximum vehicle amounts as appropriate, properly defined with perimeter barriers and will have educational watershed/recreation signage and trail markers. Since Pacific Gas & Electric (PG&E) does access this area a few times throughout the year for tree work, we will make sure the area is accessible to them by having a few movable barriers. The project will also require the rental of a stump grinder to remove three stumps for grading purposes. NID staff will build and install an 8' x 5' informational kiosk and a payment box will be attached to the kiosk. The kiosk will be located in the middle of the parking lot for easy and convenient access, with two garbage cans on each side. The kiosk will pose an educational opportunity for locals and visitors to understand their surroundings, watershed resources and recreational opportunities.

The project would be started and completed during our off-season between October 2022 and March 2023, with an opening in time for the 2023 summer season. Weather depending, the project should take approximately two weeks to complete. All of the labor work will be performed by NID's Recreation and Maintenance staff. The grant funds will be utilized for the necessary "Services and Supplies and Equipment Charges."

Consistent with the fee structure for bike parking within the campground, NID's Recreation Department will charge \$5.00 for parking in the lot. However, the fee of \$5.00 per vehicle will not be enough to cover the yearly expenses of ongoing long-term maintenance (grading, additional gravel, signage, etc.) and also for staffing needs for security and garbage pickup; therefore, NID's Recreation Department will cover these long-term expenses through its materials and supplies budget. The lot will be monitored by NID Recreation staff daily. The parking sites will be day-use only, with no overnight parking. This parking lot, although not in the campground, will be routinely inspected and maintained throughout the year, as needed, similar to the campground. NID's top priority in its recreation areas is the health and safety of the public and staff. If significant improvements are needed, or if there were a need for more parking spaces, the cost for those improvements will be budgeted into the following year's Recreation Project budget.

Figure 1. Scotts Flat Lake Proposed Parking Site



Date: 5/2/2022
Drawn By: L. HAMMER

NEVADA IRRIGATION DISTRICT
NEVADA COUNTY - PLACER COUNTY
GRASS VALLEY, CALIFORNIA

Scale: 1" = 200' @ 8.5x11
Sheet 1 of 1

Construction of a new parking area will support NID's efforts to provide safe and reliable outdoor tourism and hospitality service to its ever-increasing number of visitors. As mentioned in the ARPA Interim Final Rule, communities are experiencing negative economic impacts due to budget shortfalls triggered by the COVID-19 public health emergency (Department of the Treasury, pg. 14). If awarded funding, the project will help promote economic recovery through the outdoor recreation industry and promote tourism to Nevada County.

TAB D: COMMUNITY BENEFIT

The proposed parking area will enhance public health and safety for neighbors, staff and visitors by reducing the occurrence of unauthorized parking and easing year-round vehicle congestion on Scotts Flat Road. The project will increase road safety for drivers who use the road regularly, such as neighbors and staff. In addition, this project will help clear evacuation routes for emergency vehicles. Emergency vehicles must have right-of-way access to Scotts Flat Road without having to maneuver around illegally parked vehicles or encountering vehicle congestion on the roadway. Such factors can delay response time and create dangerous traffic congestion and roadway blockages in the event of an emergency or evacuation.

The proposed parking area will also promote equitable access for recreation users to engage with the outdoors without being deterred by physical barriers to entry. The proposed parking area will be constructed a half-mile up from the Gate 2 entrance and the end of Scotts Drop Trail, a popular mountain biking and hiking trail. Currently, recreation users have resorted to parking on the roadside or at the entrance of the reservoir, traveling by foot or by bike to access reservoir assets. Factors such as long walking distance, uneven terrain, and the risk of walking alongside speeding traffic can prevent recreation users from accessing the trailheads and lake, and even deter visitation to the reservoir. Such barriers can also result in pedestrian injury. By upgrading the parking amenities, NID can promote equitable accessibility and safety to outdoor spaces.

The construction of quality and safe parking infrastructure will also promote resiliency for both the reservoir and the County of Nevada. An investment in infrastructure is an investment in the economic future of the region and will serve locals and visitors for years to come.

In addition, the proposed parking area will help preserve environmental assets in the reservoir. Unauthorized roadside parking destroys plant life and creates soil erosion, which negatively impacts the resiliency of the watershed, including water quality, in the reservoir. Additionally, the proposed project will help protect the environment by installing signage that will educate visitors about the local watershed.

TAB E: LEVERAGING PARTNERSHIPS AND RESOURCES

Most, if not all, the earth moving work, grading, drainage, tree cutting and installation of the parking barriers and fencing will be performed through the expertise and capacity of NID staff and equipment. Although NID will not necessarily be leveraging funding from other resources or

outside agencies, it will be leveraging internal resources. The work performed by NID staff will be funded by NID Department budgets. We will, leverage the help of our partnerships with [Bicyclists of Nevada County](#) (BONC), [Youth Bicyclists of Nevada County](#) (YBONC), [Bear Yuba Land Trust](#) (BYLT), the [Fire Safe Council](#) and the [County](#) for their guidance and expertise on signage and getting the word out about the new parking area and the importance of keeping Scotts Flat Road safe and clear by parking in the new parking lot.

TAB F: MANAGEMENT CAPACITY AND MEASURABLE OUTCOMES

Our primary outcome for this project is to alleviate year-round vehicle congestion and increase public and neighborhood safety on the critical two-lane mountainous road leading to the trailheads around the reservoir. The indicator from the outcomes would be the number of cars parked in the new lot as well as those who are still parking on the road. NID's Park Ranger will monitor the parking lot and the on-street parking. A tally sheet will be developed that our Park Ranger will fill out several times throughout the day. Using the special code for "bike parking" will ensure that payment and use tracking is accurate. While payment information is not 100% reliable because not everyone will pay due to the payment box being an honor system, the Park Ranger will follow up with a tally sheet to capture any possible missing data. Handouts will also be placed on the windshields of cars parked on the road informing them of the new parking lot, as well as encouraging them to use the new lot for the safety of our community, neighbors and staff. With the results of daily tallies and financials, we will be able to develop a Parking Lot Status Report that can serve as a deliverable of the grant award.

TAB G: BUDGET AND FINANCIALS

The total budget for this project is estimated at \$39,831.00. NID is requesting \$18,000.00 in grant funding from the Outdoor Visitor Safety Fund. The funding request will cover the project's services and supplies costs and NID equipment charges (144 hours of equipment work) as outlined in the attached budget (Attachment A: Line-Item Budget). Hourly rates are based on Caltrans Equipment Rates. NID staff will design, build and complete the project; salaries and benefits are estimated to be \$21,831.00, which covers four full-time NID employees across the span of 10 workdays for a total of 320 hours of work. Please refer to Attachment A: Line-Item Budget for budget details.

Please refer to Attachment B: Nevada Irrigation District Annual Comprehensive Financial Report, 2020, for the most recent audited financial report details.

REFERENCES

"Coronavirus State and Local Fiscal Recovery Funds, Interim final rule, 31 C.F.R. Part 35".
Department of the Treasury. 86 Fed. Reg. 93. (May 17, 2021). Accessed at
<https://www.govinfo.gov/content/pkg/FR-2021-05-17/pdf/2021-10283.pdf>

"Outdoor Recreation Satellite Account (ORSA), 2020-California". Department of Commerce, Bureau of Economic Analysis. 4 Nov., 2021. Accessed at <https://apps.bea.gov/data/special-topics/orsa/summary-sheets/ORSA%20-%20California.pdf>