

Miriam Dines

From: Tim Beals
Sent: Tuesday, May 12, 2020 12:15 PM
To: Miriam Dines
Subject: FW: SNC Agreement No. 1263: For Signature
Attachments: SNC_Std204.pdf; 1263_GreenAcres_Cat2agree-P68_Final_Apr2020.pdf

From: SNCgrants [mailto:grants.SNC@sierranevada.ca.gov]
Sent: Tuesday, April 21, 2020 12:06 PM
To: Tim Beals <tbeals@sierracounty.ca.gov>; Bryan Davey <bdavey@sierracounty.ca.gov>
Cc: Campbell, Lynn@SNC <Lynn.Campbell@sierranevada.ca.gov>
Subject: SNC Agreement No. 1263: For Signature



April 21, 2020

Tim Beals
Director of Public Works and Planning
Sierra County
P.O. Box 98
Downieville, CA 95936

SNC Agreement No.1263, Greene Acres Forest Health Planning Project

Mr. Beals,

Attached to this email please find the Sierra Nevada Conservancy (SNC) grant agreement No. 1263 for the *Greene Acres Forest Health Planning* project for the amount of \$100,000. Also attached is the required Payee Data Record STD 204 form. Please review the agreement carefully, as it outlines the requirements for grant administration and the cost reimbursement processes necessary for successful completion of your project.

You may sign and return the Agreement and the Payee Data Record STD 204 form in one of two ways:

- 1) Digitally sign the agreement using DocuSign. If you do not have regular access to DocuSign, SNC can send you the Agreement and STD 204 form via DocuSign for signature. This is the recommended option. It is a very quick and simple intuitive process; **you will not need to download or sign up for anything** ... It can even be done on a smart phone! **Please let the Grants Team know right away if you need the documents submitted via DocuSign and we will immediately send them.**

OR

- 2) Print and sign the Agreement and the Payee Data Record STD 204 form. Scan and email a digital copy of the signature pages of the Agreement and STD 204 to this email address. If you do not have access to a scanner, a clear photo of the signed agreements will suffice.

Once the Agreement and Form are returned, the SNC Deputy Executive Officer will sign the agreements, and a fully executed copy of the agreement will be emailed and mailed to you for your records. Costs associated with your project as authorized under the agreement may be incurred beginning the day the agreement is executed by the SNC, but not before. You will be notified of the official start date by email once your agreement is signed by SNC.

Thank you for the time and effort that you and your organization have dedicated to providing meaningful approaches to benefit the communities and other resources of the Sierra Nevada.

We look forward to receiving a signed copy of the agreement within the next 30 days. If you have any questions about next steps please contact your SNC Project Lead, Lynn Campbell.

Sincerely,

Lindsay Raber
Grants Program Coordinator

SNC Grants Team

[Sierra Nevada Conservancy](#)

11521 Blocker Drive, Suite 205

Auburn, CA 95603

Office: 530-823-4689

Cell: 530-906-7345

SNCgrants@sierranevada.ca.gov

[RESTORE THE SIERRA](#)

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

**IN THE MATTER OF APPROVING
GRANT AGREEMENT
WITH SIERRA NEVADA CONSERVANCY
FOR GREENE ACRES FOREST HEALTH PLANNING PROJECT**

Resolution 2020-_____

1. The Grant Agreement with the Sierra Nevada Conservancy identified as SNC Agreement 1263 is hereby approved.
2. Tim H. Beals, Director of Public Works, is hereby authorized to execute the grant agreement on behalf of the County, and take any actions necessary for the purpose of administering referenced grant.
3. The Auditor is hereby directed amend the FY 2021 Final Budget to include this project showing revenues and expenditures in the amount of \$100,000 as follows:

| | | |
|---------------------------|----------------------------|-----------|
| Revenues 0010000-4330 | State Aid Grants | \$100,000 |
| Expenditures 0015950-5187 | Special Department Expense | \$100,000 |

ADOPTED by the Board of Supervisors of the County of Sierra on the 19th day of May, 2020, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

COUNTY OF SIERRA

JAMES BEARD
CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

APPROVED AS TO FORM:

HEATHER FOSTER
CLERK OF THE BOARD

DAVID PRENTICE
COUNTY COUNSEL

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

| | |
|--------------------------|--------------------------------------------------------------------------------------------------------------|
| GRANTEE NAME: | Sierra County Public Works |
| PROJECT TITLE: | Greene Acres Forest Health Planning Project |
| AUTHORITY: | California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 |
| PROGRAM: | Sierra Nevada Conservancy Forest Health |
| AGREEMENT NUMBER: | 1263 |
| BOARD AWARD DATE: | 03/05/2020 |

GRANT SUMMARY:

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

KEY DEADLINES:

Project Completion Date: The Grantee shall complete the Project by January 1, 2025.

Payment Request for Final Expenditures, Final Report, and Deliverables: The Grantee shall, unless otherwise authorized by the SNC, submit a Payment Request for Final Expenditures, and all other final reports, documentation, and deliverables required by the "Project Completion" section of this Agreement, by February 15, 2025.

Agreement Expiration: This Agreement expires on May 1, 2025.

PROJECT CONTACTS:

Lynn Campbell is the Sierra Nevada Conservancy's designated Project Lead for this Grant. The Grantee's Authorized Representative is Tim Beals.

| | | |
|---------------------------------|-------------------|---------------------------------------|
| Total State Grant not to exceed | \$ 100,000 | (or Project costs, whichever is less) |
|---------------------------------|-------------------|---------------------------------------|

All terms and conditions are set forth in the attached Grant Agreement, which is hereby executed as follows.

| | |
|-------------------------------------------------------------|----------------------------------------------------------------------------|
| GRANTEE SIERRA COUNTY PUBLIC WORKS | STATE OF CALIFORNIA SIERRA NEVADA CONSERVANCY |
| By (Signature): | By (Signature): |
| Name (Print): | Name (Print): Julie Alvis |
| Title: | Title: Deputy Executive Officer |
| Date: | Date: |
| Organization Address: PO Box 98 Downieville, CA 95936 | Organization Address: 11521 Blocker Drive Suite 205 Auburn, CA 95603 |

GRANT AGREEMENT
State of California – Sierra Nevada Conservancy

Grantee Name: Sierra County Public Works

Project Title: Greene Acres Forest Health Planning Project

Agreement Number: 1263

Authority: California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018

Program: Sierra Nevada Conservancy Forest Health

SCOPE OF AGREEMENT

Pursuant to Division 23.3 of the California Public Resources Code, the Sierra Nevada Conservancy hereby grants to **Sierra County Public Works** (“Grantee”) a sum not to exceed **One Hundred Thousand** dollars (**\$ 100,000**), subject to the terms and conditions of this Grant Agreement. Grantee shall use these funds to implement the Project identified in Exhibit A to this Agreement, which is incorporated by reference and attached. Exhibit A sets forth: (1) a detailed Project Description, (2) a detailed Project tasks with Project timeline, (3) a Project Budget, (4) a detailed description of Project deliverables, and (5) reporting requirements.

TERMS AND CONDITIONS OF GRANT

General Provisions

A. Definitions

1. "Act" means California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 (Proposition 68)
2. "Agreement" means this Grant Agreement.
3. "Grant Funds" mean the money provided by the Sierra Nevada Conservancy to the Grantee under this Agreement.
4. "Grantee" means the entity identified as the Grantee on page 1 of this Agreement.
5. "Effective Date" means the effective date of this Agreement, which is the date that this Agreement is signed by the Executive Officer of the SNC.

6. "Project" means the Project described in the Project Description section of Exhibit A, including all deliverables.
7. "Project Budget" means the Grantee's cost estimate for completion of the Project as described in Exhibit A to this Agreement.
8. "Project Completion Date" means the date by which all project implementation work must be complete, as identified under Key Deadlines on the agreement signature page. Please note that this may be a later date than the anticipated project completion set forth in Exhibit A.
9. "Project Schedule" means the Grantee's intended schedule for completing the Project as set forth in Exhibit A.
10. "SNC" means the Sierra Nevada Conservancy, an agency of the State of California.
11. "State" means the State of California.

B. Project Implementation

1. Grantee shall complete the Project in accordance with the Project description and Project Budget set forth in Exhibit A, by the Project Completion Date.
2. Grantee shall submit all deliverables and reports identified in Exhibit A in accordance with the deadlines set forth in Exhibit A. SNC may delay disbursement of, or withhold, Grant Funds if Grantee fails to submit required deliverables or reports by the deadlines set forth in Exhibit A. Progress reports must be submitted using the Progress Report Template Form, which is available at: <https://sierranevada.ca.gov/funding/snc-grants/manage-your-grant/>. Final reports must use the Final Report Template Form, which is available at: <https://sierranevada.ca.gov/funding/snc-grants/manage-your-grant/>.
3. Grantee shall furnish any and all additional funds that may be necessary to complete the Project.
4. Grantee shall complete the Project by the Project Completion Date.
5. Work done under this Agreement may be subject to the prevailing wage and other related requirements of the California Labor Code, Division 2, Part 7, Chapter 1, sections 1720-1861. If required by law to do so, Grantee shall pay prevailing wage to all persons employed in the performance of any part of the Project and otherwise comply with all associated requirements and obligations. Grantee shall review applicable statutory provisions and the regulations adopted under the provisions, and the information available on the Department of Industrial Relations web site:

<http://www.dir.ca.gov/public-works/publicworks.html>. to determine its responsibilities.

C. Term of Agreement

This Agreement runs from the Effective Date through the expiration date set forth on the signature page, unless terminated or amended as provided in this Agreement.

D. Deliverables

1. All material, data, information, and written, graphic or other work produced, developed, or acquired under this Agreement is subject to the unqualified and unconditional right of SNC to use, reproduce, publish, display, and make derivative use of all such work, or any part of it, free of charge and in any manner and for any purpose; and to authorize others to do so. If any of the work is subject to copyright, trademark, service mark, or patent, SNC is hereby granted and shall have a perpetual, royalty-free, nonexclusive and irrevocable license to use, reproduce, publish, use in the creation of derivative works, and display and perform the work, or any part of it, and to grant to any third party a comparable and coextensive sublicense. Grantee shall include in any contract with a third party for work under this Agreement terms that preserve the rights, interests, and obligations created by this section, and that identify SNC as a third-party beneficiary of those provisions. Grantee shall not utilize the work produced under this Agreement for any profit-making venture, or sell or grant rights to a third party for that purpose.
2. Grantee shall submit all electronic data collected and created under this Agreement to SNC. A condition of final payment under this Agreement includes delivery of all related data in the format requested. SNC reserves the right to conduct technical review of interim or final Project deliverables prior to making reimbursement or final payments.
3. Grantee shall submit all data required by this Agreement in one or more of the following formats, as applicable:
 - a. Tabular data: Excel spreadsheets, Access Databases, or Comma, Space, Value (CSV) are acceptable for all tabular data that does not include spatial references associated with a latitude/longitude, mapped boundary, or imagery/raster/data used in remote sensing.
 - b. Spatial data: [ESRI](#)-useable format, meaning the data must have a spatial reference (coordinate system-geographic or projected, and a spatial extent) and include metadata, at minimum in accordance with Biogeographic Information and Observation System (BIOS) metadata standards (<http://bios.dfg.ca.gov/metadata.asp>) or one of the metadata styles referenced by ESRI (<http://desktop.arcgis.com/en/desktop/latest/manage->

<data/metadata/metadata-standards-and-styles.htm>). Grantee acknowledges that SNC will enter spatial data into BIOS, where applicable.

E. Publicity and Acknowledgment

Unless otherwise agreed upon in writing between the parties, the Grantee shall acknowledge SNC support of the Project in any publications, studies, or reports that are made possible by or derived in whole or in part from this Project, and any news articles, brochures, seminars, or other promotional materials or media through which it publicizes the Project. Grantee shall acknowledge SNC's support in the following manner, where feasible: "Funding for this project has been provided by the Sierra Nevada Conservancy, an agency of the State of California, under the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 (Proposition 68)"

F. Adjustment of Funds Among Budget Items

Except as otherwise provided herein, the Grantee shall expend funds in accordance with the Project Budget as described in Exhibit A. Grantee may exceed the total dollars of a category in the Project Budget by up to 10 percent provided that: 1) there is a corresponding decrease of funds in another category, 2) Grantee informs SNC of the categories to be increased and decreased, 3) Grantee reflects the adjusted amounts in all subsequent requests for disbursement and in reports required by Exhibit A, 4) the overall budget remains unchanged, and 5) the adjustment does not adversely affect Project completion. Any cumulative increase in a category or transfer between categories of more than 10 percent from the original budget in the amount of a category must be approved in advance in writing by SNC.

G. Payment Process and Documentation

1. SNC shall disburse Grant Funds to Grantee for eligible costs of the Project incurred by Grantee to date on a reimbursement basis, less 10 percent, upon Grantee's submission of a Request for Payment and upon Grantee's satisfactory progress toward completion of the Project. SNC will disburse the cumulative 10 percent retention as provided in the Project Completion section of this Agreement. SNC may, in its sole discretion, waive the 10 percent retention.
2. Eligible costs of the Project include expenses necessary to the Project, when documented by appropriate receipts. Hourly rates billed to SNC and specified in the Project Budget shall be equal to the actual compensation paid by Grantee to employees, which may include employee benefits. SNC will reimburse travel and related expenses at actual costs not to exceed the rates provided in Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 of the California Code of Regulations (CCR), except that reimbursement may be in excess of these rates upon documentation that these rates are not reasonably available to Grantee. Reimbursement for the cost of operating a private vehicle shall not, under any

circumstance, exceed the current rate specified by the State of California for unrepresented State employees as of the date the cost is incurred. SNC will reimburse Grantee for other necessary expenses if those expenses are reasonable in nature and amount, taking into account the nature of the Project, its location, and other relevant factors.

3. Grantee shall submit all requests for payments using a completed Request for Payment Form which is available at:
<https://sierranevada.ca.gov/funding/snc-grants/manage-your-grant/>.
4. The Request for Payment form must be accompanied by: a) an itemized list of all expenditures according to the categories specified in the Project Budget, and b) supporting documentation that clearly identifies the expenditure(s) in relation to the categories specified in the Project Budget. Payment requests may not be submitted more often than monthly.
5. Any Request for Payment that is submitted without the required itemization and documentation will not be authorized for payment. If the payment request package is incomplete, inadequate, or inaccurate, SNC will dispute the invoice for reasonable cause and hold all or a portion of the payment request until all required information is received or corrected. Any penalties imposed on the Grantee by a contractor, or other consequence because of delays in payment or other breach of the Agreement between the Grantee and the contractor, are the responsibility of the Grantee and are not reimbursable under this Agreement.
6. SNC is not obligated to pay for any costs incurred by Grantee prior to the effective date of this Agreement.
7. SNC is not obligated to pay any Request for Payment unless the Grantee is in compliance with all deadlines for submission of status reports required by Exhibit A.

H. Advances of Grant Funds

1. If SNC determines, in its sole discretion, that compelling need warrants payment of Grant Funds in advance, SNC may pay Grantee up to three (3) advance payments of Grant Funds, provided that SNC will not authorize an advance to a State agency or a joint powers agency created by an agreement to which the State is a party.
2. No advance payment will exceed an amount equal to 30 percent of the total Grant Funds awarded by this Agreement. After the first advance, SNC will not provide a subsequent advance unless Grantee has expended the entire amount of the prior advance(s) and is in compliance with all requirements of this Agreement.

3. SNC will only consider a request for advance funds that is submitted on a completed Advance Request Form, which is available at:
<https://sierranevada.ca.gov/funding/snc-grants/manage-your-grant/>.
4. Grantee shall deposit advanced Grant Funds in a separate interest bearing account. Grantee shall use all advanced Grant Funds and all interest earned on the Grant Funds solely for the Project.
5. To document expenditure of advanced Grant Funds, Grantee shall, no later than 90 days after each withdrawal of advanced funds, submit to SNC a completed Request for Payment for the amount withdrawn, containing all information required by the Payment Process and Documentation section of this Agreement.
6. SNC will use the following process for purposes of providing a 10 percent retention for advanced funds. After providing the first advance of Grant Funds, SNC will not provide a second advance until Grantee has expended the entire amount of advanced funds, plus non-SNC funds in an amount equal to 10 percent of the advance amount. After providing the second advance of Grant Funds, SNC will not provide a third advance until the Grantee has expended the entire amount of advanced funds, plus non-SNC funds in an amount equal to 10 percent of the total amount of funds advanced to date. After providing a third advance, SNC will not disburse any additional Grant Funds until Grantee has completed the Project and complied with the Project Completion section of this Agreement. If Grantee requests only one or two advance payments, SNC will determine how to provide for the 10 percent retention for the advanced amounts.
7. Within 30 days after completion of the Project or the Project Completion Date, whichever is sooner, Grantee shall return to SNC any advanced Grant Funds plus any interest earned that has not been expended.

I. Project Completion

1. Within 60 days of the completion of the Project, or by the deadline identified on the signature page for submittal of the Payment Request for Final Expenditures, whichever is sooner, Grantee shall submit all of the following:
 - a. All deliverables as specified in the Agreement Exhibit A;
 - b. A Request for Payment for final expenditures, with all required supporting documentation;
 - c. A Progress Report addressing the duration of time since the last submitted Progress Report (up to 6 months);
 - d. A Final Report including reporting on performance measures; and

- e. Any other documentation or submittals required by Exhibit A of this Agreement.
2. Following the receipt of above, SNC staff, in coordination with the Grantee, may conduct a site visit to ascertain compliance with this Agreement.
3. Following receipt and completion of the above, SNC will reconcile the Project's financial reporting and prepare a Project Closeout Form. The Project Closeout Form must be reviewed and signed by the Grantee and returned by the date indicated by SNC staff in order to receive any retained funds. Release of retention is contingent upon SNC's determination that Grantee has satisfactorily completed the Project.
4. SNC shall issue a letter of completion for the Project and the Project shall be deemed completed as of the date of the letter.

J. Agreement Termination/Failure to Perform

1. Prior to the completion of the Project, SNC may suspend or terminate this Agreement by providing Grantee with seven (7) days advance written notice.
2. If SNC suspends or terminates this Agreement prior to the Project Completion Date, Grantee shall immediately stop all work and take all reasonable measures to prevent further costs to the SNC hereunder. SNC shall be responsible for any reasonable and non-cancelable obligations incurred by the Grantee under this Agreement prior to the date of the notice to suspend or terminate, but only up to the undisbursed balance of the Grant Funds.
3. If Grantee fails to complete the Project in accordance with the terms of this Agreement, Grantee shall be liable for immediate repayment to the SNC of all amounts disbursed by the SNC under this Agreement, plus accrued interest. Interest shall be calculated at the rate(s) earned by the State's Pooled Money Investment Account from the date of disbursement to the date of repayment, compounded monthly. The SNC may, in its sole discretion, consider extenuating circumstances and may waive Grantee's obligation to repay, in whole or in part. This paragraph shall not be deemed to limit any other remedies the SNC may have for breach of this Agreement by Grantee.

K. Records Retention

1. The Grantee shall keep separate and complete financial records relating to this Agreement, including evidence sufficient to reflect the receipt, deposit, and disbursement of all funds related to the Project.

2. Grantee shall maintain the financial records in sufficient detail to provide an audit trail which will permit tracing transactions from support documentation to the accounting records to the financial reports and billings.
3. The financial records required to be retained include all books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, personnel and payroll records, canceled checks, and related documents and records. Source documents include copies of all awards, applications, and required financial and narrative reports. Personnel and payroll records shall include the time and attendance reports for all individuals who are compensated or reimbursed under the Grant, whether they are employed full-time or part-time. Time and effort reports are also required for consultants and contractors.
4. Grantee shall require its contractors and consultants to maintain adequate supporting documentation in sufficient detail to provide an audit trail that will permit tracing transactions from the invoices to the financial statement, to the accounting records, and to the supporting documentation.
5. Grantee shall use applicable Generally Accepted Accounting Principles published by the American Institute of Certified Public Accountants.
6. The financial records required to be maintained by this Agreement shall be retained for a minimum of three (3) years following the final disbursement by SNC and the final year to which the particular records pertain.

L. Audit Requirements

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

Department of Finance, and the State Auditor during the records retention period specified in Section K.6 above.

M. Assignment

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

N. No Agency Agreement

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

O. Liability

1. Grantee shall indemnify, protect and hold harmless SNC, the State, and their respective members directors, officers, agents, and employees (each an "Indemnified Party"), from and against any and all claims, demands, damages, liabilities, losses, costs (including attorneys' fees) and expenses (collectively, "Claims") arising out of, connected with or incident to this Agreement except that Grantee shall have no obligation to indemnify or hold harmless an Indemnified Party for Claims caused by the negligent or wrongful act of that Indemnified Party.
2. If Grantee is a public entity, Grantee waives any right to contribution and indemnity from the SNC and/or the State of California arising under Government Code Sections 895.2 and 895.6 in connection with this Agreement.
3. Grantee waives any and all rights to any express or implied indemnity or right of contribution from an Indemnified Party for any liability arising out of, connected with, or incident to this Agreement, except such liability as results from the negligent or wrongful act of an Indemnified Party.
4. Enforcement of the terms of this Agreement by SNC shall be at the discretion of SNC, and any forbearance by SNC to exercise its rights under this Agreement shall not be deemed or construed to be a waiver of such term or of any subsequent breach of the same or any other term of this Agreement or any of the rights of SNC under it.

P. Nondiscrimination

1. During the performance of this Agreement, Grantee and its contractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed,

national origin, physical disability (including HIV and AIDS), mental disability, medical condition, genetic information, gender, gender identity, gender expression, marital status, age, sexual orientation, military and veteran status, or use of family-care leave, medical-care leave, or pregnancy-disability leave (Government Code section 12940). Grantee and its contractors also shall not unlawfully deny a request for, or take unlawful action against, any individual because of the exercise of rights related to family-care leave (Government Code sections 12945.1 and 12945.2). Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination, harassment, and unlawful acts.

2. Consistent with Government Code section 11135, Grantee shall ensure that no one, on the basis of race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, genetic information, or disability, is unlawfully denied full and equal access to the benefits of, or is unlawfully subjected to discrimination under, the work funded by SNC under this Agreement.
3. Pursuant to Government Code section 12990, the Grantee and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900 et seq.) and the applicable regulations (California Code of Regulations Title 2, section 7285.0 et seq.). The regulations of the Fair Employment and Housing Commission regarding Contractor Nondiscrimination and Compliance (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations) are incorporated into this Agreement by this reference.
4. Grantee and its contractors shall give written notice of their obligations under this non-discrimination clause to labor organizations with which they have a collective bargaining or other agreement and shall post in conspicuous places available to employees and applicants for employment, notice setting forth the provisions of this section. Grantee shall also include the non-discrimination provisions of this Agreement in all contracts related to the Project.

Q. Computer Software

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

R. Unionizing

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

S. Severability

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

T. Waiver

No term or provision hereof will be considered waived by either party, and no breach is excused or consented to by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No express or implied consent by either party to, waiver of, or failure of a party to enforce its rights with respect to a breach by the other party shall constitute consent to, or waiver of, any subsequent or other breach by the other party.

U. Time of the Essence

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

V. Entire Agreement and Amendment

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

W. Governing Law and Venue

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

X. Authorization

The signature of the SNC authorized representative certifies that at the Sierra Nevada Conservancy meeting held on March 5, 2020 the Board authorized the award of this grant to Grantee as provided in this Agreement.

Y. Non-Availability of Funds

Grantor shall not be obligated to disburse any Grant Funds under this Agreement unless and until the bond cash proceeds 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. Despite any contrary provision of this Agreement, no request for disbursement submitted prior to the release of such bond cash proceeds to Grantor shall be effective.

Z. 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 – Project Description and Work Plan

Sierra Nevada Conservancy Healthy Forests Grant Program

EXHIBIT A

Grantee: Sierra County Public Works
Project Title: Greene Acres Forest Health Planning Project
Agreement Number: 1263
Funding Authority: Proposition 68

PROJECT SCOPE / DESCRIPTION

Sierra County's 1205-acre Greene Acres Forest Health Planning Project is located off State Highway 49 in-between Sierra City and Yuba Pass. Greene Acres is a residential subdivision located at 5,000 feet elevation, just uphill from the upper North Fork of the Yuba River and gateway to the Sierra Buttes/Lakes Basin Recreation Area. This project completes NEPA and CEQA documentation required for future vegetation treatments on Tahoe National Forest lands that surround the Greene Acres subdivision and encompass Deer Creek, a tributary to the North Fork of the Yuba River.

The Greene Acres planning project area is prioritized in the Sierra County Community Wildfire Protection Plan. Fuel loading is heavy, and communities are at risk from catastrophic wildfire. The project completes necessary surveys, resource management reports and decision documents to meet the requirements for NEPA and CEQA. NEPA/CEQA decisions will be used to guide implementation of planned actions. The purpose of this project is to assess and analyze the planning area and develop vegetation treatments necessary to reduce fuels and stocking levels, and selectively remove diseased trees to improve forest and watershed health.

This project protects the river's water quality and associated communities and recreation assets within and adjacent to National Forest Lands. Restoring landscapes to their natural range of conditions makes forests more resilient to the stresses of insects, disease and fire, which are predicted to increase under changing climatic conditions. Reducing fuels will protect local communities and enhance water supply to local and downstream users.

PROJECT TASKS

| Detailed Project Tasks | Approximate Project Timeline | Budget Category |
|--------------------------------|--------------------------------------|-----------------|
| Six Month Progress Reports (2) | November 1, 2020 February 1, 2021 | A |
| Draft Proposed Action | June 2020 | A |

| Detailed Project Tasks | Approximate Project Timeline | Budget Category |
|--------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| Final Proposed Action | September 2020 | A |
| Field Surveys | June 2020 – August 2022 | A |
| NEPA and CEQA Documentation | December 2022 | A |
| Anticipated Completion Date | February 1, 2023 | |
| Request for Payment of Final Expenditures | 60 days from Project Completion or no later than the <i>Key Deadline: Payment Request for Final Expenditures</i> identified on the signature page of the Agreement | |
| Final Report | | |
| Performance Measures Report | | |

PROJECT COSTS

| Project Budget Categories | SNC Funding |
|---------------------------|------------------|
| A. Project Implementation | \$95,000 |
| B. Administrative Costs | \$5,000 |
| TOTAL | \$100,000 |

PROJECT DELIVERABLES**

| Deliverable | Format | Date Due |
|-------------------------------------------------------|-------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Reports: every 6 months | SNC Report Forms | Every 6 months starting from execution date of Grant Agreement until Project Completion Date |
| Field Surveys | PDF documents/CD | As Completed |
| NEPA: Final Proposed Action | PDF documents/CD | As Completed |
| CEQA: Documentation | PDF documents/CD | As Completed |
| Request For Payment Of Final Expenditures | SNC Request for Payment Form | 60 days from Project Completion or no later than the <i>Key Deadline: Payment Request for Final Expenditures</i> identified on the signature page of the Agreement |
| Final Report & Performance Measures Report | SNC Final Report Form | |

** Deliverable is the term for the quantifiable goods or services that will be provided upon the completion of a Project. A **deliverable** could be a report, a document, or any product that results from a Project.

PROJECT REPORTING REQUIREMENTS

Progress and Final Report(s):

The Grantee shall provide six-month progress reports and a final report as specified in the Project Schedule. Six-month progress reports shall reflect work completed in the previous six months, and final reports shall reflect the entire Grant period. A progress report shall also be submitted for the time period immediately preceding the submission of the final report. The templates and instructions for completing these reports can be found on the Sierra Nevada Conservancy (SNC) Web site in the following location: <https://sierranevada.ca.gov/funding/snc-grants/manage-your-grant/>.

Performance Measures Reporting:

Performance Measures are used to track progress toward Project goals and desired outcomes. They provide a means of reliably measuring and reporting the outcomes and effectiveness of a Project and how it contributes to the SNC's achievement of its programmatic goals.

The Grantee shall report on Performance Measures as part of the Final Report. The Grantee shall consider the following four quantitative Performance Measures and report on the ones that are applicable to this Project. Additional information, including details on specific Performance Measures, can be found on the SNC Web site in the following location: <https://sierranevada.ca.gov/funding/snc-grants/manage-your-grant/performance-measures/>.

1. Resources Leveraged in the Sierra Nevada:
The purpose of this Performance Measure is to measure the additional resources generated as a result of SNC investment. The total value is based on matching funds provided by external sources, number of volunteer hours donated, and the value of major in-kind contributions made to a Project.
2. Number and Diversity of People Reached:
The purpose of this Performance Measure is to measure progress on information-sharing and education efforts, and the inclusiveness of other Project efforts, such as plan development.
3. Number and Type of Jobs Created:
The purpose of this Performance Measure is to measure economic benefits to the Sierra Nevada Region by tracking the full-time equivalent jobs created by SNC-funded activities.

4. **Number and Value of New, Improved, or Preserved Economic Activities:**
The purpose of this Performance Measure (PM) is to provide the types, quantities, and, where appropriate, estimated dollar values of new, improved or preserved economic activities, products and services. This PM relates to SNC's goals to develop tourism and recreational opportunities, aid in the preservation of working landscapes, and assist the regional economy.

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

5. **Number of Collaboratively Developed Plans and Assessments:** The purpose of this Performance Measure (PM) is to measure the extent of collaboration within local communities. This PM is relevant for a wide variety of projects. Plans and assessments help communities plan for resource use, qualify for targeted funding, and support understanding of conditions and management options. Examples of anticipated subjects include fire protection, water resources, land use, tourism development, habitat surveys and many more.