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**El Dorado County**  
**El Dorado County Fire Safe Coordinator**  
**USD\$ 175,000.00**

## Subaward Agreement

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November 15, 2021

Michelle Patterson  
El Dorado County  
330 Fair Ln  
Placerville, CA 95667

Dear Michelle,

Congratulations! The California Fire Safe Council is pleased to provide funding for El Dorado County's "El Dorado County Fire Safe Coordinator" project, (the "Project"). The El Dorado County, hereinafter referred to as the "Subrecipient", enters into this Subaward Agreement (the "Agreement") on the date of the last signature on this Agreement below, following the terms and conditions set forth herein.

Funding for this Project is provided from the California Department of Forestry and Fire Protection ("CAL FIRE") as part of the California Climate Investment Program. The Project being funded is as described in the Subrecipient's original application for funding. This Agreement outlines the subaward's procedures and requirements.

The assigned number for this subaward is 21CALFIRE 372642. (Please refer to this number when contacting CFSC about this subaward). Total funding provided for this Project shall not exceed \$175,000.00.

### **SECTION 1: PURPOSE**

The objective of this Grant Program to educate, encourage, and develop county-wide collaboration and coordination among various wildfire mitigation groups operating within counties containing State Responsibility Area lands. To meet project objectives, County Coordinators will conduct an initial census of wildfire mitigation work in their county, attend workshops at the local and state level, identify and summarize actions of local groups, and provide regular reports and updates on collaborative efforts. The end result will be a county-wide model of collaboration, coordination, and mutual aid between all wildfire mitigation organizations and stakeholders.

### **SECTION 2: TERM OF SUBAWARD**

The term of this Agreement is from November 15, 2021 to April 30, 2023 (the "Term"). Subrecipient shall not receive funding for portions of the Project completed outside of the Term. Subrecipient agrees to comply with all applicable state and local laws governing the funds provided under this Agreement; in addition, Subrecipient will follow generally accepted accounting principles and their organization's written policies and procedures related to financial and program management.

### **SECTION 3: REPORTS**

Subrecipient shall use CFSC's ZoomGrants reporting system for subaward reporting, document submission, and other subaward-related functions. Subrecipient agrees to submit to CFSC all required deliverables and reports via CFSC's ZoomGrants system.

Subrecipient shall submit quarterly financial and programmatic reports, and a final/closeout report, using the forms provided in ZoomGrants.

Quarterly reports are due:

- | February 28, 2022 (for the period November 15, 2021-January 31, 2022)
- | May 31, 2022 (for the period February 1-April 30, 2022)
- | August 31, 2022 (for the period May 1-July 31<sup>st</sup>, 2022)
- | November 30, 2022 (for the period August 1-October 31<sup>st</sup>, 2022)
- | February 28, 2023 (for the period November 1, 2022-January 31, 2023)
- | May 31, 2023 (for the period February 1-April 30, 2023)

Quarterly report submissions will include a check-in call with the County Coordinator Grant Specialist to discuss Project progress and to provide any needed assistance.

By May 31, 2023 at 5 p.m., Subrecipient agrees to submit a final report, including all required documents, through ZoomGrants. The final report should include:

- | A final Closeout Report Narrative
- | A final Budget Report on Actual Costs
- | One (1) digital version of products, publications, flyers, communications and/or educational materials, best practice guides, newspaper clippings and other materials developed using grant funds over the entirety of the Project.
- | A final photographic "story" of the Project.
- | Photos: High Resolution digital photos showing the project's outcomes and events.

Failure to comply with all reporting and closeout procedures by the deadlines will be considered noncompliance with the terms of the Agreement. Such noncompliance may be considered in the evaluation of organizational capacity for future subawards.

### **SECTION 4: PAYMENTS**

Payments to Subrecipient shall be in the form of electronic direct deposit through ACH processing to Subrecipient's bank account. (ACH processing is a safe form of a bank wire from CFSC's bank to Subrecipient's bank.). Payments for work conducted under this Agreement may be made on an advance or reimbursement basis and are contingent upon the receipt by CFSC of sufficient funds from CAL FIRE pursuant to the Prime Award. Payments shall be made upon receipt and approval of a Payment Request Form and a financial report detailing current charges and total-to-date charges by major budget categories. After the initial payment, additional payment requests may take up to 90 days after Subrecipient's request to CFSC.

Subrecipient must provide a completed ACH Authorization Form and W-9 in ZoomGrants prior to any initial payment being made.

Subrecipient may submit a new payment request once they have spent 60% or more of the funds received from the prior payment, and supply necessary supporting documentation.

To submit a payment request, the Subrecipient must submit the request in ZoomGrants, and upload the following proof of expenditures for the prior invoice period into ZoomGrants:

- | A summary sheet or copy of general ledger showing each budget category
- | Detailed transaction ledgers by each budget category and/or payroll ledgers

CFSC reserves the right to cancel or stop payments if there are serious compliance or programmatic issues.

Subrecipient shall account for payments received under this Agreement in its budget accounting in the quarterly reports and the final/closeout report.

## **SECTION 5: MONTHLY AND QUARTERLY CHECK-IN REQUIREMENTS**

Subrecipient shall work with the County Coordinator Grant Specialist to develop metrics to gauge their Project's progress. Metrics may include but are not limited to:

- | Individual County Goals for Coordination
- | Outreach Efforts and Key Stakeholders
- | Current Wildfire Mitigation Programs (WMP)
- | Number of counties participating in active coordination
- | Number of individual county contacts engaged with during the project by County Coordinator
- | Completed grants, tasks, meetings and plans created during the project time by the coordinator
- | Workshop and meeting hours at local and state level attended by County Coordinator
- | Identification, count and summary actions of local groups identified during the project within each county
- | Survey reports detailing the known groups, grants, processes within each county at the outset of the project and its conclusion and the new collaborations gained.

These metrics will be reviewed monthly during mandatory check-in meetings with the County Coordinator Grant Specialist and assigned CFSC Regional Coordinator. In addition to tracking Project progress, the monthly check-in meetings will be a source of support for Subrecipient and an opportunity to ask questions and discuss project modifications.

In addition to the monthly check-in meetings, Subrecipient is required to attend quarterly Regional County Coordinator Workshops. These workshops will be hosted by the County Coordinator Grant Specialist and the assigned CFSC Regional Coordinator and will bring together County Coordinators from awarded counties. The goal of the workshops is to allow County Coordinators to meet, engage, exchange best practices, and provide educational tools to support county-wide collaboration and coordination.

## **SECTION 6: TITLE TO AND USE OF EQUIPMENT AND SUPPLIES**

Title to any supplies or equipment purchased during the Term under this Agreement will vest upon acquisition in the Subrecipient. Notwithstanding the foregoing, Subrecipient shall have free, irrevocable license to use the equipment or supplies.

## **SECTION 7: TITLE TO AND USE OF WORK PRODUCTS AND DATA**

Title to any and all materials developed with funds from this Agreement vests in the Subrecipient. Notwithstanding the foregoing, Subrecipient shall have a free, irrevocable license to use, publish, or distribute all such materials. The word "materials" may include, but is not limited to: reports, studies, photographs, computer programs, drawings, writings, or other similar works or documents, along with all supporting data and material, produced under this Agreement.

CFSC reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use the materials for CFSC educational or promotional purposes. CFSC will always attempt to do this with Subrecipient's notification and/or consent.

**SECTION 8: PERMITS/ENVIRONMENTAL COMPLIANCE**

Subrecipient shall ensure that the Project is in compliance with all applicable environmental and cultural resource laws – federal, state and local – prior to beginning any activities, including but not limited to, ground-or vegetation -disturbing activities. Projects were selected based on the Subrecipient's assurance that environmental and cultural permits were either not necessary or are already in place. Please contact your County Coordinator Grant Specialist if ground disturbing activities are scheduled to occur, prior to activities beginning.

**SECTION 9: SUBAWARDS**

Subrecipient is prohibited from sub-awarding any part of this Project to another organization.

**SECTION 10: RECORD RETENTION**

All Subrecipient records must be kept for three years after the closing date of the Project. Upon completion of the Agreement, Subrecipient must maintain copies of all grant documentation, receipts, contractors, bid notices, time sheets, personnel time etc., in a safe, retrievable storage location. Such documentation shall be made to CFSC upon request by CFSC or CAL FIRE.

**SECTION 11: SITE VISITS**

CFSC staff will conduct an in-person Grant Award Workshop within 3 months of the Project start date. Attendance at the award workshop is mandatory. The location, date, and time of the workshop will be announced in advance and a webinar attendance option will be offered.

In addition, CFSC staff will conduct a minimum of one monitoring visit/desk review and may schedule additional visits during the Term of the Agreement. The County Coordinator Grant Specialist will contact the Subrecipient to schedule the visit(s) and inform the Subrecipient of any items to be reviewed.

Subrecipient may be notified that CFSC or CAL FIRE staff would like to conduct a visit during the Term. This will always be done in coordination with Subrecipient.

**SECTION 12: LOGO & PUBLIC NOTICES**

Subrecipient shall cooperate with CFSC to release information about this Project to the press or other news/media outlets.

Subrecipient is prohibited from using CAL FIRE's trademarks or service marks without CAL FIRE's prior written consent, which may be requested through the County Coordinator Grant Specialist.

Subrecipient is prohibited from using CFSC's logo, trademarks, or service marks without CFSC's prior written consent, which may be requested through the County Coordinator Grant Specialist

Recognition for projects, activities and products should be included on all products developed with funds provided through this Agreement. Subrecipient is encouraged to give public notice of the receipt of this award and, from time to time, to announce the progress and accomplishments. Items such as press releases or other public notices shall include a statement as follows:

"Funding for this project was provided by a grant from the California Department of Forestry and Fire Protection as part of the California Climate Investment Program, through the California Fire Safe Council."

### **SECTION 13: MODIFICATIONS**

Program and budget modifications require prior written approval from the County Coordinator Grant Specialist. It is the expectation of CFSC and CAL FIRE that the Subrecipient make every effort to complete the approved Project within the approved Term. CFSC cannot honor any requests for extensions of time past the stated deadline of April 30, 2023.

### **SECTION 14: NOTIFICATION**

Subrecipient shall immediately notify CFSC of developments that have a significant impact on activities supported under this Agreement. Written notification shall be given in case of problems, delays or adverse conditions that materially impact the ability to meet the objectives of the Agreement. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

### **SECTION 15: INSURANCE**

Subrecipient shall maintain general and commercial liability insurance of not less than \$1,000,000 per occurrence for bodily injury and property damage combined; if applicable, workers' compensation insurance of not less than \$1,000,000; and, if applicable, commercial automobile insurance on owned, hired and/or non-owned vehicles of not less than \$1,000,000 throughout the term of the Project. All such policies shall provide that CFSC and their respective officers, agents, employees and servants are included as additional insureds as far as the performance of this Agreement are concerned. Subrecipient shall provide certificate(s) of insurance reflecting that this coverage is in effect upon acceptance of this Agreement. In the event of any change in the insurance coverage, Subrecipient shall provide updated certificate(s) of coverage.

### **SECTION 16: NON-LIABILITY**

CFSC does not assume liability for any third-party claims for damages arising out of this Agreement. Each party agrees that it will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other party and the results thereof. Each party, therefore, agrees, to the extent authorized by applicable laws that it will assume all risks and liability to itself, its agents or employees, for any injury to persons or property resulting from any operations of its agents or employees under this agreement, and for any loss, cost, damage, or expense resulting at any time from any and all clauses due to any acts, or negligence, or the failure to exercise proper precautions of or by itself or its own agents to this agreement. Subrecipient agrees to carry appropriate liability insurance (e.g., general liability, directors and officers, errors and omissions, etc.) to safeguard funds and assets acquired through this Agreement

### **SECTION 17: AUTHORITY AND ACCEPTANCE**

All necessary action has been taken by Subrecipient to accept this Agreement, authorize the undersigned to execute this Agreement, and perform the Project as set forth in this Agreement.

### **SECTION 18: CONTACTS**

#### **Subrecipient Contact**

Michelle Patterson  
Mark.Egbert@ca.usda.gov  
530-621-5577

Julia Marsili  
jmarsili@cafiresafecouncil.org  
916-538-1852

Best wishes for success on the project!  
\_s/ Bob Roper, Chairman for California Fire Safe Council, Inc

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## Signatures

**El Dorado County**

**California Fire Safe Council**

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Project Manager  
*Not signed yet.*

Executive Director/Manager  
*Not signed yet.*

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