

State of California
Dept. of Forestry and Fire Protection (CAL FIRE)
Resource Management
GRANT AGREEMENT

APPLICANT: County of Fresno
PROJECT TITLE: Tree Mortality Hazard Tree Removal
GRANT AGREEMENT: 8GA17111

PROJECT PERFORMANCE PERIOD IS from July 1, 2017 through January 31, 2020.
Under the terms and conditions of this Grant Agreement, the applicant agrees to complete the project as described in the project description, and the State of California, acting through the Dept. of Forestry & Fire Protection, agrees to fund the project up the total state grant amount indicated.


PROJECT DESCRIPTION: Removal of dead and dying trees within Fresno County approved in conjunction with CalOES California Disaster Assistance Act (CDAA) Program to provide up to 25% reimbursement for tree mortality projects, CalOES applicant ID: 019-00000.

Total State Grant not to exceed \$ 880,133.00 (or project costs, whichever is less)

**The Special and General Provisions attached are made a part of and incorporated into this Grant Agreement.*

County of Fresno

STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY
AND FIRE PROTECTION

Applicant	
By <u></u> Signature of Authorized Representative	By _____
Title <u>Chairperson, Board of Supervisors</u>	Title: <u>Helge Eng</u> <u>Deputy Director, Resource Management</u>
Date <u>April 17, 2018</u>	Date _____

CERTIFICATION OF FUNDING

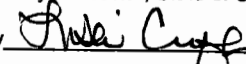
AMOUNT OF ESTIMATE FUNDING \$ 880,133.00	GRANT AGREEMENT NUMBER 8GA17111	FUND		
ADJ. INCREASING ENCUMBRANCE \$ 880,133.00	APPROPRIATION General			
ADJ. DECREASING ENCUMBRANCE \$	FUNCTION General Fund			
UNENCUMBERED BALANCE \$ 880,133.00	LINE ITEM ALLOTMENT 3540-102-0001	CHAPTER 54	STATUTE 2017	FISCAL YEAR 17/18
T.B.A. NO.	B.R. NO. FY 17/18	INDEX 9520	OBJ. EXPEN D 418	PCA 06232
PROJECT/WORK PHASE VENDOR# 809850-00				

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.

SIGNATURE OF CAL FIRE ACCOUNTING OFFICER

DATE

ATTEST:
BERNICE E. SEIDEL
Clerk of the Board of Supervisors
County of Fresno, State of California

By  Deputy

TERMS AND CONDITIONS OF GRANT AGREEMENT

I. RECITALS

1. This Agreement, is entered into between the State of California, by and through the California Department of Forestry and Fire Protection (CAL FIRE), hereinafter referred to as "STATE" and County of Fresno, hereinafter referred to as "GRANTEE".
2. The STATE hereby grants to GRANTEE a sum (hereinafter referred to as "GRANT FUNDS") not to exceed Eight hundred eighty thousand, one hundred thirty-three Dollars (\$880,133.00).
3. In addition to the terms and conditions of this Agreement, the STATE and GRANTEE agree that the terms and conditions contained in the documents set forth below are hereby incorporated and made part of this agreement:
 - a. Department of Forestry and Fire Protection (CAL FIRE) Local Assistance for Tree Mortality Grant Program Procedural Guide;
 - b. CAL FIRE Funding Advice Letter; and
 - c. The submitted CAL FIRE Application, Cal OES approved CDAA Project Application, and tree removal plan.

II. SPECIAL PROVISIONS

1. Recipients of GRANT FUNDS pursuant to Senate Bill 108 (Statutes of 2017), Chapter 54, Section 9, Item 3540-102-0001 shall abide by the provisions in this Agreement.

III. GENERAL PROVISIONS

1. Definitions
 - a. The term "Agreement" means grant agreement number 8GA17111.
 - b. The term "GRANT FUNDS" means the money provided by the STATE to the GRANTEE in this Agreement.
 - c. The term "GRANTEE" means an applicant who has a signed Agreement for the award of GRANT FUNDS.
 - d. The term "Other Sources of Funds" means all matching fund sources that are required or used to complete the Project beyond the GRANT FUNDS provided by this Agreement.
 - e. The term "STATE" means the State of California, Department of Forestry and Fire Protection (CAL FIRE).

- f. The term "Cal OES" means the State of California, Governor's Office of Emergency Services.
- g. The term "CDAA" means the California Disaster Assistance Act.
- h. The term "DSR" means Damage Survey Report.

2. Project Representatives

The GRANTEE representative during the term of the agreement will be:

GRANTEE: County of Fresno
Section/Unit:
Attention: Adan Ortiz
Mailing Address: P.O. Box 11867
Fresno, CA 93775
Phone Number: (559) 600-4064
Email Address: aortiz@co.fresno.ca.us

Changes to the project representatives during the term of the agreement shall be made in writing. Notice shall be sent to the above representative for all notice provisions of this Agreement.

3. Project Execution

- a. Subject to the availability of grant monies, the STATE hereby grants to the GRANTEE a sum of money (GRANT FUNDS) not to exceed the amount stated on Section I. RECITALS, Paragraph 2 in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the Local Assistance for Tree Mortality Grant Program Procedural Guide.
- b. GRANTEE shall comply with the California Environmental Quality Act (CEQA) (Public Resources Code, Section 21000, et. seq. Title 14, California Code of Regulations, Section 15000 et. seq.) and all other local, State, and federal environmental laws.
- c. GRANTEE, and the agents and employees of GRANTEE, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents, of the STATE.

4. Project Costs and Payment Documentation

- a. Payment by the STATE shall be made after receipt of an approved DSR from Cal OES. All project and activity work related to the grant must be completed no later than January 31, 2020. Requests for reimbursement shall be submitted to CAL FIRE and Cal OES no later than February 28, 2020. CAL FIRE shall provide reimbursement for all approved DSRs received through April 30, 2020. GRANT FUNDS reimbursed through this agreement may not be reimbursed through other funds.
- b. STATE agrees to compensate GRANTEE costs in approved DSRs not to exceed 25% of the total project cost less donated resources up to the total GRANT FUNDS.
- c. GRANTEE shall submit each invoice for payment to:

California Department of Forestry & Fire Protection
Attention: Grants Management Unit, LATM – Megan Esfandiary
P.O. Box 944246,
Sacramento, CA 94244-2460
- d. Project reporting shall accompany each invoice and include project information and accomplishments as specified in the Local Assistance for Tree Mortality Grant Program Procedural Guide.

5. Budget Contingency Clause

- a. If STATE funding for any fiscal year is reduced or deleted for purposes of the Local Assistance for Tree Mortality Grant Program, the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or if possible and desirable, offer an Agreement amendment to GRANTEE to reflect the reduced amount available for the Project.
- b. Upon conclusion of the October 30, 2015 Proclamation of a State of Emergency, the GRANTEE may only continue with project activities and reimbursement only if allowable under Cal OES CDAA Program guidelines. Project activities and reimbursement requests shall not extend beyond dates identified in Item 4a of General Provisions.

6. Project Administration

- a. GRANTEE shall submit completed projects into the Tree Mortality Mapper no less frequently than monthly. Final reporting shall be submitted within 30 days of Project completion.

- b. GRANTEE shall promptly submit written Project reports as the STATE may request throughout the term of this Agreement.

7. Financial Records

- a. GRANTEE shall retain all records consistent with Cal OES CDAA Program requirements.
- b. GRANTEE shall maintain satisfactory financial accounts, documents, and records for the Project and make them available to the STATE for review during reasonable times. This includes the right to inspect and make copies of any books, records, or reports of GRANTEE pertaining to this Agreement or matters related thereto.
- c. GRANTEE shall keep such records as the STATE shall prescribe, including, but not limited to, records which fully disclose (a) the disposition of the proceeds of state funding assistance, (b) the total cost of the Project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the Project cost supplied by other sources of funds, and (d) any other such records as will facilitate an effective audit. All records shall be made available to the STATE, other State of California agency, or other entity as determined by the State of California for auditing purposes at reasonable times.
- d. GRANTEE shall use any generally accepted accounting system.

8. Project Termination

- a. This Agreement may be terminated by the STATE or GRANTEE upon 30-days written notice to the other party.
- b. If either party terminates the Agreement prior to the completion of the Project, GRANTEE shall take all reasonable measures to prevent further costs to the STATE under the Agreement and the STATE shall be responsible for any reasonable and non-cancelable obligations incurred by GRANTEE in the performance of this Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.
- c. Failure by GRANTEE to comply with the terms of this Agreement may be cause for suspension of all obligations of the STATE hereunder at the discretion of the STATE.
- d. Failure of GRANTEE to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of the STATE hereunder if in the judgment of the STATE such failure was due to no fault of GRANTEE. At the discretion of the STATE, any amount required to settle at minimum cost any

irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.

- e. Final payment to GRANTEE may not be made until the STATE determines the Project conforms substantially to this Agreement.

9. Hold Harmless

- a. GRANTEE shall defend, indemnify and hold the STATE, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of GRANTEE, its officers, agents, or employees. The duty of GRANTEE to indemnify and hold harmless includes the duty to defend as set forth in Civil Code Section 2778. This Agreement supersedes GRANTEE's right as a public entity to indemnity (see Government Code Section 895.2) and contribution (see Government Code Section 895.6) as set forth in Government Code Section 895.4.
- b. GRANTEE waives any and all rights to any type of express or implied indemnity or right of contribution from the STATE, its officers, agents, or employees for any liability resulting from, growing out of, or in any way connected with or incident to this Agreement.
- c. Nothing in this Agreement is intended to create in the public or in any member of it rights as a third-party beneficiary under this Agreement.

10. Tort Claims

FEDERAL:

The United States shall be liable, to the extent allowed by the Federal Tort Claims Act 28 United States Code 2671-2680, for claims of personal injuries or property damage resulting from the negligent or wrongful act or omission of any employee of the United States while acting within the scope of his or her employment, arising out of this Agreement.

STATE:

The State of California shall be liable, to the extent allowed by law and subject to California Government Code, Title 1, Division 3.6, providing for the filing of tort claims against the State of California, for personal injuries or property damage resulting from the negligent or wrongful act or omission of

State of California employees while acting within the scope of his or her employment, arising out of this Agreement.

11. Nondiscrimination

The State of California prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, sex, marital status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. GRANTEE shall not discriminate against any person on any of these bases.

12. Incorporation

The Local Assistance for Tree Mortality Grant Program Procedural Guide, CAL FIRE Application; and the Cal OES approved CDAA Project Application, tree removal plan, and Board Resolution; and any subsequent amendments or modifications approved in writing by the STATE are hereby incorporated by reference into this Agreement as though set forth in full in this Agreement.

13. Severability

If any provision of this Agreement or the project and activity 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.

14. Waiver

No term or provision hereof will be considered waived by either party, and no breach excused 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 consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

15. Assignment

This Agreement is not assignable by GRANTEE either in whole or in part.

AGREEMENT BETWEEN THE COUNTY OF FRESNO AND THE STATE OF CALIFORNIA

State of California – Natural Resources Agency, Department of Forestry and Fire Protection, Tree Mortality Hazard Tree Removal (Grant Agreement No. 8GA17111)

Fund/Subclass 0001/10000
Organization #: 56204605
Revenue: 3530

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