

VEGETATION MANAGEMENT PROJECT GRANT AGREEMENT

THIS VEGETATION MANAGEMENT PROJECT GRANT AGREEMENT (“Agreement”) is made and entered into on [Date], by and between the COUNTY OF SONOMA, a political subdivision of the State of California (hereinafter COUNTY) and [Grantee], (hereinafter GRANTEE).

Recitals

WHEREAS, on March 23, 2021, the Board of Supervisors authorized establishment of the Vegetation Management Project Grant Program to support community resiliency, improve risk mitigation techniques, and increase wildfire prevention, and allocated funding for high-priority, near-term vegetation management activities in high-risk areas and near key ecosystems; and

WHEREAS, GRANTEE applied for and has been selected for use of Vegetation Management Project Grant Program funding; and

WHEREAS, GRANTEE understands that any expenditure of grant funds will be in compliance with this Agreement.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

Agreement

1. Grant. Subject to all terms and conditions of this Agreement, COUNTY agrees to grant to GRANTEE [INSERT GRANT AMOUNT] (the “Grant”).
2. Use of Funds. GRANTEE shall use the Grant exclusively for the uses specified in Exhibit A to this Agreement (the “Grant Project”). The Grant shall be expended for the Grant Project by no later than [INSERT DATE]. Any funds not expended on the Grant Project by such date shall be promptly returned to COUNTY.
3. Ineligible Project Costs. The COUNTY, in its sole discretion, shall determine which costs are eligible for the Grant. Without limiting the foregoing, the following are ineligible costs:
 - a) costs incurred prior to the award date of the grant;
 - b) purchase of equipment that is not an integral part of a project;
 - c) establishing a reserve fund;
 - d) monitoring and assessment costs for efforts required after project construction is complete;
 - e) replacement of existing funding sources for ongoing programs;
 - f) travel expenses, such as transportation and lodging;
 - g) meal expenses; and
 - h) overhead not directly related to project costs.
4. Reporting. GRANTEE shall submit progress and financial reports to COUNTY on a [INSERT TIME] basis. Upon completion of the Grant Project, GRANTEE shall submit to COUNTY a final report, including photo documentation. The reports shall be such form and include such information required by COUNTY.
5. Records. GRANTEE shall maintain all financial, accounting, and other records related to the Grant Project for no less than five (5) years (“Project Records”). Upon request, GRANTEE shall provide to COUNTY the Project Records. GRANTEE shall report to

COUNTY on its use of the Grant at such times and in such manner as may be requested by COUNTY.

6. Publicity. Publicity generated by GRANTEE for work funded by this Agreement, shall make reference to the contribution of COUNTY in making the Grant Project possible.
7. Indemnification. GRANTEE agrees to accept all responsibility for loss or damage to any person or entity, including COUNTY, and to indemnify, hold harmless, and release COUNTY, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including GRANTEE, that arise out of, pertain to, or related to GRANTEE's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement, the Grant Project, or use of the Grant. GRANTEE's obligations under this Section apply whether or not there is concurrent negligence on COUNTY's part, but to the extent required by law, excluding liability due to COUNTY's conduct. COUNTY shall have the right to select its legal counsel at GRANTEE's expense, subject to GRANTEE's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to GRANTEE or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts. GRANTEE shall be liable to COUNTY for any loss or damage to COUNTY property arising from or in connection with GRANTEE's Grant Project.
8. Non-Discrimination. GRANTEE shall comply with all applicable federal, state and local laws, rules and regulations in regard to non-discrimination in employment because of race, ancestry, color, sex, age, national origin, religion, marital status, medical condition, or handicap, including the provisions of Article II of Chapter 19 of the Sonoma County Code, prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection.
9. Prevailing Wage. With respect to any portion of the Grant Project that constitutes the performance of a "public work" within the meaning of Labor Code section 1720, GRANTEE shall comply with all applicable wage and hour laws, including without limitation Labor Code Sections 1775, 1776, 1777.5 1813 and 1815 and California Code of Regulations, Title 8, Section 16000, et seq. GRANTEE shall properly document such compliance, including registration of all covered contracts with the Department of Industrial Regulations. COUNTY shall have the right to inspect all documentation to confirm compliance with this section at any time.
10. ADA Requirements. GRANTEE shall ensure that the Grant Project complies with all applicable requirements of the Americans with Disabilities Act (ADA) including, without limitation, providing fully accessible public access to the property and all facilities and programs provided thereon.
11. Breach; Repayment. COUNTY may suspend or terminate this Agreement if GRANTEE fails to comply with the terms of this Agreement, including, but are not limited to: (a) failure of GRANTEE to fulfill its obligations under this Agreement; (b) ineffective or improper use of funds provided under this Agreement; or (c) submission by GRANTEE to COUNTY any application, request, report or other information that is incorrect or incomplete in any material respect. If such event occurs, GRANTEE shall, within ten days

of receipt of notice of such failure by COUNTY, return all grant funds provided by COUNTY under this Agreement; provided, however, that COUNTY may, in its sole discretion, allow GRANTEE to retain some or all grant funds if COUNTY determines that the failure was inadvertent or immaterial, or that GRANTEE has taken action to ensure that the failure will not reoccur.

12. Termination. At any time, with or without cause, COUNTY shall have the right in its sole discretion to terminate this Agreement by giving written notice to GRANTEE. In the event of a termination without cause, COUNTY shall pay GRANTEE for eligible Grant Project activities performed in compliance with this Agreement prior to the notice of termination.
13. Conflict of Interest. GRANTEE covenants that it presently has no interest and shall not acquire any interest, direct, or indirect, which would conflict in any manner or degree with the performance of its services hereunder. GRANTEE further covenants that in the performance of this contract no person having any such interest shall be employed.
14. Statutory Compliance. GRANTEE agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies applicable to the Grant, the Grant Project and any work funded by the Grant, or otherwise provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. It is the sole responsibility of GRANTEE, not COUNTY, to obtain any required approvals, permits and documentation necessary to legally complete the Grant Project. Without limiting the generality of the foregoing, GRANTEE expressly acknowledges that this Agreement may be subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.
15. AIDS Discrimination. GRANTEE agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.
16. Assignment. GRANTEE shall not assign, sublet, transfer or delegate any interest in or duty under this Agreement without written consent of COUNTY, and no assignment shall be of any force or effect whatsoever unless and until so consented.
17. Merger. This writing is intended both as the final expression of the agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to C.C.P. Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
18. No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
19. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. GRANTEE expressly recognizes that, pursuant to Sonoma County Code Section 1-11,

COUNTY personnel are without authorization to order extra or changed work or waive Agreement requirements.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

COUNTY OF SONOMA:

[DATE]

County Administrator

GRANTEE:

[DATE]

[Grantee's Legal and Common Name]

[Signer Name]

[Title]

EXHIBIT A
Grant Project

[VEGETATION MANAGEMENT PROJECT GRANT APPLICATION]