



# County of Sonoma

## 2023 Vegetation Management Grant Program

# GRANT GUIDELINES

The County of Sonoma invites you to respond to a request for proposals for its Vegetation Management Grant Program.

## A. INTRODUCTION

### 1. Project Background and Description

In preparation for the 2023 wildfire season and beyond, the County of Sonoma is directing up to \$3 million to near-term vegetation management activities in high-risk areas. All interested parties must submit an application and enter their project details into the [Sonoma County Community Wildfire Protection Plan Project Entry Hub Site](#) to be eligible for receipt of grant funds.

In October 2017, three major wildfires simultaneously came through Sonoma County. The Sonoma Complex Fires collectively burned over 110,000 acres, destroying over 5,000 homes and businesses, taking 24 lives, and forcing hundreds of thousands of residents to evacuate. In February 2018, following the emergence of evidence that Pacific Gas & Electric (PG&E) electrical equipment caused the 2017 fires, Sonoma County agencies filed a lawsuit against PG&E seeking recovery for these damages. The parties reached a settlement agreement in 2020 allocating \$149 million to Sonoma County entities.

In October 2020, following extensive community and stakeholder outreach, the Sonoma County Board of Supervisors voted to allocate a minimum of \$25 million of the PG&E settlement funds toward diverse vegetation management activities to reduce wildfire risk, promote safety, and support ecosystems and agriculture, along with associated governance, education, funding/financing, and workforce development efforts.

### 2. Desired Outcomes

In an effort to address immediate needs to reduce wildfires in high-risk areas and motivate communities to be proactive in organizing and coordinating these efforts, Sonoma County created the Vegetation Management Grant Program. The Vegetation Management Grant Program (VMGP) supports community resiliency, improves risk mitigation techniques, and increases wildfire prevention. The County of Sonoma is directing up to \$3 million to high-priority vegetation management activities in high-risk areas. This grant cycle will aim to support long-term vegetation treatments that are economically practical, ecologically appropriate, and strategic in preventing or suppressing large-scale wildfire events.

Preference will be given to grant projects in the 2023 application cycle that focus on supporting long-term vegetation management that will be sustainable and consistent with the protection of natural

resources and ecosystem services, including protecting watersheds, enhancing biodiversity, and sequestering carbon while protecting against wildfires. The VMGP hopes to support multi-beneficial projects in the areas most vulnerable to wildfire.

Projects that involve alterations to vegetation or fuels should address how they will protect watersheds and sustain or enhance biodiversity, native species habitat, and wildlife corridors. Another objective of this grant program is to encourage collaboration between landowners and community members and state and local fire districts and organizations. Sonoma County has many resources to help identify the high-priority, high risk areas including the following:

- a. [Sonoma County Community Wildfire Prevention Plan Hub Site](#)
- b. [CALFIRE Fire Hazard Severity Zones](#) (also available through Hub Site)
- c. [Sonoma County Wildfire Fuel Mapper](#)
- d. [Fire Safe Sonoma](#)

### 3. Who Is Eligible to Apply

- Nonprofit organizations
- Community groups/ organizations
- Local fire districts
- Local Community Wildfire Protection Plans (CWPPs)
- Resource Conservation Districts
- Licensed foresters
- Technical advisors
- Schools
- Tribal entities

**Awardees will be required to enter into a legal grant agreement with the County of Sonoma.**

Applicants that do not have the capacity to enter into a legal agreement are encouraged to partner with another entity to collaborate and serve as sponsor/fiscal agent. Note, individuals are not eligible to apply, but are encouraged to work with their local Fire Safe Council, Resource Conservation District or other community group to apply. (see **Attachment A: Sample Grant Agreement** for additional information)

## B. GRANT REQUIREMENTS

### 1. Types of Projects Considered for Funding

Projects should ideally focus on high quality, sustainable vegetation management activities and outreach, including but not limited to:

- a. **Access & Egress:** Projects that improve safe travel on identified priority evacuation routes and firefighter access during a wildfire, including roadside vegetation management. Local fire districts can provide information about critical evacuation routes.
- b. **Defensible Space and Community Risk Reduction:** Projects that modify vegetation to stop or slow wildfire up to 100 feet from structures and along driveways and private access roads or protect critical community infrastructure such as communications facilities, water supply, medical facilities, power grid, etc.
- c. **Wildlands Fuel Treatment:** Modify wildland fuels (i.e., fuel breaks, prescribed burning, understory thinning, etc.) to reduce wildfire risk and enhance ecosystem services, typically more than 100' from structures in undeveloped landscapes. Strategic fuel breaks that aim to assist

firefighters slow the advance of wildfires, thus protecting homes, communities, and natural resources. Prescribed burns help to reduce fuel loads in controlled conditions. Site-appropriate understory thinning (improving tree spacing, reducing tree density and/or ladder fuels) can create space for low intensity fires to burn along forest floor and not into the canopy. All treatments should aim to maintain and enhance ecosystem health, enhance biodiversity while protecting communities.

- d. **Community Education:** Projects that provide education to increase understanding of wildfire and wildfire risk reduction, including defensible space, structure hardening, fire ecology, fire risks, ecosystem, and forest health, and how to reduce risks effectively while enhancing environmental values and services.
- e. **Environmental Compliance:** Preparation of environmental compliance documents such as California Vegetation Treatment Program (CAL VTPs), that increase safety and allow large land-holding managers and nearby residents to achieve mutually acceptable strategies for fuels management.

Vegetation management projects might be accomplished with a variety of methods, including prescribed/cultural burning, mechanical treatment (e.g., masticator, chipper, etc.), targeted grazing, and hand crews (labor using hand tools such as chainsaws and pruning saws).

Applicants are encouraged to submit projects that demonstrate measurable and relevant outcomes ahead of the 2023 fire season, even if they do not readily fit into the parameters or areas cited above.

## 2. Award Criteria Considered in Grant Application Evaluation

The County will prioritize projects that have been planned and permitted (i.e. are covered by an existing vegetation or forest management plan approved by Cal Fire and/or a local fire agency). Projects will be evaluated and prioritized according to the following award criteria:

### Award Criteria:

- **Seeks multiple benefits:** For example, whole-ecosystem and landscape-level management actions such as watershed protection, wildlife corridor enhancement, carbon sequestration or other ecosystem services (including alignment with priorities outlined in the Sonoma County Wildfire Protection Plan (CWPP), local wildfire protection plans, and best management practices).
- **Ecosystem Health:** Projects should aim to balance wildfire resilience (e.g., fuels reduction) with improvement of conditions and health in a variety of fire-prone ecosystems, especially in areas impacted by fire, tree diseases, pathogens, or insects, or in areas where native species are at risk because of changing conditions, disruption of native disturbance regimes, or invasive plant species.
- **Access and Functional Needs, Low-Income Populations:** Projects that achieve risk reduction and resilience goals for low-income communities and individuals with Access and Functional Needs, including but not limited to persons with disabilities, limited English proficiency, and elderly residents.
- **Organizational Capacity:** Applicant has organizational capacity to complete proposed work (preference for entities with a proven track record in the field). Please briefly note

organization's years in operation and experience with similar projects.

- **Maintenance:** Applicant has considered longer term project site maintenance beyond the initial project implementation.
- **Advances local workforce development and training**
- **Engages multiple landowners and adjoining properties** (abovementioned Hub Site can help locate projects in applicant's geographic area)
- **Education and Outreach:** Includes highly visible pilot project that offers opportunities for public education and outreach and could demonstrate the scalability of innovative and affordable techniques.

### 3. Project Mapping

Applicants should submit accurate project location map and clear depiction of the area to be treated by grant funding. Maps can be inserted as images into the application, as a separate file (jpg or pdf-format preferable) or as a shapefile.

Alternatively, if mapping skills are limited, please complete CWPP Project Entry Portal survey and complete the mapping instructions to generate an image that reflects the project area (see section G.4 below).

### 4. Project Budget

The budget should be comprehensive, realistic, and directly related to the project. All project costs and expenses must be included on the budget sheet. Applicants are encouraged to explore other supplemental funding sources to show diverse support for the project. All project proposals must include a completed budget worksheet (see form below).

#### Eligible Project Costs

Eligible project costs include the reasonable costs of studies, wildlife surveys, materials and supplies, legal fees, permitting and environmental compliance fees, labor, equipment, monitoring, and project implementation. Reasonable administrative expenses may be included and will depend on the complexity of the project. Administrative expenses are defined as necessary incidental or overhead costs that are directly related to the project in accordance with the standard accounting practices of the applicant.

Costs that are not eligible for reimbursement include, but are not limited to the following items:

- 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, meal expenses; and
- g) Overhead not directly related to project costs.

### C. LOCAL PREFERENCE

It is the policy of the County to promote employment and business opportunities for local residents and firms on all contracts and give preference to local residents, workers, businesses and consultants to the extent consistent with the law and interests of the public. A Local Service Provider is defined as a business or consultant who has a valid physical address located within Sonoma County from which the supplier or consultant operates or performs business on a day-to-day basis and holds a valid business license if required by a city within the jurisdiction of Sonoma County.

### D. SCHEDULE

The following schedule is subject to change. Except as provided below, changes will be made by written amendment to this Request for Grant Proposals. The County Administrator’s Office will issue any amendments to all applicants.

<b>Event</b>	<b>Phase 3 Dates</b>
<b>Grant Solicitation Open from the County</b>	Thursday, March 23, 2023
<b>Grant Workshop</b>	Tuesday, April 4, 2023 Tuesday, April 11, 2023
<b>Deadline to Submit Questions to County</b>	April 13, 2023 at 5:00pm
<b>Response from County</b>	April 17, 2023 at 5:00pm
<b>Applications Due:</b>	Thursday, April 20, 2023 at 5:00pm
<b>VMGP Working Group Review and Selection</b>	May 1-5, 2023
<b>Applicants Notified and provided with a Draft Grant Agreement</b>	Thursday, May 11, 2023 (proposed)
<b>Recommendations &amp; Grant Agreements presented to Board of Supervisors for final approval</b>	Tuesday, June 6, 2023 (proposed)
<b>Projects Start Date</b>	Upon execution of VMGP Grant Agreement
<b>Project Completion Date</b>	Dependent upon project and Applicant’s VMGP Grant Agreement, but not later than 12/31/2024

## E. GRANT WORKSHOPS

The County will host two virtual workshops on April 4 and April 11, 2023. Participation is voluntary. The workshop will be conducted in English with live Spanish translation. County staff and VMGP Selection Committee members will provide an overview of the application process and respond to applicants' questions.

Workshop Dates:

- April 4, 2023
- April 11, 2023

Times: 5:00 – 6:30 pm

Zoom Webinar Link (for both workshops):

<https://sonomacounty.zoom.us/j/98814857995?pwd=V0cvbjc3T2g3RlFOSEpxbm4rTDVlQT09>

Meeting ID (for both workshops):

Passcode (for both workshops): 403390

Or Telephone:

US: +1 669 900 9128

Webinar ID (for both workshops): 988 1485 7995

## F. QUESTIONS

Applicants must submit questions in writing in order for staff to prepare written responses to all potential applicants. All questions and written answers will be shared with all potential applicants on the [Vegetation Management Grant Program website](#). Questions must be submitted by **April 13, 2023** and will be responded to in writing on **April 17, 2023**. The Community Workshops will be recorded and available on the Vegetation Management Grant Program website so that applicants can review this information.

Questions should be sent via e-mail to: [vegmanagement@sonoma-county.org](mailto:vegmanagement@sonoma-county.org)

## G. GRANT PROPOSAL SUBMITTAL

### 1. FORM

Applicants must submit applications via email. The application can be accessed on the Vegetation Management Grant Program website:

[www.SonomaOpenSpace.org/our-impact/vegmanagement](http://www.SonomaOpenSpace.org/our-impact/vegmanagement)

Applicants **MUST** complete Project Entry SURVEY on the CWPP HUB Site (for description of CWPP, [see Section G.4 below](#)). The Vegetation Management Coordinator will receive notification once the applicant has successfully completed the Project Entry Survey.

**Submission:** All grant submittals should be sent to the Vegetation Management Grant Program email: [vegmanagement@sonoma-county.org](mailto:vegmanagement@sonoma-county.org)

Applications may **NOT** be sent as a compressed (zipped) file. This format is not compatible with the Sonoma County email system.

## 2. Due Date

Grant proposals must be received by **5:00 pm on Thursday, April 20, 2023** to be considered. The proposal due date is subject to change by the County. If the proposal due date is changed, all known applicants of the original solicitation will be notified of the new date via email and the updated information will be posted on the website.

## 3. Application Documents

Applicants need to complete the **Vegetation Management Grant Program Application Form** including the **Budget Sheet**. Applicants **MUST** complete Project Entry SURVEY through the **Sonoma County Community Wildfire Protection Plan (CWPP) Hub Site Project Entry Survey** (described in Section G.4 below).

## 4. Sonoma County Community Wildfire Protection Plan (CWPP) Hub Site Project Entry Portal Survey

In May of 2023, the Sonoma County Board of Supervisors will approve the updated Sonoma County **Community Wildfire Protection Plan (CWPP)**. A CWPP is one of the best tools to help Sonoma County to adapt to a wildfire-prone environment. The CWPP will contain hazard and risk analyses and, using a collaborative model, will suggest projects that can efficiently reduce the risk of loss of life, property loss, and environmental damage.

The [Community Wildfire Protection Plan Hub Site](#) is a website used to inform and collect feedback on the County's efforts to update the plan. It is also a resource for County residents to review Story Maps, Risk Indexes, and to submit fire mitigation and hazard reduction projects. The site also provides educational resources from partnering agencies on wildfire preparedness.

In order to qualify for a Vegetation Management Grant, all applicants must complete the Project Entry Survey on the CWPP Hub Site (see the link below). This Survey should take approximately 15-30 minutes and is aimed to use the same information developed for the Vegetation Management Grant application. You can access the Project Entry Portal:

<https://survey123.arcgis.com/share/573d31e9737b4618b1f0bb0fcc279bf9>

## 5. Grant Funding, Compliance and Reporting

VMGP funding is solely a monetary contribution from the County of Sonoma; funding does not represent the County's co-sponsorship of any project. Successful grantees of VMGP funding are required to comply with any applicable laws, regulations or permit requirements for the project funded. Failure to comply or complete the project could result in a repayment of the funding by the grantee. **Grantees will receive funds upon execution of a VMGP Agreement, and receipt of all County-required documents.**

Each grantee will be required to submit 6-month and 12-month narrative monitoring reports and financial reports. Upon completion of the project, each grantee must submit a final monitoring report and financial report within two months. This final report must include all supporting documentations (receipts, etc.) and photo documentation. All awardees must agree to allow County representatives to access the

project site upon request to confirm project progress and/or completion.

**California Environmental Quality Act (CEQA) Compliance.** The County must make findings regarding compliance with the California Environmental Quality Act (CEQA) when approving a project for funding. Your project must be either exempt from CEQA or CEQA review must be complete before the grant award. Applicants must complete the CEQA section of the application for consideration. Funding is available for projects that have been designed but need to complete a California Vegetation Treatment Program analysis (CAL VTP) to meet environmental compliance.

## H. SELECTION PROCESS

The County will prioritize projects that have already been planned and permitted (e.g., covered by an existing vegetation or forest management plan in concert with Cal Fire and local fire agencies), but have not yet been funded. Projects meeting the following award criteria are eligible for funding. Proposals will be evaluated using the criteria listed below. Note that there is no value or ranking implied by the order of this list. However, each applicant will be required to enter their project into CWPP Hub Site by completing the Project Entry Survey (see Section D.4) which will be included in the Selection Committee's analysis of each application.

- a. Use of priority project types/activities (see Section B.1)
- b. Potential for multiple benefits, whole-ecosystem, and landscape-level management actions
- c. Benefits and engages lower-income and highest-vulnerability communities
- d. Organizational capacity to complete proposed work
- e. Advances local workforce development and training goals
- f. Engages multiple landowners, adjoining properties, and resource managers

The County may, during the evaluation process, request from any applicant additional information, which the County deems necessary to determine the applicant's ability to perform the required services, including any applicable supporting documentation. If such information is requested, the applicant shall be permitted three (3) business days to submit the information requested.

An error in the proposal may cause the rejection of that proposal; however, the County may, in its sole discretion, retain the proposal and make certain corrections. In determining if a correction will be made, the County will consider the conformance of the proposal to the format and content required by the solicitation, and any unusual complexity of the format and content required by the solicitation. If the applicant's intent is clearly established based on review of the complete proposal, the County may, at its sole option, correct an error based on that established content. The County may also correct obvious clerical errors. The County may also request clarification from any applicant on any item in a proposal that County believes to be in error.

All applicants responding to this solicitation will be notified of their selection or non-selection after the evaluation committee has completed the selection process.



## **I. GENERAL INFORMATION**

### **RULES AND REGULATIONS**

1. The issuance of this solicitation does not constitute an award commitment on the part of the County, and the County shall not pay for costs incurred in the preparation or submission of proposals. All costs and expenses associated with the preparation of this proposal shall be borne by the applicant.
2. The County reserves the right, in its sole discretion, to take any of the following actions at any time before approval of an award: waive informalities or minor irregularities in any proposals received, reject any and all proposals, cancel the grant program, or modify and re-issue the solicitation. Failure to furnish all information requested or to follow the format requested herein may disqualify the applicant, in the sole discretion of the County. False, incomplete, misleading or unresponsive statements in a proposal may also be sufficient cause for a proposal's rejection.
3. The County may waive any deviation in a proposal. The County's waiver of a deviation shall in no way modify the solicitation requirements nor excuse the successful applicant from full compliance with any resultant agreement requirements or obligations. Sonoma County reserves the right to reject any or all proposals, or to waive any defect or irregularity in a proposal. The County further reserves the right to award a grant to the applicant or applicants that, in the County's judgment, best serves the needs of Sonoma County.
4. The County reserves the right to select the proposal(s) which in its sole judgment best meets the needs of the intent of the grant program and to award to only one or multiple qualified submittals. The County also makes no guarantee of any or equal amounts of work. The County of Sonoma further reserves the right to reject any or all proposals for any reason.
5. All applicants submit their proposals to the County with the understanding that the recommended selection of the review committee is final.
6. Upon submission, all proposals shall be treated as confidential documents until the selection process is completed. Once the selected applicant executes the grant agreement with the County, proposals shall be deemed public record. In the event that an applicant desires to claim portions of its proposal exempt from disclosure, it is incumbent upon the applicant to clearly identify those portions with the word "Confidential" printed on the top right-hand corner of each page for which such privilege is claimed, and to clearly identify the information claimed confidential by highlighting, underlining, or bracketing it, etc. Examples of confidential materials include trade secrets. Each page shall be clearly marked and readily separable from the proposal in order to facilitate public inspection of the non-confidential portion of the proposal. The County will consider an applicant's request for exemptions from disclosure; however, the County will make its decision based upon applicable laws. An assertion by an applicant that the entire proposal, large portions of the proposal, or a significant element of the proposal, are exempt from disclosure will not be honored and the proposal may be rejected as non-responsive. Prices, makes and models or catalog numbers of the items offered, deliverables, and terms of payment shall be publicly available regardless of any designation to the contrary.
7. The County will endeavor to restrict distribution of material designated as confidential to only those individuals involved in the review and analysis of the proposals. Applicants are cautioned that materials designated as confidential may nevertheless be subject to disclosure. Applicants are advised that the County does not wish to receive confidential or proprietary information and those applicants are not to supply such information except when it is absolutely necessary. If any

information or materials in any proposal submitted are labeled confidential or proprietary, the proposal shall include the following clause:

[Legal name of applicant] shall indemnify, defend and hold harmless the County of Sonoma, its officers, agents and employees from and against any request, action or proceeding of any nature and any damages or liability of any nature, specifically including attorneys' fees awarded under the California Public Records Act (Government Code §6250 et seq.) Arising out of, concerning or in anyway involving any materials or information in this proposal that [legal name of applicant] has labeled as confidential, proprietary or otherwise not subject to disclosure as a public record.

## **NONLIABILITY OF COUNTY**

The County shall not be liable for any pre-contractual expenses incurred by the applicant or selected contractor or contractors. The County shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this solicitation.

## **FORM OF AGREEMENT**

1. No agreement with the County shall have any effect until an agreement has been signed by both parties. Pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to waive or modify agreement requirements.
2. A sample of the agreement is included as Attachment A hereto. Applicants must be willing to accept the terms of this sample agreement. With few exceptions, the terms of the County's standard agreement will not be negotiated. Applicants requesting must submit proposed alternative language along with your application. Submission of this request does not guarantee acceptance of the requested changes, any exceptions or changes requested to the Agreement may constitute grounds to reject the proposal. **Indemnification language will not be negotiated.**
3. Proposals submitted shall include a statement that (i) the applicant has reviewed the sample agreement and will agree to the terms contained therein if selected, or (ii) all terms and conditions are acceptable to the applicant except as noted specifically in the proposal (see application cover sheet). An applicant taking exception to the County's sample agreement must also provide alternative language for those provisions considered objectionable to the applicant. Please note that any exceptions or changes requested to the Agreement may constitute grounds to reject the proposal.
4. **Failure to address exceptions to the sample agreement in your proposal will be construed as acceptance of all terms and conditions contained therein.**
5. Submission of additional agreement exceptions after the grant application submission deadline may result in rejection of the applicant's proposal.

## **DURATION OF PROPOSAL; CANCELLATION OF AWARDS; TIME IS OF THE ESSENCE**

1. All proposals will remain in effect and shall be legally binding for the term of the agreement.
2. Unless otherwise authorized by County, the selected awardees will be required to execute an agreement with the County within fourteen (14) days of the County notifying the applicant of their award. If agreement on terms and conditions acceptable to the County cannot be achieved within that timeframe, or if, after reasonable attempts to negotiate such terms and conditions, it appears that an agreement will not be possible, as determined at the sole discretion of the County, the County reserves the right to retract any notification of award and proceed with awards to other applicants, or not award at all.

## **WITHDRAWAL AND SUBMISSION OF MODIFIED PROPOSAL**

An applicant may withdraw a proposal at any time prior to the submission deadline by submitting a written notification of withdrawal signed by the applicant or an authorized agent. Another proposal may be submitted prior to the deadline. A proposal may not be changed after the designated deadline for submission of proposals.

## **J. LIVING WAGE & PREVAILING WAGE**

The grant recipient shall comply with any and all federal, state, and local laws – including, but not limited to the County of Sonoma Living Wage Ordinance and California Prevailing Wage affecting the services provided by this agreement. It is the responsibility of the Awardee to seek independent legal counsel as to the applicability of any and all federal, state, and local laws.

**County of Sonoma Living Wage Ordinance** - Without limiting the generality of the foregoing, the grant recipient expressly acknowledges and agrees 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.

The link to the Living Wage Ordinance is: <http://sonomacounty.ca.gov/CAO/Living-Wage-Ordinance/>

**Prevailing Wage** - Pursuant to Section 1720 and Section 1771 of the Labor Code, the work described in this RFP may be subject to the payment of prevailing wages and will be subject to compliance monitoring and enforcement by the California Department of Industrial Relations (DIR). Grant recipients and all subcontractors performing work that requires payment of prevailing wages shall be registered and qualified to perform public work pursuant to Labor Code section 1725.5 as a condition to submitting a proposal to this RFP. Prevailing wage requirements are further detailed in Article 9 of the Sample Agreement (attachment A).

For more information about prevailing wage please visit: <https://www.dir.ca.gov/public-works/prevailing-wage.html>

# Attachment A: Sample Grant Agreement

## VEGETATION MANAGEMENT GRANT AGREEMENT

THIS VEGETATION MANAGEMENT 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 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 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]**