

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY

Contract Number

16 BLM

SAP Number

San Bernardino County Fire Protection District

Department Contract Representative
Telephone Number

Dan Munsey

387-5779

Contractor
Contractor Representative
Telephone Number
Contract Term

California Fire Safe Council

Elizabeth LaMar

916-648-3600 x1007

October 1, 2019 through October
31, 2020

Original Contract Amount
Amendment Amount
Total Contract Amount
Cost Center

\$30,000

Briefly describe the general nature of the contract: *This contract is a grant award agreement between San Bernardino County Fire Protection District and the California Fire Safe Council regarding a grant award (16 BLM 143980) in the amount of \$30,000 for the period of October 1, 2019 through October 31, 2020 for a Community Wildfire Protection Plan for Devore and San Bernardino City.*

FOR COUNTY USE ONLY

Approved as to Legal Form

► 

Scott Runyan, Deputy County Counsel

Date

12-6-19

Reviewed for Contract Compliance

►

Date

Reviewed/Approved by Department

► 

Dan Munsey, Fire Chief/Fire Warden

Date

12-05-19



Close Window

**San Bernardino County Fire Protection District
Community Wildfire Protection Plan for Devore and San Bernardino City 16 BLM 143980
30,000.00**

Subaward Contract

November 7, 2019

Ed Segura
San Bernardino County Fire Protection District
157 West 5th Street, 2nd Floor
San Bernardino, CA 92415-0451

Dear Ed Segura,

Congratulations! California Fire Safe Council ("CFSC") is excited to provide funding for San Bernardino County Fire Protection District ("Subrecipient") "Community Wildfire Protection Plan for Devore and San Bernardino City 16 BLM 143980" project. The project being funded is as described in the Subrecipient's original application for funding. This Subaward agreement and its attachments outline the grant procedures and requirements, so please read it carefully and thoroughly. This CA Wildland Urban Interface (WUI) and Community Fire Assistance grant is made possible by federal financial assistance provided to the CFSC from the United States Department of the Interior ("DOI") Bureau of Land Management ("BLM"). We appreciate your work in making California's residents and communities safe from wildfire.

The assigned number for this subgrant is 16 BLM 143980. Please use this number when contacting CFSC about the subgrant. Funding provided for this project is \$30,000, and the non-federal match that Subrecipient has agreed to provide is up to \$ 30,000.

The approved subaward period is effective October 1, 2019 through October 31, 2020. Subrecipient shall not receive funding for portions of the project completed before the start date or after the completion date of the project.

The project is funded via the WUI Community Rural Fire Assistance Program, CFDA # 15.228, under the authority of the Department of Interior and Related Agencies Appropriations Act, 2001, PL 106-291 or Federal Land Policy and Management Act, PL 94-579.

Privity of Contract: Subrecipient understands and agrees that privity of contract exists between CFSC and the Subrecipient. That is, the relationship concerning this Subaward is strictly between CFSC and the Subrecipient. Subrecipient understands and agrees that neither BLM nor the United States shall be, or are intended to be, a party to this Subaward, any contract with the Subrecipient, any solicitations, request for proposals, or disputes on the execution, interpretation or enforcement of any contract, including this Subaward, between CFSC and the Subrecipient.

Definitions

CFR – Code of Federal Regulations <https://www.govinfo.gov/help/cfr>

OMB – Office of Management and Budget <https://www.whitehouse.gov/omb/>

Recipient – An organization receiving financial assistance directly from federal awarding agencies to carry out a project or program. The CFSC is the Recipient.

Subaward – An award of financial assistance made under an award by a Recipient to an eligible Subrecipient. A Subaward is the award of funding for this project.

Subrecipient – The legal entity to which a Subaward is made and which is accountable to the Recipient for the use of funds

provided. The San Bernardino County Fire Protection District is the Subrecipient.

A. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

This is a subaward of Federal financial assistance. Subrecipient and this Subaward are subject to the OMB guidance in subparts A through F of 2 CFR Part 200.

Electronic copies of the CFRs can be obtained at: <http://ecfr.gov>. If you are unable to retrieve these regulations electronically, please contact your assigned CFSC Grant Specialist.

1. Audit Requirements

If Subrecipient expends \$750,000 or more in federal funds from all sources during Subrecipient's fiscal year, Subrecipient is required to have a single or program-specific audit conducted for that year in accordance with the provisions of subpart F of 2 CFR Part 200.

2. Written Policies

Subrecipient must have approved, written policies that include procedures demonstrating its understanding, knowledge and adherence to all federal regulations required for compliance to the terms of this Subaward agreement. Such written policies include:

- a) Accounting and Financial Management
- b) Purchasing and Procurement
- c) Personnel, if Subrecipient has employees
- d) Property Management
- e) Travel
- f) Conflict of Interest

During the pre-award phase, Subrecipient submitted a self-certification statement that it has approved written policies and procedures that comply with 2 CFR Part 200 and that it will adhere to the terms of its approved policies in performing activities under this subaward.

Subrecipient shall grant access to these written policies to CFSC upon request. Should CFSC find that the written policies fail to adhere to all appropriate and current federal regulations, grant funds will be denied and costs may be disallowed.

B. Environmental Compliance Requirements

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 ground or vegetation disturbing activities.

The following federal environmental acts are triggered by grant funding:

- Endangered Species Act (ESA)
- Migratory Bird Treaty Act (MBTA)
- National Historic Preservation Act (NHPA)
- Bald and Golden Eagle Protection Act (BGEPA) (if applicable)

Federal Environmental Compliance Process for Grants Clearinghouse Projects

CFSC has contracted with a registered professional forester (RPF) to review projects for compliance with the applicable federal environmental regulations listed above. Once this Subaward agreement is signed and returned, the RPF will advise whether the project may proceed or whether additional studies or mitigation measures are needed.

CFSC has sent the application, map(s), and supplemental environmental compliance information to the RPF for review. The RPF will contact the Subrecipient directly to obtain additional materials, maps or other information, as needed. The RPF may request a survey, record search or other pre-project examination during his review. Subrecipient is responsible for meeting these requirements and covering the costs for such work. Subrecipient shall contact CFSC immediately if the environmental compliance work will affect the approved budget.

Once the review is complete, the RPF will send the ESA, MBTA, NHPA and BGEPA (If applicable) compliance determination to CFSC. CFSC staff will forward the determination to the Subrecipient with a cover letter stating that the project has been reviewed for compliance with federal environmental regulations.

Subrecipient may not begin any ground disturbing work until notified by CFSC staff in writing. Grant payments will be denied until appropriate official documentation is provided to the CFSC by the RPF.

All environmental compliance reviews completed by the RPF for this subaward only cover relevant federal laws, not any state laws or local ordinances. It is the responsibility of the Subrecipient to ensure compliance with any relevant state laws or local ordinances.

National Environmental Policy Act (NEPA).

Because BLM did not select this project for funding, it is not subject to NEPA.

CEQA Compliance on Fuels Treatment Projects Carried Out by Non-profits

The California Environmental Quality Act (CEQA) requires "public agencies" (state or local government agencies) to consider, disclose, and mitigate the environmental effects of projects within their jurisdiction that they implement, assist, fund, or permit. (An example of such a project would be one where Cal Fire crews preform hazardous fuel reduction work on the Subrecipient's

project.) The public agency may require the Subrecipient to conduct surveys, collect information and provide documentation to meet the public agency's CEQA responsibilities. Subrecipient shall contact its nearest CAL FIRE unit or contract county fire department to determine if CEQA compliance is required. CFSC shall not be in any way responsible or obligated regarding CEQA compliance.

C. Subaward Provisions

Subrecipient agrees to comply with all applicable federal, state and local laws, regulations and policies governing the funds provided under this agreement. Any failure to comply with the provisions of this Subaward, including the provisions of the Grant Award Handbook ("Handbook"), all documentation submitted in the pre award phase and the other Attachments listed in Section H below will result in the denial of grant funds and possible termination of this Subaward.

1. Grant Award Workshop

Subrecipient shall send at least one representative to attend the Grant Award Workshop which is mandatory for all Subrecipients. The workshop will cover the requirements, expectations and procedures pertaining to this subaward. At the workshop, Subrecipient will receive the Grant Award Handbook which details the pertinent information and requirements for managing this subaward.

2. Insurance

Subrecipient is responsible for all grant funds received through CFSC and for all assets purchased with grant funds. This responsibility extends to any loss of grant funds attributable to fraud and/or misappropriation by third persons and to any expenditure not allowed by this agreement. Should any loss of grant funds or improper expenditure of grant funds occur, Subrecipient will be required to reimburse CFSC for those amounts.

In accordance with 2 CFR 200.310, Subrecipient must carry insurance coverage sufficient to protect all grant funds and other agreement assets from loss due to theft, misuse, fraud and/or negligence. Types of insurance may include, but are not limited to: general liability, errors and omissions, directors and officers, and a fidelity bond.

Subrecipient shall provide proof of appropriate insurance to CFSC prior to engaging in activities for which funding is provided by CFSC. If funds provided as part of this award are used to purchase insurance, Subrecipient shall provide proof of insurance to CFSC within 30 days of obtaining a policy. Subrecipient is responsible for sending all current insurance certificates of coverage upon annual renewal of coverage. Failure to maintain current coverage or provide the annual copy CFSC will cause denial of payment under this Subaward.

Subrecipient shall provide workers compensation insurance for all employees involved in the performance of this agreement. Workers compensation insurance for volunteers is strongly encouraged.

Contractors working on the project must carry their own insurance and furnish proof of coverage to Subrecipient.

Subrecipient must also perform all functions required by the IRS, including record keeping and the provision of Form 1099 where appropriate when using independent contractors.

Once again, this agreement is a contract between the subrecipient and the CFSC. Any questions, interpretations of regulations, or disputes arising within this Subaward and its subgrant must be resolved between the two parties, and not the federal cognizant agency.

3. Termination of grant project

This agreement may be terminated in accordance with the provisions of 2 CFR 200.338-342. The agreement may also be terminated for such reasons as nonadherence to grant terms, fraud, misuse of funds, misrepresentation, nonperformance, falsification of data, inability to perform, lack of capacity or for good cause as determined by CFSC.

4. Subawarding under this Subaward

Subrecipient is prohibited from subawarding any part of this project to another organization.

5. Record Retention and Access to Records

Subrecipient and this Subaward are subject to the requirements of 2 CFR 200.333-337 regarding retention and access requirements for records.

All Subrecipient records must be kept until CFSC staff notifies Subrecipient. Upon completion of the subaward, Subrecipient must maintain copies of all grant documentation, receipts, contracts, bid notices, time sheets, personnel time certifications, volunteer records, email, letters/memos, permits, grant application, progress reports, sub-award agreement, etc., in a safe, retrievable storage location until notified by a CFSC representative.

CFSC, BLM, their designees or the federal government have the right of timely and unrestricted access to any books, documents, papers, or other records of the Subrecipient that are pertinent to the Subaward, in order to make audits, examinations, excerpts, transcripts and copies of such documents. This right also includes timely and reasonable access to Subrecipient's personnel for the purpose of interview and discussion related to such documents. The rights of access in this paragraph are not limited to the required retention period, but shall last as long as the records are retained.

6. Grant Payments

Grant payments shall only 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.) Every effort will be made to send advance payments on a regular basis throughout the grant term; however, if CFSC does not have the funds available, payment may be delayed until CFSC receives its advance payment from the appropriate federal agency.

Subrecipient shall submit completed Payment Requests to CFSC through ZoomGrants, concurrently with submittal of the quarterly reports. Instructions on Payment Requests can be found in the Handbook and on ZoomGrants. CFSC will review Subrecipient's progress on the project, timely submission of reports (including match and expense report and supporting documentation), and Subrecipient's financial need of such payment to continue progress on the Subaward. Disbursements shall not include 100% of the grant funds in any one quarter nor shall the previous advance funds remain unspent in any one quarter. Advance funds must be used within 30 days of their receipt.

Subrecipient should understand that it will not receive funds on a predetermined schedule since CFSC does not receive funds from USFS on a predetermined schedule. Funds are received by CFSC as the USFS processes them. Subrecipient is cautioned against employing contractors without means to pay for the services, since CFSC cannot control when receipt of advance payments from USFS will occur.

7. Cost Share/Match and Program Income

Cost sharing or matching for this agreement shall be in accordance with 2 CFR 200.306. Subrecipient is expected to accumulate and report shared costs and matching contributions regularly throughout the term of the grant based on the quarterly estimates of the stipulated cost share/match required by this agreement. It is essential that the Subrecipient provide documentable cost share/match quarterly. Advance funds disbursement may be based on accumulation of cost share/match.

If Subrecipient finds that it is having difficulty obtaining the previously identified and confirmed stipulated cost share/match, it should notify the Grant Specialist immediately. If it should find that its original stipulated cost share/match is not attainable, it may be necessary to restructure the Subaward and reduce both the grant and the cost share/match amount.

Program income generated as a result of this Subaward shall be applied using the addition method as described in 2 CFR 200.307.

8. Property Standards and Equipment

Any property used or other property acquired under this agreement, including intangible property such as copyrights and patents shall be governed by the provisions of 2 CFR 200.310-316.

No equipment has been approved for purchase under this Subaward. Equipment is defined as a tangible item having a unit cost of \$5,000 or more with a life span of more than one year. Equipment purchased using federal grant funds is governed by 2 CFR 200.313.

NOTE: If Subrecipient currently owns equipment purchased under a prior CFSC grant, Subrecipient may not dispose of it without contacting CFSC first.

9. Modifications to Subaward & Extensions

Revisions to budget and/or program plans shall be made in accordance with 2 CFR 200.308. Subrecipient shall obtain prior written approval from CFSC for any changes to the scope of work plan, objectives of the approved project, key personnel, location or transfer of substantive programmatic work to another party, or budget modification. Modifications within the scope of this award shall be made only with CFSC Grant Specialist approval, by the issuance of Scope Change Form, prior to any changes being implemented.

It is the expectation of CFSC and the BLM that the Subrecipient make every effort to complete the approved project within the approved grant term. CFSC cannot honor any requests for extensions of time past the stated deadline. Any work performed or expense incurred without required prior written approval from CFSC will not be reimbursed.

10. Notification

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

11. Non-Liability

CFSC does not assume liability for any third-party claims for damages arising out of this Subaward. 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.

12. Public Notices

Recognition for projects, activities and products should be included on all products developed with grant dollars. 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 provided by a grant from the CA Wildland Urban Interface and Community Assistance Program of the Bureau of Land Management, Department of Interior, California Fire Safe Council."

"This project is being performed in cooperation with the USDI BLM, which is an equal opportunity service provider and employer."

Subrecipient is required to provide copies of notices or announcements to CFSC for review and approval prior to publication.

13. Publicity

The subrecipient shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies governmental, departmental, bureau, or government employee endorsement of a product, service, or position which the subrecipient represents. No release of information relating to this award may state or imply that the Government or CFSC approves of the subrecipient's work products, or considers the subrecipient's work product to be superior to other products or services.

All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer

"The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the California Fire Safe Council, BLM or the U.S. Government."

The subrecipient shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any federal funding:

"In accordance with Federal law and U.S. Department of Interior policy, this institution is prohibited from discrimination on the basis of race, color, natural origin, sex, age, or disability."

If the material is too small to permit the full statement to be included, the material must, at a minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

14. Endorsements

Subrecipient shall not publicize or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies governmental, departmental, bureau, or government employee endorsement of a product, service, or position which the Subrecipient represents. No release of information relating to this award may state or imply that the Government or CFSC approves of Subrecipient's work products, or considers Subrecipient's work product to be superior to other products or services.

All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer:

"The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of California Fire Safe Council, the BLM or the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by California Fire Safe Council, the BLM or the U.S. Government."

15. Use of BLM Insignia & CFSC Logo

In order for Subrecipient to use the BLM insignia on any published media, such as a webpage, printed publication or audiovisual production, permission must be granted from the BLM before use. Subrecipient must contact the Grant Specialist in advance to use the insignia in this manner.

Subrecipient must contact the Grant Specialist in advance to use California Fire Safe Council logo on published media, as indicated above.

16. Nondiscrimination Statement- Printed, Electronic, or Audiovisual Material

Subrecipient shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

"In accordance with Federal law, this institution is prohibited from discrimination on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)"

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following

statement, in print size no smaller than the text:
"This institution is an equal opportunity provider."

As with the printed notices above, please provide the Grant Specialist with a draft copy containing the above nondiscrimination statement prior to publishing or printing it.

17. Order of Precedence

Any inconsistency in this agreement will be resolved by giving precedence in the following order: (a) any national policy requirements and administrative management standards; (b) requirements of the applicable OMB Circulars and Treasury regulations; (c) 2 CFR 200; and (d) all Subaward agreement sections, documents, exhibits, and attachments.

18. Inclusion of Women-, Minority-Owned, and Small Businesses

It is a National Policy to encourage purchases with minority business firms. Efforts shall be made by Subrecipient to utilize small businesses, minority-owned firms, and women's business enterprises, whenever possible. Subrecipient shall take all of the following steps to further this goal:

- Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
- Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
- Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
- Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
- Use the services and assistance, as appropriate, of such organizations as the Small Business Development Agency in the solicitation and utilization of small business, minority-owned firms and women's business enterprises.
- It is good practice to keep good records of all attempts to use and actual use of these businesses.

19. National Policy Requirements and Administrative Management Standards

All applicable National Policy requirements and administrative management standards as set forth in the Office of Management and Budget, Financial Management Division, Directory of Policy Requirements and Administrative Standards for Federal Aid Programs are incorporated by reference.

20. Members of U.S Congress

Pursuant to 41 U.S.C. 22, no United States member of, or United States delegate to, Congress shall be admitted to any share or part of this Subaward, or benefits that may arise there from, either directly or indirectly.

21. Debarment & Suspension

Subrecipient and this Subaward are subject to the requirements of 2 CFR 180, Governmentwide Debarment and Suspension (nonprocurement), and those provisions are incorporated herein by reference. Form AD -1048 "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction" must be completed with the Pre-Award packet and submitted to CFSC before receiving any payments. If Subrecipient determines any of their key personnel, volunteers or organization has been debarred or suspended, during the term of the grant, notify CFSC staff immediately.

When appropriate during the term of the Subaward and when hiring a contractor/vendor, the Subrecipient also agrees to complete the debarment and suspension check on potential candidates and final selection.

22. Restrictions on Lobbying

Subrecipient and this Subaward are subject to the requirements of 2 CFR Part 418, New Restrictions on Lobbying, and those provisions are incorporated herein by reference.

Subrecipient shall not use any part of the Subaward payments from CFSC as part of this Subaward for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete.

23. Changes to Applicable Law

Subrecipient acknowledges that it is subject to each of the statutes, regulations, policies, and OMB circulars specifically cited and incorporated in this agreement including, but not limited to those statutes, regulations, policies, and OMB circulars cited in Sections A herein (hereinafter the "Incorporated Governing Law"). Subrecipient further acknowledges that the Incorporated Governing Law is subject to change, modification, and/or amendment during the course of this Subaward. It is specifically agreed and acknowledged by Subrecipient that this Subaward is subject to and governed by the Incorporated Governing Law and to any and all change, modification, or amendments implemented with respect to the Incorporated Governing Law prior to the expiration of this Subaward.

24. Trafficking in Persons

Subrecipient and its employees may not engage in forms of trafficking in persons, procure a commercial sex act, or use forced labor in the performance of the project during the term of the grant. If such activities occur, CFSC may unilaterally terminate this Subaward without penalty. Subrecipient is required to notify CFSC immediately of any information from a source alleging such a

violation of the above prohibitions. For more information, see 22 U.S.C. 7102, TVPA.

D. Dispute Resolution Procedures - Mediation and Arbitration

1. Mediation of Disputes. Any dispute or claim in law or equity arising out of this agreement, the Subaward or any resulting transaction including, but not limited to, any and all disputes regarding the auditing of or the use of the Subaward by the Subrecipient and any and all other disputes between the CFSC and the Subrecipient, including any and all legal, monetary, equitable, including injunctive relief (collectively referred to herein as "Disputes"), shall be subject to mediation as a condition precedent to arbitration. The parties shall endeavor to resolve any Disputes by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Commercial Arbitration and Mediation Procedures of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration, but in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. The parties shall share the mediator's fees and any filing fees equally. The mediation shall be held at a location in Sacramento, California that is mutually agreed upon by the parties and shall be a minimum of a four-hour mediation before satisfaction of mediation as a condition precedent to arbitration is satisfied. Agreements reached in mediation shall be enforceable as settlements in any court having jurisdiction thereof.

2. Arbitration of Disputes. Any dispute or claim in law or equity arising out of this agreement, the Subaward or any resulting transaction including, but not limited to, any and all disputes regarding the auditing of or the use of the Subaward by the Subrecipient and any and all other disputes between the CFSC and the Subrecipient, including any and all legal, monetary, equitable, including injunctive relief (collectively referred to herein as "Disputes"), subject to enforceability determined by the arbitrator, shall be decided by neutral binding arbitration, with an arbitrator that has at least 10 years of experience as an auditor and is familiar with generally accepted accounting principles for state and local government units and with auditing standards generally accepted in the United States of America; Government Auditing Standards issued by the Comptroller General of the United States; the Single Audit Act of 1984 as amended in July 1996 and the provisions of OMB Guidance 2 CFR part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards - Subpart F - Audit Requirements. The arbitrator shall be mutually agreed upon by the parties. The parties shall share the arbitrator's fees and any filing fees equally. The arbitrator shall conduct the arbitration in accordance with the expedited procedures provided for in the Commercial Arbitration and Mediation Procedures of the American Arbitration Association currently in effect and not by court action, except as provided by law for judicial review of Arbitration proceedings. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall not have the power to award punitive damages. In the event of a disagreement as to the selection of an arbitrator, the Judicial Mediation and Arbitration Services, Inc. office, shall select an arbitrator who meets the qualifications required in the arbitration provision above. Claims less than \$5,000.00 shall be litigated in Small Claims Court at the request of either party, however, initiation of a Small Claims Court action shall not be deemed a waiver by the other party of its right to arbitrate any counter or cross claims.

NOTICE: BY SIGNING THIS SUBAWARD AGREEMENT YOU ARE AGREEING TO HAVE ANY DISPUTE GREATER THAN \$7,500.00 ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE BUSINESS AND PROFESSIONS CODE OR OTHER APPLICABLE LAW. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION WILL BE SUBJECT TO NEUTRAL ARBITRATION.

E. Deliverables and Reports

CFSC uses an online grant management system called ZoomGrants for Subrecipient's grant reporting, document submission, payment requests and other grant related functions. This site can be found at <http://www.cafiresafecouncil.org/zoomgrantslogin/> or at www.zoomgrants.com. Subrecipient agrees to submit to CFSC all the following deliverables and reports via ZoomGrants:

1. Progress Reports according to the schedule below. Progress reports shall contain information on:

- a. A comparison of actual accomplishments to the goals established for the period. Where the output of the project can be readily expressed in numbers, a computation of the cost per unit of output may be required if that information is useful. Detailed instructions can be found in the Grant Award Handbook.
- b. Reasons for delay if established goals were not met
- c. Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs

2. Match and Expense Reports are required for every quarter according to the schedule below. Use the template titled Quarterly Match and Expense Reporting Form located in the Documents Tab. Detailed instructions can be found in the Grant Award Handbook.

3. Match and Expense Source Documentation is required for every quarter according to the schedule below. Detailed instructions can be found in the Grant Award Handbook. Source documentation includes receipts, invoices, documents and other items which validate the legitimacy of every grant expense, including those covered by matching contributions.

Subrecipients must complete the progress, match and expense reports by the due date. Reports submitted after the deadline will be considered in default of the Subaward and advance funds will be withheld. The information requested in the progress, match and expense reports is essential and must be reported to the BLM quarterly by CFSC. If this information is not reported by all Subrecipients, CFSC's advance payments will be in jeopardy.

Subrecipients must answer all questions on the progress, expense and match reports completely and correctly. Failure to do so will cause the Subrecipient's progress report to be returned as incomplete. Incomplete progress reports are cause for withholding pending advance payments until all deficiencies are corrected.

All reports are due as stipulated in the schedule below. Reporting periods are determined by the timing of the subaward.

Reporting Period Progress, Match, and Expense

Report Quarter Dates Report Due Date

1 October 1, 2019 – January 31, 2020 February 28, 2020

2 February 1 – April 30, 2020 May 31, 2020

3 May 1 – July 31, 2020 August 31, 2020

4 August 1 – October 31, 2020 November 30, 2020

F. Monitoring Visits and Desk Reviews

CFSC Grant Specialists, Business Manager and Executive Director may conduct monitoring visit(s) and/or desk reviews during the life of the grant. A monitoring visit may last one full day depending on the number and location of projects. The CFSC Grant Specialist will contact the Subrecipient to schedule the visit and to inform them of the items to be reviewed.

Subrecipients are expected to cooperate in a timely manner with CFSC staff when contacted for scheduling of a monitoring visit and/or desk review, and any requests for documentation. Failure to comply will be cause for withholding advance payments. Funds can be suspended until the monitoring visit and/or the desk review is completed and all deficiencies are corrected.

Some items that must be available for review during a monitoring view and desk review include:

- a) Grant fund accounting
- b) Salary expense documentation
- c) Match and Expense Documentation
- d) Other source documentation for project expenses
- e) Written Organizational Policies
- f) Audits (if conducted)

Desk reviews may be conducted by the Grant Specialist and/or other CFSC staff to review one or more quarters' Expense and Match reports and source documentation. Subrecipient should always keep its records up to date and in good order to be ready to respond if selected to participate in this review process. A good rule to follow is to always be "audit ready".

G. Grant Closeout

Within 60 days of project completion, Subrecipient agrees to upload the following documents to your grant account on ZoomGrants:

- 1) Final Progress Report
- 2) Final Quarter Match and Expense Reports and Source Documentation
- 3) Closeout report (available in the documents section of your ZoomGrants account)
- 4) Education/outreach products (brochures, flyers, news articles, etc.) developed under the Subaward
- 5) Documentation regarding disposition of property, if applicable

Failure to comply with all closeout procedures by the deadline date will be considered noncompliance with the terms of the Subaward. Such noncompliance may be considered in the evaluation of organizational capacity for future Subawards. Grant closeout procedures may be modified during the grant term. Subrecipient will be notified in writing at least 90 days in advance of such change.

Items to be sent to CFSC McClellan Office:

- a) Confidential Closeout survey sent to Executive Director
- b) A check made payable to California Fire Safe Council for any unused grant funds.
- c) A check made payable to California Fire Safe Council for interest earned in excess of \$500.

H. How to accept and submit this Subaward Agreement to the California Fire Safe Council:

1. Read the entire subaward letter carefully. Only authorized representatives may sign the subaward contract. Authorized

representatives are listed in your Pre-Award Report form.

2. Download and print a copy of the ACH Payment Authorization Form. Complete and upload the form back to the same section in the Subaward letter.

3. Provide a digital signature next to the ACH Payment Authorization Form in the Documents Section. (Faulty or inaccurate information will delay payments. Notify CFSC of any bank information changes as soon as they occur.)

4. Finally, when all documents have been completed, provide an e-signature and date at the bottom of the page in the Signature Section. Again, the Project Contact and Senior Organizational Manager must both sign this section. If a fiscal sponsor is present, they can sign in the Senior Organizational Manager section. If no Fiscal Sponsor exists, write "N/A" in the Fiscal Sponsor signature section, as the form requires an entry to in that section to be valid.

If CFSC does not receive the digitally signed copy of the agreement within thirty (30) days of receipt of this letter, the CFSC may cancel its offer of a Subaward to Subrecipient organization and redirect these grant funds to another worthwhile project. If Subrecipient anticipates any difficulty in meeting this condition, please contact the Grant Specialist immediately to discuss the situation.

I. Attachments to the Subaward

1. ACH Payment Authorization Form and Estimated Match and Expense Schedule

Best wishes for success for your project!

SIGNATURE PAGE

/s/ Ruben Grijalva Date: 11/7/2019
Chairman for California Fire Safe Council, Inc.

Documents

**San Bernardino County Fire
Protection District**

California Fire Safe Council

[ACH Grant Payment Authorization](#)

[16BLM143980 Subaward Contract](#)

Signatures

**San Bernardino County Fire
Protection District**

California Fire Safe Council

Full Name and Title of Project Contact
Not signed yet.

Not signed yet.

Full Name and Title of Senior Organization
Manager (e.g. Chair, CEO, President) and/or
Full Name and Title of Fiscal Sponsor
Not signed yet.