

April 12, 2024

Cybelle Immitt
County of Humboldt
1106 Second St.
Eureka, CA 95501



Dear Cybelle,

Congratulations! The California Fire Safe Council (“CFSC”) is pleased to provide funding for County of Humboldt’s “Humboldt County Coordination Team: Round 2” project, (the “Project”). The County of Humboldt, hereinafter referred to as the “Subrecipient,” enters into this Subaward Agreement (the “Agreement”) on the date of the last signature on this Agreement below, following the terms and conditions set forth herein.

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

The assigned number for this subaward is 22 CALFIRE 465699 (Please refer to this number when contacting CFSC about this subaward). Total funding provided for this Project shall not exceed \$150,000. Subrecipient shall assume any obligation to furnish any additional funds that may be necessary to complete the Project including, but not limited to, matching funds identified in Subrecipient’s Project budget if applicable.

SECTION 1: PURPOSE

The objective of this Grant Program is to educate, encourage, and develop county-wide collaboration and coordination among various wildfire mitigation groups. The program provides counties with funding to hire a County Coordinator, whose roles are to 1) build a census of all active wildfire mitigation groups in their county, 2) analyze gaps in county-wide wildfire resiliency and emergency preparedness and develop recommendations to fill these gaps, and 3) develop mechanisms to improve outreach and coordination efforts.

SECTION 2: TERM OF SUBAWARD

The term of this Agreement is from April 15, 2024 through December 31, 2024 and shall terminate upon CFSC determination that the Project subject to this Agreement is complete (the “Term”). Work shall not commence prior to the execution of this Agreement by both parties. An agreement is considered fully executed upon signature and approval by an authorized representative of both

parties to this Agreement. Subrecipient shall not receive funding for portions of the Project completed outside of the Term. Subrecipient agrees to comply with all applicable federal, state, and local laws governing the funds provided under this Agreement; in addition, Subrecipient will follow customary accounting principles consistently applied and their organization's written policies and procedures related to financial and program management.

In addition to the terms and conditions of this Agreement, the Subrecipient agrees that the terms and conditions contained in the documents set forth below are hereby incorporated, unless otherwise not required, and made part of this agreement:

1. California Climate Investments Department of Forestry and Fire Protection Direct Award Procedural Guide February 2022 (available in the Library Tab of your ZoomGrants account)
2. The approved Application, Project Budget, Deliverables and Attachments
3. The 2022 WF County Coordinator Program-Northern Handbook (commonly referred to as the "Award Handbook", available in the Library Tab of your ZoomGrants account)
4. Subrecipient's Organization By-Laws (if applicable)
5. Subrecipient's Fiscal Sponsor Agreement Letter (if applicable)
6. Board of Directors or Board of Supervisors/City Council Roster with Contact Information
7. Certificate of Insurance and all other applicable Insurance Requirements, as requested
8. Project Vicinity Map(s) identifying project boundaries, if applicable
9. Examinations from all relevant governmental agencies applicable to the project, as requested
10. IRS Tax Exemption Documents (If applicable)
11. Letters of Commitment (if applicable)
12. Resolution of Subrecipient Authorizing Grant Application (if applicable)

SECTION 3: PRIVACY 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 Cal Fire or any of its affiliates, the State of California, 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.

SECTION 4: SCOPE OF WORK

The scope of work to be undertaken by Subrecipient is as follows: Humboldt County Coordination Team: Round 2 (the "Project".) The Project shall be completed in accordance with the proposed scope of work delineated on the Workplan of Subrecipient's application, a copy of which is in ZoomGrants and its terms are incorporated to this contract by reference.

SECTION 5: REPORTS

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

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

Quarterly reports are due:

- July 31, 2024 (for the reporting period April 15, 2024 – June 30, 2024)
- October 31, 2024 (for the reporting period July 1, 2024 – September 30, 2024)
- January 31, 2024 (for the reporting period October 1, 2024 – December 31, 2024)
- Final quarterly progress report AND grant closeout report: January 31, 2025 (for the reporting period April 15, 2024 – December 31, 2024)

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

By January 31, 2025, at 5 p.m., Subrecipient agrees to submit a final report, including all required documents, through ZoomGrants.

The final report should include:

1. A final Closeout Report Narrative.
2. A final Budget Report on total actual costs for the entire term of this agreement (see Section 2).
3. A final Budget Report on total matching funds, if applicable, for the entire term of this agreement (see Section 2).
4. A final success story of the project.
5. Confidential Program Evaluation Form.
6. One (1) digital version of products developed using grant funds over the entirety of the Project, such as publications, flyers, communications and/or educational materials, best practice guides, newspaper clippings and other materials.
7. Photos: high resolution digital photos showing the project's outcomes and events.
8. GIS Project data files, which may include projects maps, list of mitigation groups and other items to be determined.

Any funds provided by CFSC and held by the Subrecipient and not expended at the end of the Term will be returned to CFSC no later than January 31, 2025.

Failure to comply with all reporting and closeout procedures by the deadlines will be considered noncompliance with the terms of the Agreement. Such noncompliance may result in increased performance monitoring, disallowance of costs, ineligibility for future funding, or be considered in the evaluation of organizational capacity for future Subawards.

SECTION 6: PAYMENTS

Payments to Subrecipient shall be in the form of electronic direct deposit through ACH processing to Subrecipient's bank account. ACH processing is a safe form of a bank wire from CFSC's bank to Subrecipient's bank. Payments for work conducted under this Agreement may be made on an advance or reimbursement basis and are contingent upon the receipt by CFSC of sufficient funds from CAL FIRE pursuant to the Master Award. Payments shall be made upon receipt and approval of a Payment Request Form and a financial report detailing current charges and total-to-date charges by major budget cost categories (e.g., salaries, benefits, supplies, etc.) with appropriate supporting source documentation of all expenses incurred (See Award Handbook for examples of acceptable supporting documentation). After the initial payment, additional payment requests may take up to 90 days after Subrecipient's request to CFSC. CFSC is not liable for any damages or expenses incurred due to delay in payment for any cause whatsoever.

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

Subrecipient may submit payment requests per a grant schedule determined by the Grant Specialist with the necessary supporting documentation (See Award Handbook). CFSC reserves the right to deny any request for new payment.

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

- A summary sheet or copy of general ledger showing each budget category
- Detailed transaction ledgers by each budget category and/or payroll ledgers
- All source documentation to support expenses incurred (See Award Handbook)

The Subrecipient shall maintain an accounting system that follows Custom accounting principles consistently applied. The accounting system must accurately reflect fiscal transactions, using the necessary controls and safeguards. This system shall provide an adequate audit trail, including original source documents, such as receipts, progress payments, invoices, purchase orders, timecards, canceled checks, etc. Please redact account numbers and personal identifying information before submitting payment requests. The system shall also provide accounting data so the total cost of each individual project can be readily determined. CFSC may request additional records and documentation at any time.

Subrecipient is required to keep source documents for all Project expenditures for at least three (3) years after the closing date of the Project and one year following an audit, whichever date is later, unless the Grantee has a longer retention policy.

Advance payments must be deposited into an interest-bearing account. Any interest earned on advance payment funds must be accounted for and used toward offsetting the project cost or returned to CFSC.

Avoid audit exceptions— keep accurate records. In the event of an audit, a finding of inaccurate records is grounds to terminate this Subaward Agreement.

CFSC reserves the right to cancel or stop payments, disallow costs, or increase performance monitoring measures if there are compliance or programmatic issues, which may be considered in the evaluation of future subaward applications.

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

Additionally, Subrecipient must submit a report in the same fashion and format as the Quarterly Reports in Section 5 of this Agreement, specifically detailing the status of the Project as defined in Section 4 of this Agreement. CFSC reserves the right to deny requests for payments or apply special conditions for payment should Subrecipient fail to adhere to the Project Schedule in Section 4.

SECTION 7: QUARTERLY MEETING REQUIREMENTS

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

- Number of outreach/educational events attended (in person and virtual)
- Number of trainings/educational events hosted (in person and virtual)
- Number of community plans developed (CWPP or similar)
- Number of acres treated (if applicable)
- Number of wildfire mitigation groups engaged with
- Number of community members engaged with
- Number of original materials created (brochures, web pages, education packets, etc.)
- Number of grant applications submitted to federal, state, or private funders
- Number of zip codes engaged with

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

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

SECTION 8: TITLE TO AND USE OF EQUIPMENT AND SUPPLIES

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

Equipment is an item of \$5,000 or more per unit cost and has a tangible useful life of more than one year. Equipment is not to exceed \$250,000.

Purchase of equipment using grant funds is allowable only with prior approval by CFSC and only when authorized by the funding source (CAL FIRE). A cost-benefit analysis to justify the cost of purchasing equipment versus leasing must be provided in the budget narrative or uploaded as an Other Document in the Documents tab in ZoomGrants. Procurement of equipment must be done on a competitive basis and include documentation of price analysis.

Equipment purchased using grant funds, wholly or in part, must be used by the Subrecipient for the project which it was acquired. CFSC retains a vested interest in the equipment for the useful life of the equipment, even after completion of the grant.

After the completion of the Project any equipment purchased with grant funds shall be disposed as described in the Project. If the Project description does not provide for the disposition of equipment, Subrecipient shall submit to CFSC (Upload as an Other Document in the Documents tab in ZoomGrants) a disposition plan for CFSC's approval. The disposition plan shall include the proposed use and maintenance plan for the useful life of the equipment and the ultimate disposition of the equipment. CFSC may demand the transfer of the equipment to CFSC or a CFSC designee. If Subrecipient fails to complete the Project for any reason whatsoever, the equipment and title to the equipment shall be transferred to CFSC upon CFSC's demand. Equipment shall not be used as collateral or other means.

SECTION 9: TITLE TO AND USE OF WORK PRODUCTS AND DATA

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

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

SECTION 10: PERMITS/ENVIRONMENTAL COMPLIANCE

Subrecipient shall ensure that the Project is in compliance with all applicable environmental and cultural resource laws –federal, state, and local – prior to beginning any activities, including but not limited to, ground- or vegetation-disturbing activities.

Subrecipient shall comply with the California Environmental Quality Act (CEQA) (Public Resources Code, Section 21000, et. seq. Title 14, California Code of Regulations, Section 15000 et. seq.) and all other local, State, and federal environmental and cultural resource laws prior to beginning any activities, including but not limited to, ground- or vegetation-disturbing activities. A copy of the certified CEQA document must be provided to CFSC, when applicable, before any grant funds are made available for any Project activity that could directly impact the environment (e.g. cutting, piling or burning bush, masticating, dozer work, etc.). CEQA compliance shall be completed within one (1) year from start date of the Agreement. The start date is considered the date the last party signs the Agreement. Grant funds will be made available in advance of CEQA compliance for project activities that do not have the potential to cause a direct environmental impact (e.g. project planning, locating and marking property or project boundaries, contacting and signing up landowners, etc.).

Please see Section 24 “Special Conditions” for any grant-specific conditions or restrictions. Please contact your CFSC Grant Specialist if ground disturbing activities are scheduled to occur, prior to activities beginning, and/or if you experience any delays receiving necessary permits.

SECTION 11: SUBAWARDS

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

SECTION 12: RECORD RETENTION

Subrecipient is required to keep source documents for all Project expenditures for at least three (3) years after the closing date of the Project and one year following an audit, whichever date is later, unless the Grantee has a longer retention policy.

Upon completion of the Agreement, Subrecipient must maintain copies of all grant documentation, receipts, contractors, bid notices, time sheets, personnel time, etc., in a safe, retrievable storage location. Such documentation shall be made available to CFSC upon request by CFSC or CAL FIRE.

SECTION 13: SITE VISITS

CFSC staff will conduct a minimum of one monitoring site visit/desk review and may schedule additional visits during the Term of the Agreement, to review program compliance, capacity and performance, and to ensure the work conducted is in accordance with the approved Scope of Work. The CFSC Grant Specialist will contact the Subrecipient to schedule the visit(s) and inform the Subrecipient of any items to be reviewed. Some items that may be viewed during a site visit include:

- Source documentation
- Financials records
- Physical assets
- Written policies and procedures
- Audit compliance records
- Internal controls
- Field work in progress or completed

Subrecipient will be notified when CFSC, or CAL FIRE staff, would like to conduct a site visit during the Term.

SECTION 14: LOGO & PUBLIC NOTICES

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

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

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

Recognition for projects, activities and products MUST be included on all products developed with funds provided through this Agreement. Subrecipient is encouraged to give public notice of the receipt of this award and, from time to time, to announce the progress and accomplishments. All projects must clearly display program acknowledgement. The acknowledgement must contain the California Climate Investments and CAL FIRE logos as well as the following statement: "Funding for this project was provided by a grant from the California Department of Forestry and Fire Protection as part of the California Climate Investments Program, through the California Fire Safe Council."

Items such as press releases or other public notices shall include a statement as follows: "Community Wildfire Preparedness Project, is part of California Climate Investments, a statewide program that puts billions of Cap-and-Trade dollars to work reducing GHG emissions, strengthening the economy, and improving public health and the environment- particularly in disadvantaged communities. The Cap-and-Trade program also creates a financial incentive for industries to invest in clean technologies and develop innovative ways to reduce pollution. California Climate Investments projects include affordable housing, renewable energy, public transportation, zero-emission vehicles, environmental restoration, more sustainable agriculture, recycling, and much more. At least 35 percent of these investments are located within and benefiting residents of disadvantaged communities, low-income communities, and low-income households across California. For more information, visit the California Climate Investment website at: www.caclimateinvestments.ca.gov."

SECTION 15: MODIFICATIONS

Program modifications require prior written approval from the CFSC Grant Specialist. The dollar amount of a budget expense category may be increased or decreased by up to ten percent (10%) of the total grant amount through reallocation of funds from another expense category(ies) without approval by the CSFC; however, Subrecipient shall notify the CFSC in writing in project progress reports when any such reallocation is made and shall identify both the expense category(ies) being increased and those being decreased. Prior written approval from the CFSC is required when the cumulative total of budget reallocations exceeds more than ten percent (10%) of the total grant amount. Any increase or decrease of an expense category of more than ten percent (10%) of the total grant amount must be approved in writing by the CFSC before any such increase or decrease is made. It is the expectation of CFSC and CAL FIRE that the Subrecipient make every effort to complete the approved Project within the approved Term. CFSC cannot honor any requests for extensions of time past the stated deadline of December 31, 2024; you will be notified if extensions become available along with instructions on how to request an extension.

SECTION 16: NOTIFICATION

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

SECTION 17: INSURANCE

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

SECTION 18: NON-LIABILITY

CFSC does not assume liability for any third-party claims for damages arising out of this Agreement. Each party agrees that it will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other party and the results thereof. Each party, therefore, agrees, to the extent authorized by applicable laws that it will assume all risks and liability to itself, its agents or employees, for any injury to persons or property resulting from any operations of its agents or

employees under this agreement, and for any loss, cost, damage, or expense resulting at any time from any and all clauses due to any acts, or negligence, or the failure to exercise proper precautions of or by itself or its own agents to this agreement. Subrecipient agrees to carry appropriate liability insurance (e.g., general liability, directors and officers, errors, and omissions, etc.) to safeguard funds and assets acquired through this Agreement.

SECTION 19: REMEDIES FOR NONCOMPLIANCE

If subrecipient fails to comply with terms and conditions of the Agreement, CFSC may impose additional conditions. If CFSC determines that noncompliance cannot be remedied through imposing additional conditions, CFSC may take one or more of the following actions as appropriate in the circumstances:

- 1) Temporarily withhold cash payments pending correction of the deficiency or more severe enforcement action by CFSC.
- 2) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the costs of the activity or action not in compliance.
- 3) Wholly or partly suspend or terminate this Agreement.
- 4) Initiate suspension or debarment proceedings.
- 5) Withhold further awards for the project or program.
- 6) Take other remedies that may be legally available.

SECTION 20: PROJECT TERMINATION

This Agreement may be terminated by the California Fire Safe Council or Subrecipient upon 30-days written notice to the other party.

If either party terminates the Agreement prior to the completion of the Project, Subrecipient shall take all reasonable measures to prevent further costs to the Project under the Agreement and the CFSC shall be responsible for any reasonable and non-cancelable obligations incurred by Subrecipient in the performance of this Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.

Failure by Subrecipient to comply with the terms of this Agreement may be cause for suspension of all obligations of the CFSC hereunder at the discretion of the CFSC.

Failure of Subrecipient to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of the CFSC hereunder if in the judgement of the CFSC such failure was due to no fault of Subrecipient. At the discretion of the CFSC, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.

Final payment to Subrecipient may not be made until the CFSC determines the Project conforms substantially to this Agreement.

If Subrecipient terminates the Project pursuant to this Section 20, Subrecipient shall return all unused monies awarded pursuant to this Agreement within 30 days to CFSC.

SECTION 21: NON-DISCRIMINATION

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

SECTION 22: CONFLICT OF INTEREST

Subrecipient must establish a conflict of interest policy. Subrecipient or anyone acting on behalf of Subrecipient shall not have any conflicting personal and/or financial interests in carrying out the duties of this Agreement. Subrecipient must disclose in writing any potential or perceived conflict of interest to CFSC Grant Specialist in a timely manner.

SECTION 23: MANDATORY DISCLOSURES

Subrecipient must disclose, in a timely manner, in writing to the CFSC Grant Specialist all violations of Federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. Failures to make required disclosures can result in CFSC taking action for remedies of noncompliance up to and including termination of the award.

SECTION 24: SPECIAL CONDITIONS

No ground disturbing activities or equipment purchases are permitted under this Subaward agreement. Equipment is an item of \$5,000 or more per unit cost and has a tangible useful life of more than one year.

SECTION 25: DISPUTE RESOLUTION PROCEDURES

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.

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. If the parties cannot agree on an arbitrator, the parties shall alternately strike names from a list provided by the American Arbitration Association until only one name remains. 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 \$10,000.00 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 AGREEMENT YOU ARE AGREEING TO HAVE ANY DISPUTE GREATER THAN \$10,000.00 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.

SECTION 26: AUTHORITY AND ACCEPTANCE

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

SECTION 27: CONTACTS

Subrecipient Contact

Cybelle Immitt
cimmitt@co.humboldt.ca.us
707-267-9542

CFSC Grant Specialist Contact

Julia Marsili
jmarsili@cafiresafecouncil.org
279-599-2162

SECTION 28: SIGNATURES

County of Humboldt

Signature	Date
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Full Name	Title
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California Fire Safe Council

Jacy Hyde, Ph.D., Executive Director	Date
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FOR CFSC USE

Reviewed and approved:

Julia Marsili

Interim Clearinghouse Manager

Name

Date

Jessica Martinez

Program Director

Name

Date