



CALIFORNIA
FireSafe
COUNCIL

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FireSafe Corona
FireSafe Corona: Foundations for Success 22 SCE 423356
20,000.00

Subaward

March 2, 2023

Brian Young

Corona Fire Department

735 Public Safety Way

Corona, CA 92878

Dear Brian Young,

Congratulations! The California Fire Safe Council (“CFSC”) is pleased to provide funding for Corona Fire Department’s “FireSafe Corona: Foundations for Success” project, (the “Project”). The Corona Fire Department, 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 from Edison International, parent company of Southern California Edison (SCE) program through California Fire Safe Council (CFSC). The project being funded is as described in the Subrecipients’ original application for funding. This Agreement outlines the subaward’s procedures and requirements.

The assigned number for this grant is 22 SCE 423356. (Please refer to this number when contacting CFSC about this subgrant). Total funding provided for this Project shall not exceed \$20,000.00. Subrecipient shall assume any obligation to furnish any additional funds that may be necessary to complete the project.

SECTION 1 TERM OF SUBAWARD

The term of this Agreement is from February 1, 2023 – June 30, 2023. 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 the California Fire Safe Council. Activities dated back to February 1 are allowable under the terms. Subrecipient shall not receive funding for portions of the Project completed outside of the Term. Subrecipient agrees to comply with all applicable state and local laws governing the funds provided under this Agreement; in addition, Subrecipient will follow generally accepted accounting principles 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 and made part of this agreement.

1. The Award Handbook
2. The submitted Application, Project Budget, Deliverables and Attachments

SECTION 2 PURPOSE

CFSC is pleased to offer funding for new and emerging Fire Safe Councils seeking capacity building support in the Southern California Edison Service area. The objective of this project is to provide general operating support to select Fire Safe Councils in continued support of assisting our partners in successfully implementing wildfire risk reduction projects in at-risk communities in select counties across California.

As a new and emerging Fire Safe Council, the one-time award funds will assist in the establishment of your organization- such as board development, initial filings and more.

To follow the objective of this program stated above, any hazardous fuels treatment or removal will not be an allowable activity with the award funds.

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 Edison International 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 REPORTS & NEEDS ASSESMENT

Final Report

Subrecipient shall use CFSC's ZoomGrants reporting system, <https://Zoomgrants.com> 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 grant portal.

Subrecipient shall submit final financial and programmatic report(s) using the forms provided in ZoomGrants grant portal. Due to the condensed timeline, Subrecipients will only complete a virtual check-in during May 2023 with the Regional Coordinators and a Grant Specialist and submit a final report in July.

By 5 p.m. PST, on July 31, 2023, Subrecipient agrees to submit the final report, including all required documents, through CFSC's ZoomGrants grant portal. The Final Report will be found under the "Final Report" tab.

The final report should include:

- | A final programmatic and financial narrative
- | A follow-up capacity survey
- | A final success story of the project
- | Confidential Program Evaluation Form
- | Information about the demographics and number of beneficiaries contacted
- | A final Budget Report on Actual Costs
- | One (1) digital version of products, publications, flyers, communications and/or educational materials, best practice guides, newspaper clippings and other materials developed using grant funds over the entirety of the Project.
- | Photos: High Resolution digital photos showing the project's outcomes and events.

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 be considered in the evaluation of organizational capacity for future subawards.

SECTION 5 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 basis. Payments shall be made upon receipt and approval of a Payment Request Form.

Subrecipient may submit advance payment request of 90% of funds, or up to \$18,000. The final payment will be released once

the May 2023 check-in call is completed.

To submit a payment request, the Subrecipient must submit the request in ZoomGrants.

The Subrecipient shall maintain an accounting system that follows Generally Accepted Accounting Principles. 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. The system shall also provide accounting data so the total cost of each individual project can be readily determined. CFSC may request records and documentation at any time. These records shall be retained by the Subrecipient for a period of three years after the closing date of the Project, or one year after final disposition of any disputed audit findings, whichever occurs later unless it is the Subrecipient's policy to retain records for a longer duration.

Avoid audit exceptions – keep accurate records.

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

CFSC reserves the right to cancel or stop payments if there are serious compliance or programmatic issues.

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

SECTION 6 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.

SECTION 7 TITLE TO AND USE OF WORKPRODUCTS AND DATA

Title to any and all materials developed with funds from this Agreement vests in the Subrecipient. Notwithstanding the foregoing, Subrecipient 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 for CFSC educational or promotional purposes. CFSC will always attempt to do this with Subrecipient's notification and/or consent.

SECTION 8 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. Projects were selected based on the Subrecipient's assurance that environmental and cultural permits were either not necessary or are already in place.

To follow the objective of this program, any hazardous fuels treatment or removal will not be an allowable activity with the award funds.

SECTION 9 SUBAWARDS

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

SECTION 10 RECORD RETENTION

All Subrecipient records must be kept for three years after the closing date of the project. 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 to CFSC upon request.

SECTION 11 SITE VISITS

CFSC staff may conduct monitoring visit(s) during the life of the grant. CFSC Grant Specialist will contact the Subrecipient to schedule the visit and inform the Subrecipient of any items to be reviewed.

Subrecipient may be notified that CFSC or would like to conduct a visit during the project performance period. This will always be done in coordination with Subrecipient.

SECTION 12 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 Edison International trademarks or service marks without their prior written consent, which may be requested through your Grant Specialist.

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

Recognition for projects, activities and products should be included on all products developed with grant funds. 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 Edison International, parent company of Southern California Edison through the California Fire Safe Council."

SECTION 13 MODIFICATIONS

Due to condensed project timeline, modifications to subaward and/or extensions are not permitted on this special project. It is the expectation of CFSC 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 June 30, 2023.

SECTION 14 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.

SECTION 15 INSURANCE

It is recommended the 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. If applicable, 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 16 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 17 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.

SECTION 18 NONDISCRIMINATION

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 19 CONFLICT OF INTEREST

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.

SECTION 20 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 21 CONTACTS

SUBRECIPIENT CONTACT

Brian Young

brian.young@coronaca.gov

9517362220

CFSC GRANTS SPECIALIST CONTACT

Morgan Galliano- Senior Grant Specialist

lgalliano@cafiresafecouncil.org

(530) 919-0898

Best wishes for success on the project!

_/s/, Bob Roper, Chairman for California Fire Safe Council, Inc

Signatures

FireSafe Corona

California Fire Safe Council

Brian Young

3/2/2023 3:57:11 PM

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