



FY 20-21 Community Power Resiliency Project Application

APPLICATIONS DUE TO THE OFFICE OF EMERGENCY SERVICES BY January 10, 2021

Project Title:

Physical Location/
Geographic Area

Resiliency Area: Food Storage Reserve

**Submit All Application Documents
via email to:**

rsandbloom@co.shasta.ca.us

Project Summary Description (attach a project narrative with proposed specific outcomes and supporting documentation):

PROJECT BUDGET	QTY	Item/Description	Cost (incl taxes)	Extended
			Total	

If detailed project budget is attached please enter total project cost on line 1 with 'QTY' of 1

Project Goals/Outcomes:

Non-Profit/Local Food Bank Submitting Application:

Signature: _____ Date: _____

PROJECTS MAY REQUIRE COORDINATION WITH PLANNING DEPARTMENT FOR CEQA COMPLIANCE

Date Received:

Date Received:

Applicants must ensure they and their principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for state or federal funding in order to apply.

Any award issued under this grant program must be utilized to support food storage reserve. Eligible activities are limited to:

- Equipment-
Funds may be used for the procurement of:
 - Generators and generator connections for essential facilities, with an emphasis on clean energy and green solutions where possible or other alternative backup power sources;
 - Generator fuel and fuel storage;
 - Redundant emergency communications (e.g., battery-powered radios);
 - Portable vehicle-mounted charging stations;

- Plans-
Funds may be used for the development/update of:
 - Continuity plans;
 - Contingency plans for electrical disruptions that include considerations such as protecting individuals with access and functional needs, medical baseline and socially vulnerable populations, transportation, emergency public information, and preservation of essential functions;
 - Risk assessments for critical infrastructure and lifelines;
 - Post-event reports that identify lessons learned and corrective actions.
- Public education materials or supplies focused on individual family preparedness for electric disruptions.
- One-time costs associated with identifying and equipping resource centers for the public to access during electrical disruptions.

The following activities are **not allowed**:

- These funds shall not be used to secure, compensate, or backfill professional services contracts.
- Response costs associated with electric disruption events including any staffing or new positions, Emergency Operations Center staffing, security, law or fire response, or other overtime charges.

The total aggregate amount available for award to all approved applicants under this program is \$99,030. The total number of awards will be dependent on the number of eligible projects received and the total number of eligible projects chosen for funding. Projects must support food storage reserve in relation to community power resiliency. Submission of an application is not a guarantee of any funding. Projects should comprise activities that are able to be completed by March 31, 2022 which is the end of the performance period. County may, in its sole discretion, offer a reduced project award in which case applicant may propose a commensurate reduction to the project to better fit offered funding, provided applicant will still complete the project within the performance period. Applicants will be required to sign a grant/contract agreement for receipt of funds, a sample of which is attached.

If proposed projects meet the definition of a "project" in Public Resources Code 21065, the project will require coordination with the applicant's city or county planning agency to ensure the project is in compliance with the California Environmental Quality Act (CEQA) Public Resource Code, Section 2100 et seq. Applicants awarded funding and executing a grant agreement must procure goods and services in compliance with applicable state and local laws, ordinances, rules, regulations, and policies.

**COUNTY OF SHASTA
COMMUNITY POWER RESILIENCY GRANT AGREEMENT
WITH
(ORGANIZATION)
FOR A
COMMUNITY POWER RESILIENCY PROJECT
SUPPORTING FOOD STORAGE RESERVES IN SHASTA COUNTY.**

(Organization)

Grant Amount: \$x,xxx

THIS AGREEMENT is by and between the County of Shasta a political subdivision of the State of California, (“County”) and (Organization), a _____ in the State of California. (“Organization”).

RECITALS:

A. The State of California Fiscal Year 2020-21 Community Power Resiliency (CPR) Allocation provides that at least fifty percent of the Shasta County CPR grant award must be utilized to support specific resiliency areas; one of which is food storage reserve.

B. Organization will [what will they do] to augment food storage reserve in Shasta County. The total project cost is estimated to be \$ x,000.00.

Therefore, the parties agree as follows:

1. Grant. County agrees to grant Organization the sum of \$ x,000.00 from the Shasta County Allocation of the FY2020-21 CPR to be expended by March 31, 2022.

2. Use of Funds. Organization shall use Grant funds exclusively for a Community Power Resiliency project to support food storage reserve, as submitted to County by Organization and attached as Exhibit A of this agreement. Should the final total cost of Organization’s project be less than the grant dollar amount requested, Organization shall utilize the unspent funds on grant eligible costs for food storage reserves to increase community power resiliency.

a. Organization shall provide a notice of completion of the project to the Shasta County Office of Emergency Services 15 days after completion of the project or end term of the agreement whichever is sooner.

3. Term of Agreement. The term of this Agreement shall commence on the date of signing by all parties of this Agreement and shall end upon the filing of a notice of completion for the project or March 31, 2022, whichever is earlier

4. Termination of Agreement. At any time prior to expiration of the term of this Agreement, County shall have the right to terminate this Agreement effective immediately upon the County giving written notice thereof to Organization and to demand return to the County of all funds granted to the Organization under this Agreement, if any of the following occurs:

a. Organization fails to perform its responsibilities under this Agreement or fails to comply with any and/or all of the terms and conditions in this Agreement as determined by County;

- b. Organization fails to complete the Project.

Organization shall return such funds within 30 days of County's written demand for return of the funds.

5. Publicity. Publicity generated by Organization for the project shall make reference to the contribution of State of California Fiscal Year 2020-21 Community Power Resilience funds passed through the County of Shasta.

6. Non-Discrimination. Organization agrees to comply with applicable laws prohibiting discrimination in employment or in the provision of services because of race, color, religion, national origin, age, sex, sexual orientation, mental or physical disability, or any additional classification or status protected by law.

7. Indemnity and Insurance. To the extent permitted by law, Organization agrees to accept all responsibility for loss or damage to any person or entity, including but not limited to County, and to defend, indemnify, hold harmless, reimburse and release County, its elected officials, agents, officers, attorneys, employees, volunteers, boards and commissions, from and against any and all actions, claims, damages, disabilities, liabilities and expenses, including but not limited to attorney's fees and the cost of litigation incurred in the defense of claims as to which this indemnity applies or incurred in an action by County to enforce the indemnity provisions herein, whether arising from personal injury, property damage or economic loss of any type, that may be asserted by any person or entity, including Organization, arising out of or in connection with the performance of Organization hereunder, whether or not there is concurrent negligence on the part of County, but, to the extent required by law, excluding liability due to the sole negligence of or due to the willful misconduct of County. If there is a possible obligation to indemnify, Organization's duty to defend exists regardless of whether it is ultimately determined that there is not a duty to indemnify. County shall have the right to select its own legal counsel at the expense of Organization, subject to Organization's approval, which approval shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Organization or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.

As part of this Grant Agreement, Organization agrees to defend, indemnify, release and hold harmless County, its elected officials, agents, officers, attorneys, employees, volunteers, boards and commissions from any claim, action or proceeding brought against any of the foregoing individuals or entities, the purpose of which is to attack, set aside, void, or annul the approval of this Agreement. This indemnification shall include but not be limited to, damages, costs, expenses, attorney's fees or expert witness fees that may be asserted by any person or entity, including Organization, arising out of or in conjunction with the approval of this Agreement, whether or not there is concurrent passive or active negligence on the part of County. If, for any reason any portion of this indemnification provision is held to be void or unenforceable by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect.

As County is merely a grantor of funds to Organization, the provisions of this section are intended to be construed as broadly as permitted under California law and are intended to relieve County of any liability associated with construction of the Project.

Without limiting Organization's duties of defense and indemnification, Organization shall maintain insurance or cause to be maintained the following insurance coverage at its sole cost and expense to insure it against any claim or claims arising under the Grant Agreement: (1) a policy of Commercial General Liability with limits of liability of not less than \$1 million per occurrence; (2) a policy of Workers' Compensation providing statutory coverage; and (3) Organization shall require subcontractors to furnish satisfactory proof to County that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of Organization pursuant to this Grant agreement.

8. Compliance with Laws Organization agrees to comply with all applicable laws and regulations affecting the Agreement and agrees to provide reasonable documentation of such compliance promptly upon County's request.

9. Right to Audit and Inspect. Organization understands and agrees to permit County the right to audit and inspect all records, notes and writings of any kind for the purpose of monitoring Organization's compliance with the terms and conditions of this Agreement.

10. Obligations After Termination. The following sections shall remain in full force and effect after termination of this Agreement: (1) Paragraph 6, Non-Discrimination; and (2) Paragraph 7, Indemnification.

11. No Political or Religious Activity. County funds shall be used only for the purposes specified in this Agreement and in any attachments hereto. No County funds shall be used for any political activity, or to further the election or defeat of any candidate for political office. No County funds shall be used for purposes of religious worship, instruction, or proselytizing.

12. Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

13. Severability. In the event that any provision of this Agreement shall be held by a court to be invalid or illegal for any reason, said invalidity or illegality shall not affect the remaining provisions of this Agreement.

14. Method and Place of Giving Notice. Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first-class mail to the following addresses:

If to County: Shasta County Sheriff's Office of Emergency Services
300 Park Marina Circle
Redding, CA 96001
Phone: 530-225-6095

If to Organization: Organization
Street Address
City, CA Zip

Written notice shall be deemed to be effective two days after mailing.

15. Assignment/Delegation. Neither party shall assign, sublet, or transfer any interest in or delegate any duty under this Agreement without the written consent of the other, and no assignment shall have any force or effect whatsoever unless and until the other party shall have so consented.

16. Status of Parties. This Agreement shall not be construed to create a joint venture or partnership. Neither party is the agent of the other for any purpose. There are no third party beneficiaries to this Agreement, and it may be enforced only by the parties hereto.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, County and Organization have executed this agreement on the dates set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this agreement and to bind the party on whose behalf his/her execution is made.

COUNTY OF SHASTA

Date: _____

MATTHEW P. PONTES
County Executive Officer
County of Shasta
State of California

Approved as to form:

RUBIN E. CRUSE, JR
County Counsel

RISK MANAGEMENT APPROVAL

By _____
Adam M. Pressman
Senior Deputy County Counsel

By: _____
James Johnson
Risk Management Analyst III

ORGANIZATION

Date: _____

(Name of Authorized Signer)
Organization Manager
Organization of Redding, State of California

Approved as to form:

Organization Attorney