

EXHIBIT "A"

GRANT AGREEMENT

FOR USE OF

**FISH AND WILDLIFE PROPAGATION
FUNDS**

This Grant Agreement is entered into between the County of Marin, hereafter referred to as "GRANTOR" and _____, hereafter referred to as "GRANTEE" on this _____ day of _____. (*DATE OF BOARD OF SUPERVISOR APPROVAL*)

WHEREAS, County administers funds for the purpose of propagation and habitat conservation of fish and wildlife, and for educational and youth activities relating to fish and wildlife pursuant to Section 13100 of the State of California Fish and Game Code, and

WHEREAS, the Marin County Board of Supervisors, upon recommendation of the Marin County Fish and Wildlife Commission, has approved the project listed below proposed by GRANTEE for funding.

NOW THEREFORE, the parties mutually agree as follows:

I. GRANTOR agrees to advance the sum of _____ to GRANTEE for _____ hereafter referred to as "PROJECT".

II. GRANTEE agrees to:

1. Diligently pursue PROJECT to completion with one year of receipt of funds. If PROJECT is uninitiated or is incomplete by this date, GRANTEE will return all unexpended and unencumbered funds for PROJECT to GRANTOR unless an extension of the PROJECT completion date is approved by GRANTOR upon recommendation of the Marin County Fish and Wildlife Commission. Copies of invoices should be kept and submitted with the final report within 30 days of project completion

2. If the property upon which the project is to be completed is not wholly owned by the GRANTEE, written authorization to proceed from the public agency or private owner of the property must be submitted with the grant application.

3. **HOLD HARMLESS:** GRANTEE agrees to indemnify, defend, and save harmless the COUNTY, its officers, agents and employees, from and against any and all claims and losses whatsoever accruing or resulting to any and all persons, firms, or corporations furnishing or supplying work, services, materials or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation including GRANTOR for damage, injury

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or death arising out of or connected with the GRANTEE’s performance of this Agreement.

Failure to comply with the above agreement will have bearing on future grant award decisions.

III. Other Provisions

1. GRANTOR designates the University of California Cooperative Extension (Farm Advisor) to act as its agent in the administration of this Grant Agreement.
2. GRANTEE acknowledges that it is not an agent of the County of Marin.

This Grant Agreement is made on the date herebefore stated in paragraph one above.

IV. Attachments

1. GRANTEE’s scope of work is referenced in Attachment A, “copy of proposal”.

GRANTEE

COUNTY OF MARIN

Signature:

Signature:

Print Name:

Print Name:
