**Memorandum of Agreement**

**for**

**Firewise Sites’**

**Fiscal Services**

This Memorandum of Agreement (Agreement or MOA) is hereby entered into by and between Plumas Corporation, a California non-profit public benefit corporation, the Plumas County Fire Safe Council (PCFSC), a California non-profit public benefit corporation, and Plumas County Firewise Sites that are recognized or in the process of attaining recognition through the National Fire Protection Association Firewise USA ® program (collectively “the parties”), in order to establish mechanisms for financial management of Firewise donations received by individual Firewise Sites and shared donations received on behalf of all Firewise Sites.

**Purpose**

Plumas Corporation, the Plumas County Fire Safe Council, and Plumas County Firewise Sites electing to opt in have established this MOA in order to assist one another in achieving mutually beneficial objectives related to the improvement of wildfire conditions and associated public safety in Plumas County via Firewise initiatives.

**Statement of Mutual Interests and Benefits**

Plumas County Firewise Sites provide a collaborative framework to help neighbors in a geographic area get organized, find direction, and to act to decrease the ignition risk of their homes and community, as well as reducing wildfire risks at the local level. The Firewise USA® program is administered by NFPA® and is co-sponsored by the USDA Forest Service and the National Association of State Foresters. While the NFPA® administers this program, individuals and communities participate on a voluntary basis.

The mission of Plumas Corporation is to promote the benefits of good land stewardship through education and restoration activities that result in healthy forests, resilient watersheds, and prosperous communities. Plumas Corporation has carried out various state, federal, county and privately funded natural resource -related and other projects since 1985. Plumas Corporation has a fully developed financial and administrative structure for administering grant funded projects.

The mission of the Plumas County Fire Safe Council is to "reduce the loss of natural and manmade resources caused by wildfires through pre-fire activities". Since its establishment as a 501(c) 3 in 2002, the Plumas County Fire Safe Council has undertaken various initiatives and programs to reduce this loss and has sponsored and received various public and private funds.

It is to the mutual benefit of all parties that Plumas Corporation act as the fiscal agent, and the Plumas County Fire Safe Council perform related administrative duties, for donations received on behalf of Firewise Sites who elect to opt in to this MOA.

**Responsibilities of the Parties**

Plumas County Firewise Sites Shall:

* Identify a single Firewise lead for administrative purposes including signature approval of expenditures.
* Provide updates to the PCFSC regarding Firewise leads.
* Request payment of expenditures via email or other written correspondence. Requests shall include a standard reimbursement form or invoice, as appropriate.
* Utilize fair procurement practices in an open and transparent manner.
* Establish a committee of Firewise leads to approve expenditures from shared donations received on behalf of all Plumas County Firewise Sites.
* Cover Plumas Corporation administrative costs at a rate of 10% per expenditure.

Plumas County Fire Safe Council Shall:

* Maintain a record of the Firewise Site leads on the Firewise Key Contact list.
* Process requests from Firewise Sites for payment of expenditures according to the guidelines established in this MOA.
* Report spending to Firewise committee regarding expenditures from shared donations.
* Provide updates to the Firewise Sites and Plumas Corporation regarding MOA Principal Contacts.

Plumas Corporation Shall:

* On behalf of Firewise Sites provide administrative and financial services for individual Site and shared Firewise donations received.
* Establish a separate cost center for fiscal management of each opt-in Firewise Site, independent of the others.
* Establish a single cost center for shared donations received on behalf of all Plumas County Firewise Sites.
* Comply with all applicable local, state and federal laws and specific agreement(s) on behalf of Firewise Communities.
* Allow its financial system to be used as the formal financial records for Firewise receipts (donations) and expenditures, including the access and right to examine books, papers and documents.
* Assess a fee for administrative services, automatically deducted at the time of the expenditure, from the individual Firewise Site’s cost center equal to 10% of the expenditure.
* Enter into appropriate subcontracts to accomplish project objectives.
* Carry such insurance policies as necessary to accomplish activities entered into.
* Provide updates to the Firewise Sites and the PCFSC regarding MOA Principal Contacts.

It Is Mutually Agreed and Understood by All Parties That:

* At the request of a Firewise Site lead, should a Firewise Site choose to opt out of this Agreement, any/all donations in the individual Firewise Site account will be returned to the Firewise Site. Returned donations will not incur the 10% administrative fee for service.
* Each individual Firewise Site expenditure request shall be provided to PCFSC by the identified Firewise Site lead.
* Prior to any change or modification of this MOA, parties shall mutually consent by the issuance of a written notification signed and dated by all parties.
* Termination of this MOA or any Project Addendum may be done by any party, in writing, at any time and for any reason. No party shall incur any new obligations after the termination date. Full credit shall be allowed for each party's expenses and all non-cancellable obligations properly incurred up to the effective date of termination.
* The parties to this Agreement shall comply with all applicable local, state and federal nondiscrimination statutes and regulations.
* This instrument in no way restricts the parties from participating in similar activities with any other organization.
* Nothing herein shall be construed as obligating the parties in any contract or future obligation for the future payment of money in excess of funding approved and made available for payment under this MOA.

Principal Contacts are:

PCFSC Chair Plumas Corporation Executive Director

John Reynolds Jim Wilcox

PO Box 1225 PO Box 3880

Quincy, CA 95971 Quincy, CA 95971

(530) 927-5281 (530) 283-3739

plumasfiresafe@plumascorporation.org jim@plumascorporation.org

**The parties hereto have executed this Agreement:**

Plumas Corporation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_

Jim Wilcox, Executive Director

Plumas County Fire Safe Council: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_

John Reynolds, Chair

Lake Almanor West Firewise: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_

Kim Cain Mullikin, Lead

Graeagle Fire Protection District: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_

Chuck Bowman, Lead

Gold Mountain: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_

Kathy Kogge, Lead

Lake Almanor Country Club: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_

Barbara McArthur, Lead

Greenhorn Creek CSD: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_

Tyson Rael, Lead

Mohawk Vista: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_

Gail Slavik, Lead

Grizzly Ranch: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_

John Reynolds, Lead

Plumas Eureka: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_

Steve Janovik, Lead

Sloat/Cromberg/Camp Layman: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_

Sue McCourt, Lead

Lake Almanor Peninsula: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_

Carole Montgomery, Lead

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_

J. Lundquist, Lead

Galeppi Ranch: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_

Ryan Thompkins, Lead

City of Portola: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_

Phil Oels, Lead

Chester: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_

Karen Lichti, Lead

Smith Creek Ranch: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_

Andrea Irving, Lead

Johnsville: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_

Old Highway Road: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_

Sally McGowan, Lead

River Valley Beckwourth: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_

John Parks, Lead

Hamilton Branch/East Shore: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_

Jan Hammill, Lead

Feather River College: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_

Meadow Valley: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_

Michelle Fulton, Lead

Seneca: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_

Billy Davies, Lead

Taylorsville: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_

Mike Yost, Lead

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_

Kyle Rodgers, Lead

Nelson Point: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_

Dave Matuszak, Lead

Quincy: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_

Michael Flanigan, Lead