

AGREEMENT NUMBER <b>23-069</b>	AM. NO.
TAXPAYERS FEDERAL EMPLOYER IDENTIFICATION NO. <b>94-6000513</b>	

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 in the State of California, by and between:



AGENCY State Coastal Conservancy	and
GRANTEE'S NAME County of Humboldt	

**I. SCOPE OF AGREEMENT**

Pursuant to Chapter 3 of Division 21 of the California Public Resources Code, the State Coastal Conservancy (“the Conservancy”) hereby grants to the County of Humboldt (“the grantee”) a sum not to exceed \$750,000 (seven hundred fifty thousand dollars) (“funds”), subject to this agreement.

*(Continued on the following pages)*

The provisions on the following pages constitute a part of this agreement. This agreement has been executed by the parties as shown below.

STATE OF CALIFORNIA	GRANTEE
AGENCY State Coastal Conservancy	GRANTEE (If other than an individual, state whether a corporation, partnership, etc.) County of Humboldt
BY (Authorized Signature)  	BY (Authorized Signature)  
PRINTED NAME AND TITLE OF PERSON SIGNING Amy Hutzel, Executive Officer	PRINTED NAME AND TITLE OF PERSON SIGNING Hank Seemann, Public Works Deputy Director
ADDRESS & PHONE NUMBER 1515 Clay Street, 10 <sup>th</sup> Floor Oakland, CA 94612 Phone: (510) 286-1015	ADDRESS & PHONE NUMBER 1106 2 <sup>nd</sup> Street Eureka, CA 95501 Phone: (707) 445-7741

AMOUNT ENCUMBERED BY THIS DOCUMENT <b>\$750,000.00</b>	PROGRAM/CATEGORY Local Assistance	FUND TITLE/PROP NO. Greenhouse Gas Reduction Fund			
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT <b>\$-0-</b>	FUND ITEM 3760-101-3228	CHAPTER 43	STATUTE 2022	FISCAL YEAR 22/23	
TOTAL AMOUNT ENCUMBERED TO DATE <b>\$750,000.00</b>	PROJECT NAME Humboldt Bay Living Shoreline Planning				
<i>I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.</i>					
NAME AND SIGNATURE OF ACCOUNTING OFFICER				DATE	

I certify that this agreement is exempt from Department of General Services' approval.

Erika Gomez  
Procurement and  
Contracts Manager

The grantee shall use the funds to complete planning and design tasks for phased salt marsh restoration (“the project”) for the Humboldt Bay Trail Corridor located along Eureka-Arcata Highway 101 as shown on Exhibit B, which is incorporated by reference and attached.

The project consists of completing preliminary designs, conducting California Environmental Quality Act (CEQA) review, preparing 65% design plans, and preparing permit applications. The CEQA review and technical analysis will address data and information gaps around sourcing sediment material, material handling and transport, potential for using dredged sediment, construction phasing, and vegetation management. The project also includes technical analysis of hydraulics, wave energy, and sedimentation processes under both current and future climate conditions.

The grantee shall carry out the project in accordance with this agreement. The grantee shall provide any funds beyond those granted under this agreement that are needed to complete the project.

## **II. CONDITIONS PRECEDENT TO COMMENCEMENT OF PROJECT AND DISBURSEMENT**

The grantee shall not commence the project and the Conservancy will not be obligated to disburse any funds under this agreement until the following conditions precedent have been met:

1. The Board of Supervisors of the grantee has adopted a resolution designating positions whose incumbents are authorized to negotiate and execute this agreement and amendments to it on behalf of the grantee.
2. The Executive Officer of the Conservancy (“Executive Officer”) has approved in writing:
  - a. The work program for the project as provided in section “V. WORK PROGRAM.”
  - b. All contractors that the grantee intends to retain in connection with the project.
3. The grantee has provided written evidence to the Conservancy that:
  - a. The grantee has provided for required insurance coverage, including additional insured endorsement, as described in section “XIII. INSURANCE.”

### **III. TERM OF AGREEMENT**

This agreement will take effect when signed by both parties and received in the office of the Conservancy together with the resolution described in section “II. CONDITIONS PRECEDENT TO COMMENCEMENT OF PROJECT AND DISBURSEMENT”. This agreement may be signed electronically using a process specified by the Conservancy.

This agreement terminates on March 31, 2026 (“the termination date”) unless otherwise terminated early as provided in this agreement. However, the grantee shall complete all work by December 31, 2025 (“the completion date”).

The grantee shall deliver a final Request for Disbursement to the Conservancy no later than January 31, 2026.

### **IV. AUTHORIZATION**

The signature of the Executive Officer of the Conservancy on this agreement certifies that at its April 6, 2023 meeting, the Conservancy adopted the resolution included in the staff recommendation attached as Exhibit A. This agreement is executed under that authorization.

## **Standard Provisions**

### **V. WORK PROGRAM**

Before beginning the project, the grantee shall submit a detailed work program to the Executive Officer for review and written approval of its consistency with this grant agreement. The work program must include:

1. The specific tasks to be performed.
2. A schedule of completion for the project, specifically listing the completion date for each project component and a final project completion date.
3. A detailed project budget. The project budget must describe all labor and materials costs of completing each component of the project. For each project component, the project budget must list all intended funding sources including the Conservancy's grant, and all other sources of monies, materials, or labor.

If all or any part of the project to be funded under this agreement will be performed by third parties ("contractors") under contract with the grantee, the grantee shall submit to the Executive Officer for review and approval the names and qualifications of the contractors.

The work program will have the same effect as if included in the text of this agreement. However, the work program may be modified without amendment of this agreement upon the grantee's submission of a modified work program and the Executive Officer's written approval of it. If this agreement and the work program are inconsistent, the agreement will control.

The grantee shall carry out the project in accordance with the approved work program.

### **VI. COORDINATION AND MEETINGS**

The grantee shall coordinate closely with Conservancy staff and other involved entities, including local, state and federal agencies, and shall participate in meetings and other communications as necessary to ensure coordination.

## **VII. WORK PRODUCTS AND ACKNOWLEDGMENT OF CONSERVANCY SUPPORT**

All material, data, information, and written, graphic or other work produced, developed or acquired under this agreement is subject to the unqualified and unconditional right of the Conservancy to use, reproduce, publish, display, and make derivative use of all such work, or any part of it, free of charge and in any manner and for any purpose; and to authorize others to do so. If any of the work is subject to copyright, trademark, service mark, or patent, the Conservancy is granted and shall have a perpetual, royalty-free, nonexclusive and irrevocable license to use, reproduce, publish, use in the creation of derivative works, and display and perform the work, or any part of it, and to grant to any third party a comparable and coextensive sublicense.

The grantee shall include in any contract with a third party for work under this agreement terms that preserve the rights, interests, and obligations created by this section, and that identify the Conservancy as a third-party beneficiary of those provisions.

The grantee shall not utilize the work produced under this agreement for any profit-making venture, nor sell or grant rights to a third party for that purpose.

In order to acknowledge the Conservancy's support of the project, the grantee shall display the Conservancy's name and logo in the final report in a prominent location. The grantee shall mention the Conservancy's support in its project-related press releases, contacts with the media, and social media postings, and on its website.

## **VIII. COSTS AND DISBURSEMENTS**

When the Conservancy determines that all conditions in section "II. CONDITIONS PRECEDENT TO COMMENCEMENT OF PROJECT AND DISBURSEMENT" have been fully met, the Conservancy shall disburse to the grantee a total amount not to exceed the amount of this grant, in accordance with the approved project budget and this section.

The withholding for this agreement is five percent. The Conservancy shall disburse funds for costs incurred to date, less five percent, upon the grantee's satisfactory progress under the approved work program and upon submission of a "Request for Disbursement" form, which shall be submitted no more frequently than monthly but no less frequently than quarterly. The Conservancy shall disburse the five percent withheld upon the grantee's satisfactory completion of the project and compliance with section "X. PROJECT COMPLETION", and upon the Conservancy's acceptance of the project.

Hourly rates billed to the Conservancy must be equal to the actual compensation paid by grantee to employees, which may include employee benefits. The grantee shall require its employees to

keep records of their time spent on the project for purposes of documenting the employee time billed to the Conservancy. The Conservancy will reimburse the grantee for expenses necessary to the project when documented by appropriate receipts. The Conservancy will reimburse travel and related expenses at actual costs not to exceed the state employee rates as identified on the California Department of Human Resources (CalHR) website under travel reimbursements for state employees. The Conservancy may reimburse in excess of the state employee rates upon documentation that these rates are not reasonably available to the grantee.

The grantee shall request disbursements by filing with the Conservancy a fully executed "Request for Disbursement" form (available from the Conservancy). The grantee shall include in the form its name and address, the number of this agreement, the date of the submission, the amount of the invoice, the period during which the work was actually done, and an itemized description, including time, materials, and expenses incurred, of all work done for which disbursement is requested. The form must also indicate cumulative expenditures to date, expenditures during the reporting period, and the unexpended balance of funds under the grant agreement.

An authorized representative of the grantee must sign the form. Each form must be accompanied by:

1. All receipts and any other source documents for direct expenditures and costs that the grantee has incurred.
2. Invoices from contractors that the grantee engaged to complete any portion of the work funded under this agreement and any receipts and any other source documents for costs incurred and expenditures by any such contractor, unless the Executive Officer makes a specific exemption in writing.
3. A progress report summarizing the current status of the project and the work for which the grantee is requesting disbursement.

The grantee's failure to fully execute and submit a Request for Disbursement form, including attachment of supporting documents, will relieve the Conservancy of its obligation to disburse funds to the grantee unless and until the grantee corrects all deficiencies.

#### **IX. EXPENDITURE OF FUNDS AND ALLOCATION OF FUNDING AMONG BUDGET ITEMS**

No increase in the total amount of this grant will be valid unless set forth in a written amendment to this agreement. The grantee shall expend funds consistent with the approved project budget. Expenditure on items contained in the approved project budget, other than overhead and indirect costs, may vary by as much as ten percent without prior approval by the Executive Officer,

provided that the grantee first submits a revised budget to the Conservancy and requests disbursement based on the revised budget. Any deviation greater than ten percent, and any deviation that shifts funds from approved budget items into an overhead or indirect costs category, must be identified in a revised budget approved in advance and in writing by the Executive Officer. The Conservancy may withhold payment for items that exceed the amount allocated in the project budget by more than ten percent and that have not received the approval required above. Any increase in the funding for any particular budget item will mean a decrease in the funding for one or more other budget items unless there is a written amendment to this agreement.

#### **X. PROJECT COMPLETION**

The grantee shall complete the project by the completion date provided in section “III. TERM OF AGREEMENT”. Upon completion of the project, the grantee shall supply the Conservancy with evidence of completion by submitting the following by the final Request for Disbursement date set forth in section “III. TERM OF AGREEMENT”:

1. The plan and any other work products specified in the work program for the project, each in a format or formats (for example, paper, digital, photographic) approved by the Executive Officer.
2. A fully executed final “Request for Disbursement.” A “final Request for Disbursement” means a Request for Disbursement that includes the withheld amounts and all remaining amounts for which grantee is entitled to seek payment, if any, pursuant to this agreement.

The Conservancy shall determine whether the grantee has satisfactorily completed the project. If so, the Conservancy shall issue to the grantee a letter of acceptance of the project. The project will be deemed complete as of the date of the letter.

#### **XI. EARLY TERMINATION, SUSPENSION AND FAILURE TO PERFORM**

Before the project has commenced, either party may terminate this agreement for any reason by providing the other party with seven days notice in writing.

Before the project is complete, the Conservancy may terminate or suspend this agreement for any reason by providing the grantee with seven days notice in writing. In either case, the grantee shall immediately stop work under the agreement and take all reasonable measures to prevent further costs to the Conservancy. The Conservancy will be responsible for any reasonable and non-cancelable obligations incurred by the grantee in the performance of this agreement prior to the date of the notice to terminate or suspend, but only up to the undisbursed balance of funding

authorized in this agreement. Any notice suspending work under this agreement will remain in effect until further written notice from the Conservancy authorizes work to resume.

If the grantee fails to complete the project as required, or fails to fulfill any other obligations of this agreement prior to the termination date, the grantee will be liable for immediate repayment to the Conservancy of all amounts disbursed by the Conservancy under this agreement. The Conservancy may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed. This paragraph does not limit any other remedies the Conservancy may have for breach of this agreement.

Before the project is complete, the grantee may terminate this agreement for any reason by providing the Conservancy with seven days notice in writing and repaying to the Conservancy all amounts disbursed by the Conservancy under this agreement. The Conservancy may, at its sole discretion, consider extenuating circumstances and allow early termination without repayment for work partially completed.

On or before the date of termination of the agreement under this section, whether terminated by the grantee or the Conservancy, the grantee shall provide the Conservancy with all work, material, data, information, and written, graphic or other work produced, developed or acquired under this agreement (whether completed or partial), in appropriate, readily useable form.

The parties expressly agree to waive, release and relinquish the recovery of any consequential damages that may arise out of the termination or suspension of this agreement under this section.

The grantee shall include in any agreement with any contractor retained for work under this agreement a provision that entitles the grantee to suspend or terminate the agreement with the contractor for any reason on written notice and on the same terms and conditions specified in this section.

## **XII. INDEMNIFICATION AND HOLD HARMLESS**

The grantee shall be responsible for, indemnify and hold harmless the Conservancy, its officers, agents and employees from any and all liabilities, claims, demands, damages, or costs, including without limitation litigation costs and attorneys fees, resulting from or arising out of the willful or negligent acts or omissions of the grantee, its officers, agents, contractors, subcontractors and employees, or in any way connected with or incident to this agreement, except for the active negligence of the Conservancy, its officers, agents or employees. The duty of the grantee to indemnify and hold harmless includes the duty to defend as provided in Civil Code Section 2778. This agreement supersedes any right the grantee may have as a public entity to indemnity and contribution as provided in Gov. Code Sections 895 et seq.



The grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the State, its officers, agents or employees, for any liability resulting from, growing out of, or in any way connected with or incident to this agreement.

Nothing in this agreement is intended to create in the public or in any member of its rights as a third-party beneficiary under this agreement.

### **XIII. INSURANCE**

Throughout the term of this agreement, the grantee shall procure and maintain insurance, as specified in this section, against claims for injuries to persons or damage to property that may arise from or in connection with any activities by the grantee or its agents, representatives, employees, or contractors associated with the project undertaken pursuant to this agreement.

As an alternative, with the written approval of the Executive Officer, the grantee may satisfy the coverage required by this section in whole or in part through: (a) its contractors' procurement and maintenance of insurance for work under this agreement, if the coverage otherwise fully satisfies the requirements of this section; or (b) the grantee's participation in a "risk management" plan, self insurance program or insurance pooling arrangement, or any combination of these, if consistent with the coverage required by this section.

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:
  - a. Insurance Services Office ("ISO") Commercial General Liability coverage, occurrence basis (Form CG 00 01) or comparable.
  - b. Automobile Liability coverage - ISO Form Number CA 0001, Code 1 (any auto).
  - c. Workers' Compensation insurance as required by the Labor Code of the State of California, and Employer's Liability insurance.
  
2. Minimum Limits of Insurance. Grantee shall maintain coverage limits no less than:
  - a. General Liability: *(Including operations, products and completed operations, as applicable)* \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit must apply separately to the activities under this agreement, or the general aggregate limit must be twice the required occurrence limit.

- b. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- c. Worker's Compensation and Employer's Liability: Worker's compensation as required by law and Employer's Liability of no less than \$1,000,000 per accident for bodily injury or disease.

3. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Executive Officer.

4. Required Provisions Concerning the Conservancy and the State of California.

- a. The grantee shall notify the Conservancy within two days of receipt of notice that any required insurance policy will lapse or be cancelled. At least ten days before an insurance policy held by the grantee lapses or is cancelled, the grantee shall provide the Conservancy with evidence of renewal or replacement of the policy.
- b. The grantee hereby grants to the State of California, its officers, agents, employees, and volunteers, a waiver of any right to subrogation which any insurer of the grantee may acquire against the State of California, its officers, agents, employees, and volunteers, by virtue of the payment of any loss under such insurance. Grantee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the grantee has received a waiver of subrogation endorsement from the insurer.
- c. The general liability and automobile liability policies must contain, or to be endorsed to contain, the following provisions:
  - i. The State of California, its officers, agents and employees are additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the grantee; and with respect to liability arising out of work or operations, including completed operations, performed by or on behalf of the grantee including materials, parts or equipment furnished in connection with such work or operations.
  - ii. For any claims related to this agreement, the grantee's insurance coverage must be primary insurance with respect to the State of California, its officers, agents and employees, and not excess to any insurance or self-insurance of the State of California.
  - iii. The limits of the additional insured coverage must equal the limits of the named insured coverage regardless of whether the limits of the named insurance coverage exceed those limits required by this agreement.

- d. Coverage does not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
5. Acceptability of Insurers. Insurance must be placed with insurers admitted to transact business in the State of California and having a current Best's rating of "B+:VII" or better or, in the alternative, acceptable to the Conservancy and approved in writing by the Executive Officer.
6. Verification of Coverage. The grantee shall furnish the Conservancy with original certificates and amendatory endorsements, or copies of the applicable policy language, effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Executive Officer before work commences. The Conservancy reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage, at any time.
7. Contractors. The grantee shall include all contractors as insureds under its policies or shall require each contractor to provide and maintain coverage consistent with the requirements of this section. To the extent generally available, grantee shall also require each professional contractor to provide and maintain errors and omissions liability insurance appropriate to the contractor's profession and in a reasonable amount in light of the nature of the project.
8. Premiums and Assessments. The Conservancy is not responsible for premiums and assessments on any insurance policy.

#### **XIV. AUDITS/ACCOUNTING/RECORDS**

The grantee shall maintain financial accounts, documents, and records (collectively, "required records") relating to this agreement, in accordance with the guidelines of "Generally Accepted Accounting Principles" ("GAAP") published by the American Institute of Certified Public Accountants. The required records include, without limitation, evidence sufficient to reflect properly the amount, receipt, deposit, disbursement of all funds related to work under the agreement, and time and effort reports that permit tracing from the request for disbursement forms to the accounting records and to the supporting documentation.

Additionally, the Conservancy or its agents may review, obtain, and copy all required records. The grantee shall provide the Conservancy, California State Auditor, their officers, employees and agents with any relevant information requested and with access to the grantee's premises upon reasonable notice, during normal business hours, to interview employees and inspect and copy books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this agreement and any applicable laws and regulations.

The grantee shall retain the required records for a minimum of three years following final disbursement by the Conservancy. The records will be subject to examination and audit by the Conservancy and the California State Auditor during the retention period.

If the grantee retains any contractors to accomplish any of the work of this agreement, the grantee shall first enter into an agreement with each contractor requiring the contractor to meet the terms of this section and to make the terms applicable to all subcontractors.

The Conservancy may disallow all or part of the cost of any activity or action that it determines to be not in compliance with the requirements of this agreement.

#### **XV. COMPUTER SOFTWARE**

The grantee certifies that it has instituted and will employ systems and controls appropriate to ensure that, in the performance of this contract, state funds will not be used for the acquisition, operation or maintenance of computer software in violation of copyright laws.

#### **XVI. NONDISCRIMINATION**

During the performance of this agreement, the grantee and its contractors shall not deny the agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The grantee shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. The grantee and contractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the Conservancy to implement such article. The grantee shall permit access by representatives of the Department of Fair Employment and Housing and the Conservancy upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or the Conservancy shall require to ascertain compliance with this clause. The grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

The grantee shall include the nondiscrimination and compliance provisions of this clause in all contracts to perform work under this agreement.

#### **XVII. AMERICANS WITH DISABILITIES ACT**

By signing this agreement, grantee certifies that it is in compliance with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C., 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

#### **XVIII. PREVAILING WAGE**

Work done under this grant agreement may be subject to the prevailing wage and other related requirements of the California Labor Code, Division 2, Part 7, Chapter 1, sections 1720-1861. If required by law to do so, the grantee shall pay prevailing wage to all persons employed in the performance of any part of the project and otherwise comply with all associated requirements and obligations.

The grantee is responsible for determining whether the project is subject to prevailing wage laws, and for complying with all labor laws applicable to the project. The grantee may also review the Conservancy publication, Information on Current Status of Prevailing Wage Laws for State Coastal Conservancy Grantees (May 2018), available from the Conservancy on request, which provides general information and is not legal advice to the grantee on whether the grantee's project is subject to prevailing wage laws.

#### **XIX. DRUG-FREE WORKPLACE**

The grantee's signature on this agreement constitutes the certification required by Government Code Section 8355 (Drug-Free Workplace Act of 1990), which requires that all state grantees provide a drug-free workplace by doing all of the following:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions that will be taken against employees for violations of the prohibition.
2. Establishing a drug-free awareness program to inform employees about all of the following:
  - a. The dangers of drug abuse in the workplace.
  - b. The person's or organization's policy of maintaining a drug-free workplace.

- c. Any available drug counseling, rehabilitation, and employee assistance programs.
  - d. The penalties that may be imposed upon employees for drug abuse violations.
3. Requiring that each employee engaged in the performance of the grant be given a copy of the drug-free workplace statement and that, as a condition of employment on the grant, the employee agrees to abide by the terms of the statement.

**XX. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the Conservancy determine the grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The Conservancy shall provide the grantee advance written notice of such termination, allowing the grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the Conservancy.

**XXI. INDEPENDENT CAPACITY**

The grantee, and the agents and employees of the grantee, in the performance of this agreement, are acting in an independent capacity and not as officers or employees or agents of the State of California.

**XXII. ASSIGNMENT**

Without the written consent of the Executive Officer, this agreement is not assignable by the grantee in whole or in part.

**XXIII. TIMELINESS**

Time is of the essence in this agreement.

**XXIV. EXECUTIVE OFFICER'S DESIGNEE**

The Executive Officer shall designate a Conservancy project manager who will have authority to act on behalf of the Executive Officer with respect to this agreement. The Executive Officer shall notify the grantee of the designation in writing.

**XXV. AMENDMENT**

Except as expressly provided in this agreement, no change in this agreement will be valid unless made in writing and signed by the parties to the agreement. No oral understanding or agreement not incorporated in this agreement will be binding on any of the parties.

**XXVI. SURVIVAL**

The obligations in sections "VII. WORK PRODUCTS AND ACKNOWLEDGMENT OF CONSERVANCY SUPPORT" and "XII. INDEMNIFICATION AND HOLD HARMLESS" survive the termination of this agreement.

# Exhibit A: Project Location

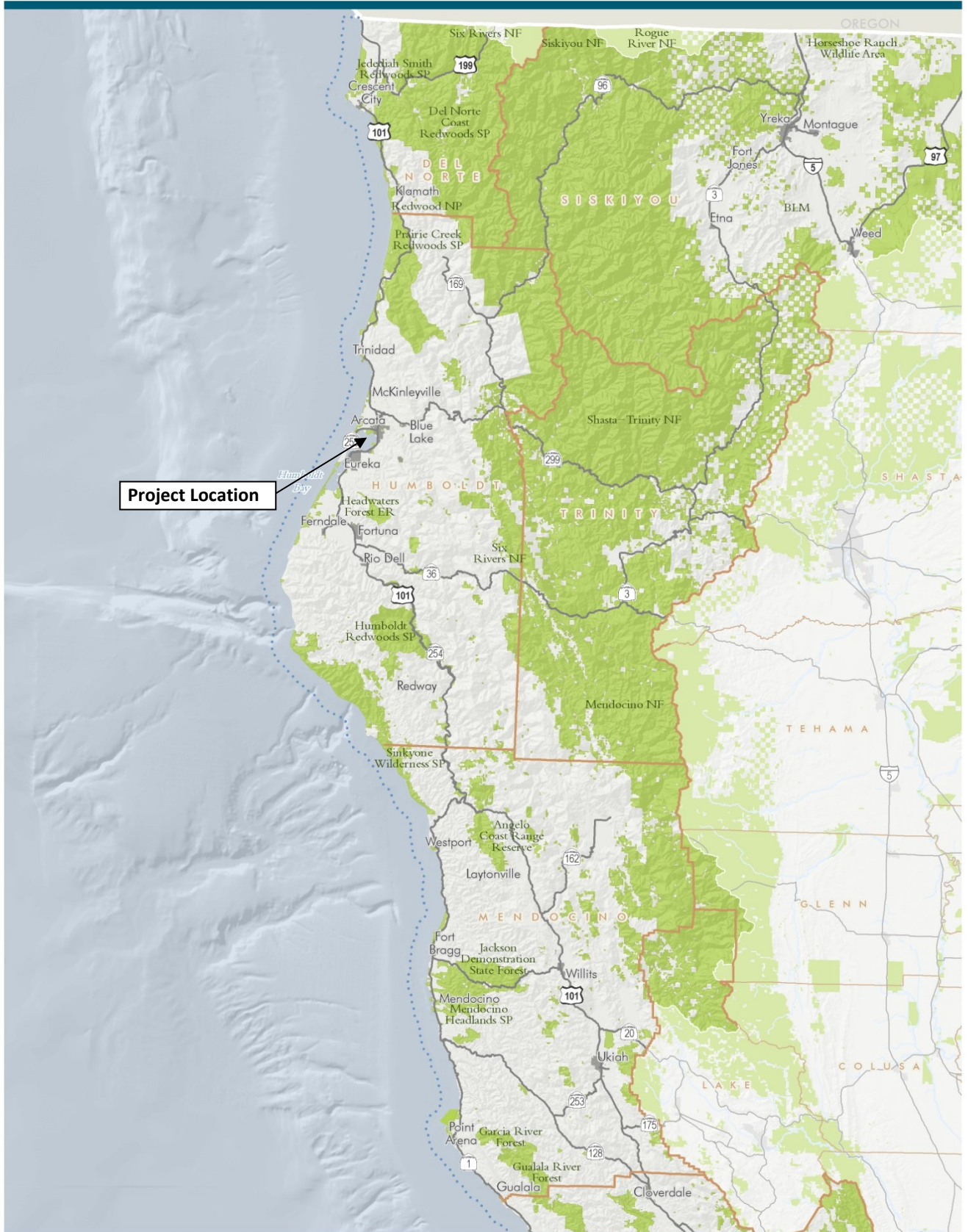




Exhibit A: Project Location



COASTAL CONSERVANCY

Staff Recommendation  
April 6, 2023

**HUMBOLDT BAY LIVING SHORELINE PLANNING**

Project No. 23-010-01  
Project Manager: Fanny Yang

**RECOMMENDED ACTION:** Authorization to disburse up to \$750,000 to the County of Humboldt for the Humboldt Bay Living Shoreline Planning project, which consists of completing preliminary designs, CEQA review, preparing 65% design plans, and preparing permit applications for phased salt marsh restoration along the Eureka-Arcata Highway 101 and Humboldt Bay Trail Corridor.

**LOCATION:** Humboldt County, CA

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EXHIBITS

Exhibit 1: [Project Location Map](#)

Exhibit 2: [Salt Marsh Design Concept](#)

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**RESOLUTION AND FINDINGS**

Staff recommends that the State Coastal Conservancy adopt the following resolution and findings.

Resolution:

The State Coastal Conservancy hereby authorizes a grant of an amount not to exceed seven hundred fifty thousand dollars (\$750,000) to the County of Humboldt (the grantee) for the Humboldt Bay Living Shoreline Planning project which consists of completing preliminary designs, conducting CEQA review, preparing 65% design plans, and preparing permit applications for phased salt marsh restoration along the Eureka-Arcata Highway 101 and Humboldt Bay Trail Corridor.

Prior to commencement of the project, the grantee shall submit for the review and written approval of the Executive Officer of the Conservancy (Executive Officer) the following:

1. A detailed work program, schedule, and budget.
2. Names and qualifications of any contractors to be retained in carrying out the project.

Findings:

Based on the accompanying staff recommendation and attached exhibits, the State Coastal Conservancy hereby finds that:

1. The proposed authorization is consistent with Chapter 3 of Division 21 of the Public Resources Code, regarding the Climate Ready Program.
2. The proposed project is consistent with the current Conservancy Project Selection Criteria.

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**STAFF RECOMMENDATION**

**PROJECT SUMMARY:**

Staff recommends the Conservancy authorize a grant of up to \$750,000 to the County of Humboldt (the County) for the Humboldt Bay Living Shoreline Planning project to complete preliminary designs, conduct California Environmental Quality Act (CEQA) environmental review, prepare 65% design plans, and prepare permit packages for phased salt marsh restoration along the Eureka-Arcata Highway 101 corridor. The future salt marsh restoration will act as a sea level rise adaptation measure.

The Eureka-Arcata Highway 101 corridor is one of the most important transportation corridors in Humboldt County and represents one of the areas that is most vulnerable to sea level rise, continued coastal erosion, and flooding. The shoreline adjacent to the highway undergoes significant erosion associated with wind waves and tidal currents, due to the absence of salt marsh that would otherwise provide a natural energy-attenuating buffer. In December 2005, overtopping of the shoreline closed a portion of Highway 101 and caused severe erosion of the railroad embankment. In September 2022, the County completed an initial feasibility study for the use of natural shoreline infrastructure (NSI), also known as nature-based adaptation measures or living shorelines, to reduce flood risks and augment scarce salt marsh habitat along the portions of the Humboldt Bay shoreline adjacent to the Eureka-Arcata Highway 101 corridor.

Salt marsh restoration projects typically involve breaching levees to restore tidal influence onto diked former tidelands. The NSI project will be innovative by restoring salt marsh within existing mud flats where salt marsh was reduced by historical shoreline alterations. The future living shoreline project may involve an active approach where sediment may be beneficially reused by placement on the mudflat to restore salt marsh, or a passive approach where conditions will be created to promote accretion of sediment circulating in Humboldt Bay. Passive salt marsh restoration could achieve significant cost savings and greatly reduce impacts associated with handling large volumes of sediment that would be used to elevate mudflats to salt marsh elevations. The proposed project includes technical analysis of hydraulics, wave energy, and sedimentation processes under both current and future climate conditions to inform preliminary designs, CEQA review, and 65% design plans. The CEQA review and technical analysis will address data and information gaps around sourcing sediment material, material handling and transport, potential for using dredged sediment, construction phasing, and vegetation management.

Phased implementation is expected to be the preferred approach in order to demonstrate feasibility of the project concept and to account for the likelihood that only partial funding and/or a partial volume of fill material will be available in the short-term. The project design in the initial study envisions a series of self-contained “cells” defined by barrier berms which lends itself well to a phased implementation approach. Phase I would include construction of the first cell or set of cells. CEQA review and technical analysis will cover all phases of the project. Preparation of 65% designs and permit applications will cover Phase I of the anticipated phased implementation of the overall salt marsh restoration as a living shoreline along the Bay.

There is existing and growing support for NSI projects in and around Humboldt Bay. An initial NSI study assessing the feasibility of a salt marsh restoration project within the project area was completed by the County with funding from the Ocean Protection Council and National Fish and Wildlife Foundation. US Fish and Wildlife Service provided technical assistance for the initial NSI study and the US Geological Survey participated in the technical advisory committee. Caltrans District 1 is developing a Comprehensive Adaptation and Implementation Plan for the Eureka-Arcata Highway 101 corridor and is interested in incorporating nature-based solutions into their plan. The Humboldt Bay Harbor, Conservation and Recreation District will be generating large volumes of dredged material in the near future from various projects and is interested in promoting beneficial reuse of sediment in NSI initiatives. Other community stakeholders that were intimately involved with the initial NSI study and will continue to be consulted during the development of the advanced feasibility study include Cal Poly Humboldt Sea Level Rise Institute, the Wiyot Tribe, the Coastal Commission, the California Department of Fish and Wildlife, Humboldt County Fish & Game Advisory Committee, and community waterfowl groups.

**Site Description:** The project site is located along an approximately 1.25-mile section of the eastern shoreline of North Humboldt Bay (also known as Arcata Bay), situated between the Bracut Industrial Park on the north and the former California Redwood Company property at Brainard on the south, adjacent to Highway 101. Prior to development, the site included salt marsh associated with the Fay Slough complex. Construction of levees, railroad, and the state highway in the late 19th and early 20th century severely impacted the margins of the salt marsh plain and the associated tidal channel network. Currently, the shoreline adjacent to the railroad is primarily intertidal mudflat with only small, remnant salt marsh patches. The County is the primary landowner along the upland portion of the shoreline (through property acquisition for the Humboldt Bay Trail). California Department of Fish and Wildlife, Humboldt County, and a private party are listed as owners of the tideland parcels within the bay adjacent to the shoreline.

**Grant Applicant Qualifications:** The County has a strong track record for leading collaborative projects involving public agencies, non-governmental organizations, interested stakeholders, and environmental professionals to address complex natural resource issues. In 2020, the County received a Sustainable Groundwater Management planning grant (\$1.9 million) administered by the Department of Water Resources to prepare a Groundwater Sustainability Plan for the Eel River Valley groundwater basin. Also in 2020, the County received grants from the Ocean Protection Council and National Fish and Wildlife Federation (totaling \$250,000) to develop an initial feasibility study for applying nature-based methods on a multi-objective

project along the Humboldt Bay shoreline. In 2018, the County received an Adaptation Planning grant from Caltrans (\$425,000) to prepare a sea level rise adaptation plan for the Eureka Slough hydrographic area of Humboldt Bay, in conjunction with the City of Eureka and the Humboldt County Association of Governments. This project involved coordinating with many stakeholders and conducting innovative technical work to understand flood vulnerability and develop conceptual designs for adaptation projects in sensitive habitat areas.

The County will be responsible for maintaining the Humboldt Bay Trail South project which is scheduled to begin construction in 2023. The trail project is located adjacent to the site for the planning project. Thus, the County will also be managing, maintaining, and monitoring a project close to the site of the future NSI project.

**CONSISTENCY WITH CONSERVANCY’S PROJECT SELECTION CRITERIA:**

The proposed project is consistent with the Conservancy’s Project Selection Criteria, last updated on September 23, 2021, in the following respects:

**Selection Criteria**

**1. Extent to which the project helps the Conservancy accomplish the objectives in the Strategic Plan.**

See the “Consistency with Conservancy’s Strategic Plan” section below.

**2. Project is a good investment of state resources.**

The project is a good investment of state resources because it builds on previous investments and is supported by various state and federal agencies. The proposed project contributes to a future pilot salt marsh living shoreline project that will serve as a model for other nature-based climate adaptation projects in both the Humboldt region and other parts of the state.

**3. Project includes a serious effort to engage tribes. Examples of tribal engagement include good faith, documented efforts to work with tribes traditionally and culturally affiliated to the project area.**

The project includes a serious effort to engage tribes by continuing consultation with the Wiyot Tribe, which participated in the technical working group for the previous study and is actively involved in the Cal Poly Humboldt Sea Level Rise Institute.

**4. Project benefits will be sustainable or resilient over the project lifespan.**

The proposed project will facilitate the future restoration of a salt marsh living shoreline along the Eureka-Arcata Highway 101 corridor, which will provide sea level rise adaptation for road infrastructure over the course of this century. NSI projects are an effective tool for addressing expected sea level rise due to climate change as they reduce wave exposure while preserving ecosystem benefits. A fundamental purpose of the project is to develop plans for a landform that will be sustainable and resilient to sea level rise through at least the end of the 21st century.

**5. Project delivers multiple benefits and significant positive impact.**

The proposed project will facilitate the future implementation of a living shoreline that provides multiple benefits including salt marsh habitat enhancement, continued access to recreational amenities by protecting public road infrastructure, carbon sequestration, and mitigation of sea level rise impacts to Highway 101 between Eureka and Arcata. The proposed project also contributes to community preparedness and resilience to future climate change impacts such as flooding.

**6. Project planned with meaningful community engagement and broad community support.**

The proposed project will involve meaningful community engagement and community support as the County will continue coordinating and collaborating with stakeholders previously involved in the initial NSI feasibility study. The County will continue to engage with Cal Poly Humboldt Sea Level Rise Institute, the Wiyot Tribe, Humboldt County Fish & Game Advisory Committee, Humboldt Baykeeper, North Coast Chapter of the California Waterfowl Association, Humboldt County Ducks Unlimited, Caltrans, resource and regulatory agencies, and the Humboldt Bay Harbor District through one-on-one meetings.

**PROJECT FINANCING**

<b>Coastal Conservancy</b>	<b>\$750,000</b>
<b>Project Total</b>	<b>\$750,000</b>

Conservancy funding is anticipated to come from a Fiscal Year 2022/23 appropriation from the Greenhouse Gas Reduction Fund (GGRF) to the Conservancy for the Climate Ready Program for purposes of nature-based projects to address sea level rise (Budget Act of 2022, SB 154, as amended by AB 178, Chapter 45 of the Statutes of 2022). The Greenhouse Gas Reduction Fund Investment Plan and Communities Revitalization Act (Health and Safety Code (HSC) Sections 39710 – 39723) requires that GGRF funds be used to (1) facilitate the achievement of reductions of GHG emissions consistent with the Global Warming Solutions Act of 2006 (HSC Sections 38500 *et seq*), and (2) to the extent feasible, achieve other co-benefits, such as maximizing economic, environmental and public health benefits and directing investment to disadvantaged communities (HSC Section 39712(b)). The Global Warming Solutions Act of 2006 sets forth (among other things) certain GGRF funding priorities (HSC Section 38590.1). The California Air Resources Board (“CARB”) has adopted guidelines that establish program goals that agencies must achieve with their GGRF funds.

Consistent with the CARB 2018 Funding Guidelines, the proposed project will help the Conservancy meet its GGRF program goals because the project will:

- Facilitate GHG emission reductions (which includes increases in carbon sequestration) and further the purposes of AB 32 and related statutes;
- Maximize economic, environmental, and public health co-benefits to the State;
- Encourage projects that contribute to other State climate goals;

- Coordinate investments and leverage funds where possible to provide multiple benefits and to maximize benefits.

The proposed project will meet these goals by contributing to a future NSI implementation project restoring a salt marsh living shoreline. In addition to the direct benefit of road infrastructure protection, the salt marsh will help sequester greenhouse gases because tidal wetland habitat is one of the most carbon dense ecosystems in the world. The project will also provide additional environmental benefits to the state, including by facilitating the construction of transitional habitats that will ensure sea level rise resiliency.

**CONSISTENCY WITH CONSERVANCY’S ENABLING LEGISLATION:**

The proposed project will be undertaken pursuant to Section 31113 of Chapter 3 of Division 21 of the Public Resources Code, which authorizes the Conservancy to address the impacts and potential impacts of climate change on resources within the Conservancy’s jurisdiction (Section 31113(a)). Section 31113(b) and (c) authorizes the Conservancy to award grants to nonprofit organizations and public agencies to undertake projects that reduce greenhouse gas emissions and address extreme weather events, sea level rise, flooding, and other coastal hazards that threaten coastal communities, infrastructure, and natural resources. The Conservancy must, to the extent allowed, prioritize projects that maximize public benefits and accomplish one of several purposes, including reducing flood risk and enhancing fish and wildlife habitat. Consistent with these requirements, the proposed project will help develop nature-based shoreline infrastructure along the Eureka-Arcata Highway 101 corridor to reduce the threat of sea level rise and enhance salt marsh habitat.

Section 31113 also requires the Conservancy to prioritize projects that use natural infrastructure to help coastal communities adapt to climate change and projects that provide multiple public benefits, including, but not limited to, protection of communities, natural resources, and recreational opportunities. See Section 31113(d)(1). As discussed above, the proposed project will help develop future nature-based adaptation measures to protect critical road infrastructure.

**CONSISTENCY WITH CONSERVANCY’S [2023-2027 STRATEGIC PLAN](#) GOAL(S) & OBJECTIVE(S):**

Consistent with **Goal 3, Objective 3.2**, the proposed project contributes to planning for future salt marsh restoration along the Eureka-Arcata Highway 101 corridor.

Consistent with **Goal 4, Objective 4.1**, the proposed project is a planning project designing nature-based shoreline infrastructure as a sea level rise adaptation measure.

Consistent with **Goal 4, Objective 4.3**, the proposed project plans for a future nature-based climate adaptation project to mitigate climate impacts to infrastructure, such as sea level rise and flooding.

**CEQA COMPLIANCE:**

The proposed project is statutorily exempt from review under CEQA pursuant to 14 California Code of Regulations Section 15262, which exempts planning and feasibility studies for possible future actions that have not yet been approved, adopted, or funded. The proposed planning project consists of completing preliminary designs, conducting CEQA review, preparing 65% design plans, and preparing permit applications. Upon approval, staff will file a Notice of Exemption.



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hseemann@co.humboldt.ca.us	Resent: 11/28/2023 10:17:42 AM
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 Accepted: 12/6/2023 1:52:23 PM  
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Fanny Yang

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Contract Staff

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Security Level: Email, Account Authentication  
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