



State of California – Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
Director's Office
P.O. Box 944209
Sacramento, CA 94244-2090
www.wildlife.ca.gov

GAVIN NEWSOM, Governor
CHARLTON H. BONHAM, Director



March 8, 2024

Hank Seemann
Humboldt County
1106 2nd Street
Eureka, CA 95501

RE: Q2396046, Redwood Creek Estuary CAP 1135 Ecosystem Restoration Feasibility Study

For your review and signature, please find the following electronic files for the above-referenced Grant Agreement:

Grant Agreement

Acknowledgement of Work Commencement Authorization Disclaimer

If you find changes must be made to the Grant Agreement prior to your signature, please contact your Grant Manager (listed below) for direction.

Once the Watershed Restoration Grants Branch receives notification that all documents have been signed, CDFW will execute the Grant Agreement. You will be notified and provided an electronic copy of the complete signed document via DocuSign for your files. Please note the Grant Agreement will not be effective until fully executed by CDFW.

Questions regarding the services to be performed under this Grant Agreement should be directed to the CDFW Grant Manager, Daniel Burmester, (916) 594-3734.

Sincerely,

Randi Adair
Watershed Restoration Grants Branch
Environmental Program Manager



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Humboldt County
1106 2nd Street
Eureka, CA 95501

RE Q2396046, Redwood Creek Estuary CAP 1135 Ecosystem Restoration Feasibility Study

ACKNOWLEDGEMENT OF WORK COMMENCEMENT AUTHORIZATION DISCLAIMER

Where approval from the California Department of Fish and Wildlife (CDFW) applies, the attached payable grant shall be of no force or effect until it is signed by both parties (CDFW and grantee). The signing of this payable grant by your organization does not authorize the commencement of work.

By signing this letter, your organization acknowledges and agrees not to begin work until all approvals have been obtained, the payable grant has been fully executed, and the grantee has been given authorization to begin work. Should any work begin before all approvals are obtained or authorization is given, services will be considered voluntary.

Please be advised that failure to sign and return this letter will delay approval of your payable grant.

Authorized Signature

Date

Hank Seemann Deputy-Director

Printed Name and Title of Person Signing



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**PROPOSITION 68 HABITAT IMPROVEMENT GRANT - SDAC
REDWOOD CREEK ESTUARY CAP
1135 ECOSYSTEM RESTORATION FEASIBILITY STUDY
GRANT AGREEMENT NUMBER – Q2396046**

GRANTOR: State of California, acting by and through the
California Department of Fish and Wildlife
P.O. Box 944209
Sacramento, CA 94244-2090

GRANTEE: HANK SEEMANN
HUMBOLDT COUNTY
1106 2ND STREET,
EUREKA, CA 95501

SECTION 1 – LEGAL BASIS OF AWARD

The California Department of Fish and Wildlife (CDFW or Grantor) developed the Proposition 68 Habitat Improvement – SDAC Grant Program in response to the California Drought, Water, Parks, Climate, Coastal Protection, And Outdoor Access For All Act Of 2018 (Proposition 68). Proposition 68 amended the California Water Code (CWC) to add Section 80132(g) authorizing the Legislature to appropriate funds to CDFW to fund projects to improve conditions for fish and wildlife in streams, rivers, wildlife refuges, wetland habitat areas, and estuaries. Section 80008(a)(2) requires that at least 15 percent of the funds available shall be allocated for projects serving severely disadvantaged communities (SDAC).

Pursuant to Fish and Game Code Section 1501.5(b), Grantor is authorized to enter into this grant agreement (Agreement) and to make an award to Humboldt County (Grantee) for the purposes set forth herein. Grantee accepts the grant on the terms and conditions of this Agreement. Accordingly, Grantor and Grantee (Parties) hereby agree as follows:

SECTION 2 – GRANT AWARD

- 2.01 Grant:** In accordance with the terms and conditions of this Agreement, Grantor shall provide Grantee with a maximum of \$1,084,237 (Grant Funds) to financially support and assist Grantee's implementation of Redwood Creek Estuary CAP 1135 Ecosystem Restoration Feasibility Study (Project).
- 2.02 Term:** The term of this Agreement is March 2, 2024, or upon Grantor approval, whichever is later, through March 15, 2026 (Agreement Term).

Q2396046
HUMBOLDT COUNTY

SECTION 3 – ELIGIBLE USES OF GRANT

Only Grantee expenditures that are necessary to implement the Project, comply with applicable federal and State of California law, and made in accordance with this Agreement are eligible for reimbursement from the Grant Funds.

SECTION 4 – GRANTEE’S REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants to Grantor as follows:

- 4.01 Existence and Power:** Grantee is a public entity validly existing and in good standing under the laws of California. Grantee has full power and authority to transact the business in which it is engaged and full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.
- 4.02 Binding Obligation:** This Agreement has been duly authorized, executed, and delivered on behalf of Grantee and constitutes the legal, valid, and binding obligation of Grantee, enforceable in accordance with the Agreement’s terms.

SECTION 5 – GENERAL TERMS

- 5.01 Purpose:** This Agreement is entered into by the Parties for the purpose of providing financial support to Grantee to complete the Project, specifically the activities identified within Section 6 - Project Statement.
- 5.02 Project:** Grantee shall complete the Project as set forth in Section 6 - Project Statement.
- 5.03 General Grant Provisions:** Public Entities General Grant Provisions (Exhibit 1.a) and Notice of Economic Sanctions (Exhibit 3) are attached hereto and made a part of this Agreement.
- 5.04 Amendments; Budget Revisions:** Grantee shall submit any request to amend any term of this Agreement in writing to the CDFW Grant Manager. Grantee must include an explanation of and justification for any such request. This Agreement may only be amended in accordance with Section 2 of Exhibit 1.a, except that the CDFW Grant Manager may approve via email proposed revisions to the Budget (as defined in Section 9.01) to shift budgeted funds between existing line items or categories when those proposed revisions meet all the following requirements:
- Are consistent with the Project as detailed in Section 6 - Project Statement;
 - Do not increase the total amount of Grant Funds;
 - Do not, in the aggregate, transfer more than 10% of the Grant Funds relative to the initial Budget in this Agreement or the Budget in an amendment to this Agreement executed in accordance with Section 2 of Exhibit 1.a. An amendment executed in accordance with Section 2 of Exhibit 1.a will reset the 10% threshold.

Q2396046
HUMBOLDT COUNTY

5.05 Acknowledgement of Credit: Grantee shall include signage, to the extent practicable, informing the public that the Project received funds through the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 (Proposition 68, PRC § 80132). Further, Grantee shall include appropriate acknowledgement of credit to the Habitat Improvement Grant Program - SDAC and its implementing agency, the California Department of Fish and Wildlife, for Grantor's financial support when using any data and/or information developed under this Agreement (e.g., in posters, reports, publications, presentations).

SECTION 6 – PROJECT STATEMENT

6.01 Introduction: The Redwood Creek Flood Control Project leveed the lower 3.4 miles of Redwood Creek. Estuarine habitat, floodplain connectivity, riparian vegetation, and geomorphic processes were impacted. The purpose of this Project is to reestablish ecological processes in the estuary necessary to recover threatened salmonid species while protecting agricultural land. Alternatives will be developed in a Feasibility Study prepared in collaboration with the U.S. Army Corps of Engineers (USACE) and stakeholders.

The USACE has initiated a Project for restoring the Redwood Creek estuary under the Continuing Authorities Program (CAP) Section 1135. In partnership with landowners and stakeholders, Humboldt County seeks the required 50:50 non-Federal cost-share for the Feasibility Study phase. The objectives of the Project are to reestablish hydraulic, sediment transport, and floodplain processes necessary to restore and sustain ecological functions in lower Redwood Creek and recover threatened salmonids while protecting surrounding agricultural land. Three preliminary Alternatives were formulated in the USACE's Federal Interest Determination. All alternatives include modifying the levees and reestablishing South Slough as the primary flow path of Redwood Creek. Alternatives vary based on proposed changes to the conditions of the north and south levees and floodplain areas. Additional combinations of project elements will be evaluated and refined. If a feasible project is identified, the USACE will fund 75% of the design and construction phases.

6.02 Objectives: Specific objectives of this Project are to complete an Ecosystem Restoration Feasibility Study with alternatives to:

1. Remove approximately 2,500 ft and 1,700 ft of levees along the north and south banks, respectively,
2. Restore flow to the abandoned South Slough mainstem, expanding mainstem open-water habitat by 2,000 linear feet (17 acres),
3. Recreate a 12 acre deep-water lagoon at the mouth of Redwood Creek,
4. Reconnect Strawberry Creek, North Slough, and Sand Cache Creek to the mainstem to provide fish access to 10.5 acres of high quality estuarine and brackish marsh habitat,

Q2396046
HUMBOLDT COUNTY

5. Create 4 acres of off-channel pond habitat for juvenile salmonids and waterfowl,
6. Protect 160 acres of agricultural lands.

Section 6.03.4 Project Implementation will spell out specific tasks associated with these objectives.

6.03 Project Description:

6.03.1 Location: The Project is located on approximately 160 acres of privately-owned and publicly-owned land located at the Redwood Creek estuary, latitude 41.292695 and longitude -124.089548 in Humboldt County, California (Project Site).

6.03.2 Materials and Equipment: Equipment purchases must comply with Section 19 of Exhibit 1.a. All materials and equipment are included in subcontractor costs or will be provided as cost share by Grantee.

6.03.3 Project Implementation: Consistent with Grantee's proposal for the Project, Grantee will complete the following tasks in accordance with Section 6.03.4 – Schedule of Due Dates and Deliverables:

Task 1 – Project Management and Administration

Grantee will provide technical and administrative services associated with implementation of the Project, including managing this Agreement, assuring all permits are finalized, administering subcontracts, invoicing, and payments, drafting, and finalizing progress and final reports, and data management.

Task 2 – Stakeholder Engagement

Grantee and CalTrout will co-lead engagement with project partners and outreach with interested parties. Grantee will engage with the USACE Project Development Team (PDT) including federal and Tribal stakeholders with technical expertise of coastal estuary restoration in plan formulation and review. Grantee and CalTrout will engage the Stakeholder Group Steering Committee, to integrate landowner interests and Tribal knowledge and perspectives into planning decisions.

Deliverables: schedule, agendas, and meeting notes for PDT and Steering Committee meetings.

Task 3 – Feasibility Study Report

Grantee and USACE PDT will conduct a feasibility study, identify, and analyze at least three project Alternatives, and conduct civil design and hydraulic analyses to develop a Draft and Final Integrated Feasibility Study Report, which will provide the basis for final project design, permitting, and implementation. Grantee and USACE will (1) identify

Q2396046
HUMBOLDT COUNTY

project elements that meet ecosystem restoration design objectives, then assess and analyze the efficacy of these project elements; (2) will develop a Draft Integrated Feasibility Report summarizing engineering design elements for agency technical and public review, then develop documentation for NEPA compliance; and (3) will develop a Final Integrated Feasibility Report summarizing project elements and engineering design elements. Final NEPA documentation will be included in the Final Integrated Feasibility Report.

Deliverables: Tentatively Selected Plan; Draft Integrated Feasibility Report and supporting technical appendices; Final Integrated Feasibility Report.

Task 4 – CEQA and Permitting Strategy

Grantee will assess alternative pathways for CEQA compliance, then select and scope a preferred CEQA pathway. Grantee will identify all required federal, state, and local permit authorizations for regulatory compliance and scope a permit compliance pathway.

Deliverables: Technical memorandum and documentation for proposed CEQA and Permitting Strategy.

6.03.4 Schedule of Due Dates and Deliverables:

| <u>Task</u> | <u>Description</u> | <u>Deliverables</u> | <u>Estimated Completion Dates</u> |
|--------------------|---------------------------------------|---------------------------------|--|
| 1 | Project Management and Administration | Quarterly Progress Reports | Due within 30 days following each calendar quarter (March, June, September, December) following grant execution. |
| | | Quarterly Invoices | Due within 30 days following each calendar quarter (March, June, September, December) after grant execution. |
| | | Copies of Executed Subcontracts | With Quarterly Reports |
| | | Final Progress Report | March 15, 2026 |

Q2396046
HUMBOLDT COUNTY

| <u>Task</u> | <u>Description</u> | <u>Deliverables</u> | <u>Estimated Completion Dates</u> |
|--------------------|------------------------------|--|---|
| | | Final Invoice | Example: Due no later than 45 days after the Agreement Term end date, March 15, 2026. |
| 2 | Stakeholder Engagement | Schedule, agendas, and meeting notes for PDT and Steering Committee meetings | With Quarterly Reports |
| 3 | Feasibility Study Report | Tentatively Selected Plan Draft Integrated Feasibility Report and supporting technical appendices. Final Integrated Feasibility Report | August 30, 2024 January 31, 2025 July 31, 2025 |
| 4 | CEQA and Permitting Strategy | Technical memorandum and documentation for proposed CEQA and Permitting Strategy | 6/30/2025 |

SECTION 7 – CONTACTS

A point of contact may be changed at any time by either party by providing a 10 day advance written notice to the other party. The Parties hereby designate the following points of contact during the Agreement Term:

| CDFW Grant Manager: | | Grantee Project Manager: | |
|----------------------------|---|---------------------------------|-----------------------------------|
| Name: | Daniel Burmester | Name: | Hank Seemann |
| Title: | Senior Environmental Scientist | Title: | Public Works Deputy-Director |
| Address: | P.O. Box 944209 Sacramento, CA 94244-2090 | Address: | 1106 2nd Street, Eureka, CA 95501 |
| Phone: | 916-594-3734 | Phone: | 707-445-7741 |
| Email: | Daniel.Burmester@wildlife.ca.gov | Email: | HSeemann@co.humboldt.ca.us |

Direct all administrative inquiries to:

| CDFW Grant Coordinator: | | Grantee Project Coordinator: | |
|--------------------------------|----------------------|-------------------------------------|--------------|
| Name: | Ariel Boone-Worthman | Name: | Hank Seemann |

Q2396046
HUMBOLDT COUNTY

| | | | |
|-----------------|---|-----------------|-----------------------------------|
| Title: | Assoc. Govt. Program Analyst | Title: | Public Works Deputy-Director |
| Address: | P.O. Box 944209 Sacramento, CA 94244-2090 | Address: | 1106 2nd Street, Eureka, CA 95501 |
| Phone: | 916-594-3724 | Phone: | 707-445-7741 |
| Email: | Ariel.Boone-Worthman@Wildlife.ca.gov | Email: | hseemann@co.humboldt.ca.us |

SECTION 8 – REPORTS

8.01 Progress Reports: Grantee shall submit quarterly progress reports that comply with the requirements below to the CDFW Grant Manager. The CDFW Grant Manager will provide Grantee with progress report templates.

Requirements:

1. Grantee name, the Project title, this Agreement number, and dates progress report covers;
2. Activities and tasks performed and/or completed, a summary of progress to date including progress since the last report, and a brief outline of upcoming work scheduled for the subsequent quarter;
3. Documentation of all subcontractor activities;
4. Updates on progress towards meeting Project objectives, output and outcome performance measures;
5. Document delivery of any intermediate work products;
6. Costs incurred during the subject period, total of costs incurred to date, and the remaining balance;
7. Any problems encountered while performing the tasks and proposed solutions, timeline for resolution, and status of previously unresolved problems; and
8. Grantee must submit quarterly Progress Reports electronically in PDF or Microsoft Word compatible format and conform to the templates provided by the CDFW Grant Manager.

8.02 Final Progress Report: Grantee must submit Final Progress Report electronically to the CDFW Grant Manager by the dates listed in Section 6.03.6 – Schedule of Due Dates and Deliverables. The Final Progress Report must summarize the life of the Agreement and describe the work and results pursuant to Section 6 - Project Statement, as well as summarize the Project's accomplishments consistent with the project's objectives. Grantee shall include a Final Invoice (as defined in Section 9.02.2 of this Agreement) with the Final Progress Report. The CDFW Grant Manager will provide Grantee a final progress report template.

8.03 Document Accessibility: Grantee must submit all documentation required as part of this agreement to the CDFW Grant Manager in a format that meets web content accessibility standards (<https://www.wildlife.ca.gov/Accessibility>).

Q2396046
HUMBOLDT COUNTY

SECTION 9 – BUDGET AND PAYMENT

- 9.01 Budget Details and Funding Summary:** Grantor will provide an amount not to exceed \$1,084,237 as detailed in the Line Item Budget Detail (Budget) below. Grantee will provide \$1,084,237 in funds or in-kind services as cost share to complete the tasks described in Section 6 – Project Statement. Other funders will provide up to \$870,000 in funds or in-kind services as cost share to complete tasks described in Section 6 - Project Statement. Grantee will provide Grantor accurate records of all cost share with the Final Invoice.

| Line Item Budget Detail | |
|---|-----------------------|
| A. PERSONNEL SERVICES | |
| Public Works Deputy-Director (Project Manager) | \$73,500.00 |
| Business Manager | \$2,464.00 |
| Administrative Analyst | \$3,486.72 |
| Senior Environmental Analyst | \$9,329.75 |
| Subtotal Personnel Services | \$88,780.47 |
| Staff Benefits | \$0.00 |
| Subtotal Personnel Services | \$88,780.47 |
| B. OPERATING EXPENSES: GENERAL | |
| Travel (Not to exceed State reimbursement rates) | \$580.50 |
| Subtotal Operating Expenses: General | \$580.50 |
| C. OPERATING EXPENSES: SUBCONTRACTORS | |
| USACE | \$738,900.00 |
| CalTrout | \$85,512.00 |
| Yurok | \$156,528.00 |
| Subtotal Operating Expenses: Subcontractors | \$980,940.00 |
| D. OPERATING EXPENSES: EQUIPMENT | |
| None | \$0.00 |
| Subtotal Operating Expenses: Equipment | \$0.00 |
| E. INDIRECT COSTS | |
| Indirect Charge Rate 8.5% (Applies to Sections A + B, and the first \$25K of each subcontractor) | \$13,936.03 |
| F. GRAND TOTAL (A+B+C+D+E) | \$1,084,237.00 |

9.02 Payment Provisions

- 9.02.1 Disbursements:** Grantor will disburse Grant Funds to Grantee not more frequently than quarterly in arrears, upon receipt of an original itemized invoice and any required mandatory documentation as identified in Section 6.03.6 – Schedule of Due Dates and Deliverables.

Disbursements will be mailed to the following Grantee address:

Q2396046
HUMBOLDT COUNTY

| | |
|----------------------|--|
| Grantee Name: | Humboldt County |
| Attention: | Shannon Falk-Carlson |
| Address: | County of Humboldt, 1106 2 nd Street, Eureka, CA, 95501 |

9.02.2 Invoice Documentation: Each invoice for payment must be accompanied by a written description, not to exceed two pages in length, of Grantee's performance under this Agreement since the time the previous such report was prepared. The report shall describe the types of activities and specific accomplishments during the period for which the payment is being made rather than merely listing the number of hours worked during the reporting period. The report may be in the form of a Quarterly Progress Report. The final invoice must include a budget summary of all cost share expenditures by fund source, as applicable (Final Invoice). The CDFW Grant Manager will provide Grantee with a sample invoice template. The Final Invoice is due in accordance with Section 6.03.6 – Schedule of Due Dates and Deliverables. The invoice package must be submitted electronically to the CDFW Grant Manager.

Requirements: The invoice shall contain the following information:

1. The word "Invoice" should appear in a prominent location at the top of the page(s);
2. Printed name of Grantee on company letterhead;
3. Grantee's business address, including P.O. Box, City, State, and Zip Code;
4. Name the CDFW Watershed Restoration Grants Branch as the entity being billed;
5. The invoice date and the time period covered; i.e., the term "from" and "to";
6. This Agreement number and the sequential number of the invoice (i.e., Q2396046-Invoice 1);
7. The invoice must be itemized using the categories and following the format of the Budget;
8. The total amount due. This should be in a prominent location in the lower right-hand portion of the last page and clearly distinguished from other figures or computations appearing on the invoice. The total amount due shall include all costs incurred by Grantee under the terms of this Agreement;
9. The original signature of Grantee; and
10. Grantee must provide supporting documentation for the invoice and actual receipts.

Q2396046
HUMBOLDT COUNTY

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of Grantor date set forth below the signature.

AUTHORIZED AGENT FOR GRANTEE

By:
Signature: _____
Printed Name: Hank Seemann
Title: Public Works Deputy-Director
Date: _____

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

By:
Signature: _____
Printed Name: Matt Wells
Title: Chief, Watershed Restoration Grants Branch
Date: _____

This Agreement is exempt from DGS-OLS approval, per SCM 4.06.



CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
EXHIBIT 1a – PUBLIC ENTITIES GENERAL GRANT PROVISIONS

Q2396046
HUMBOLDT COUNTY

1. **APPROVAL**: This Agreement is of no force or effect until signed by both Parties. Grantee shall not incur any costs in reliance on this Agreement until this Agreement has been signed by both Parties.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties. Only persons duly authorized to sign an amendment on behalf of CDFW may do so. No oral understanding or agreement not incorporated in this Agreement is binding on either of the Parties.
3. **ASSIGNMENT**: This Agreement is not assignable by Grantee, either in whole or in part, without written approval from CDFW.
4. **AUDIT**: Grantee agrees that CDFW, the Department of Finance (“**DOF**”), Department of General Services (“**DGS**”), California State Auditor’s Office (“**CSA**”), or their designated representatives shall have the right to review and to copy any records and supporting documentation related to the performance of this Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three years after CDFW’s final payment to Grantee pursuant to this Agreement, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

Further, Grantee agrees to include the following term or a substantially similar term in any subcontract related to performance of this Agreement:

Subcontractor agrees that CDFW, the Department of Finance, Department of General Services, California State Auditor’s Office, or their designated representatives shall have the right to review and to copy any records and supporting documentation related to the performance of this agreement. Subcontractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated. Subcontractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Subcontractor agrees to put a substantially similar term in any subcontract it executes with another entity related to the performance of this agreement.

5. **INDEMNIFICATION**: Grantee agrees to indemnify, defend, and save harmless the State of California (“**State**”) and CDFW and their officers, agents, and employees from any and all claims and losses accruing or resulting to any and all subcontractors, suppliers, laborers, and any other person, firm, or corporation 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 who may be injured or damaged by Grantee in the performance of this Agreement.

CDFW agrees to indemnify, defend, and save harmless Grantee and its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all subcontractors,



CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
EXHIBIT 1a – PUBLIC ENTITIES GENERAL GRANT PROVISIONS

Q2396046
HUMBOLDT COUNTY

suppliers, laborers, and any other person, firm, or corporation 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 who may be injured or damaged by CDFW in the performance of this Agreement but, collectively, only in proportion to and to the extent that such claims or losses are caused by or result from the negligent or intentional acts or omissions of CDFW or its officers, agents, and employees.

6. **DISPUTES**: Grantee shall continue with its responsibilities under this Agreement during any dispute.
7. **INDEPENDENT CONTRACTOR**: Grantee, and the agents and employees of Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of CDFW. Grantee acknowledges and promises that CDFW is not acting as an employer to any individuals furnishing services or work on the Project pursuant to this Agreement.
8. **NON-DISCRIMINATION CLAUSE**: During the performance of this Agreement, Grantee shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition, marital status, age (over 40), sex, sexual orientation, or use of family-care leave, medical-care leave, or pregnancy-disability leave. Grantee shall take affirmative action to ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination and harassment. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Grantee shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 (a-f) et seq.) and applicable regulations (California Code of Regulations, Title 2, Section 7285 et seq.). The regulations of the Fair Employment and Housing Commission regarding Contractor Nondiscrimination and Compliance (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations) are incorporated by reference into this Agreement. Grantee shall give written notice of its obligations under this non-discrimination clause to labor organizations with which Grantee has a collective bargaining or other agreement and shall post in conspicuous places available to employees and applicants for employment notice setting forth the provisions of this Section 8.

Further, Grantee agrees to include the following term or a substantially similar term in any subcontract related to performance of this Agreement:

During the performance of this agreement, Subcontractor shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition, marital status, age (over 40), sex, sexual orientation, or use of family-care leave, medical-care leave, or pregnancy-disability leave. Subcontractor shall take affirmative action to ensure that the evaluation and treatment of its employees and applicants for employment



CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
EXHIBIT 1a – PUBLIC ENTITIES GENERAL GRANT PROVISIONS

Q2396046
HUMBOLDT COUNTY

are free of such discrimination and harassment. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Subcontractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 (a-f) et seq.) and applicable regulations (California Code of Regulations, Title 2, Section 7285 et seq.). The regulations of the Fair Employment and Housing Commission regarding Contractor Nondiscrimination and Compliance (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations) are incorporated by reference into this agreement. Subcontractor shall give written notice of its obligations under this non-discrimination clause to labor organizations with which Subcontractor has a collective bargaining or other agreement and shall post in conspicuous places available to employees and applicants for employment notice setting forth the provisions of this section. Subcontractor agrees to put a substantially similar term in any subcontract it executes with another entity related to the performance of this agreement.

- 9. UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the Parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
- 10. REGULATORY COMPLIANCE:** Grantee's implementation of the Project must comply with all applicable federal, state, and local government statutes, laws, regulations, codes, ordinances, orders, or other governmental and quasi-governmental requirements that apply to the Project (including its planning, construction, management, monitoring, operation, use, and maintenance). The costs associated with such regulatory compliance may be reimbursed under this Agreement only to the extent authorized by the Budget Detail and Funding Summary section of this Agreement.

Grantee's implementation of the Project must comply with the California Labor Code. Projects funded in whole or in part with CDFW grant funds may be public works projects under the Labor Code. (See Section 1720 et seq.) Labor Code compliance may require the payment of prevailing wage. Grantee is responsible for Labor Code compliance, and CDFW cannot provide advice about Labor Code compliance.

Grantee's implementation of the Project must comply with the California Business and Professions Code. Grantee shall be responsible for obtaining the services of an appropriately licensed professional if required by the Business and Professions Code, including but not limited to Section 6700 et seq. (Professional Engineers Act) and Section 7800 et seq. (Geologists and Geophysicists Act). CDFW cannot provide advice about Business and Professions Code compliance.

- 11. RIGHTS IN DATA:** Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement, are subject to the rights of CDFW as set forth in this Section 11. CDFW shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work



CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
EXHIBIT 1a – PUBLIC ENTITIES GENERAL GRANT PROVISIONS

Q2396046
HUMBOLDT COUNTY

is copyrightable, Grantee may copyright the same, except that, as to any work which is copyrighted by Grantee, CDFW reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

- 12. CONTINGENT FUNDING:** It is mutually understood between the Parties that this Agreement may have been written before ascertaining the availability of State appropriation of funds for the mutual benefit of both Parties in order to avoid program and fiscal delays which would occur if this Agreement were executed after that determination was made.

This Agreement is valid and enforceable only if sufficient funds are made available pursuant to the California State Budget Act for the fiscal year(s) covered by this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the State Legislature of any statute enacted by the Legislature which may affect the provisions, terms, or funding of this Agreement in any manner.

If the Legislature does not appropriate sufficient funds for this Agreement, CDFW may terminate this Agreement in accordance with Section 13 of this Exhibit 1.a or amend this Agreement to reflect any reduction of funds.

13. RIGHT TO TERMINATE:

- a. This agreement may be terminated by mutual consent of both Parties or by any Party upon 30 days written notice and delivered in person, USPS First Class Mail, or electronic transmission.
- b. In the event of termination of this Agreement, Grantee shall immediately provide CDFW an accounting of all Grant Funds received under this Agreement.
- c. Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either Party already incurred prior to such termination. CDFW shall reimburse Grantee for all allowable and reasonable costs incurred by Grantee for the Project, including foreseeable and uncancellable obligations. Upon notification of termination from CDFW, Grantee shall make reasonable efforts to limit any outstanding financial commitments.

14. USE OF SUBCONTRACTOR(S): If Grantee desires to accomplish part of the Project through the use of one or more subcontractors, the following conditions must be met:

- a. Grantee shall submit any subcontracts to CDFW for inclusion in the grant file;
- b. Agreements between the Grantee and the subcontractor must be in writing;
- c. Subcontracts must include language establishing the audit rights of CDFW, DOF, DGS, CSA, or their designated representatives with respect to subcontractors that complies with Section 4 of this Exhibit 1.a.;
- d. Subcontracts must include non-discrimination clause language with respect to subcontractors that complies with Section 8 of this Exhibit 1.a; and
- e. Upon termination of any subcontract, the CDFW Grant Manager shall be notified immediately, in writing.



CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
EXHIBIT 1a – PUBLIC ENTITIES GENERAL GRANT PROVISIONS

Q2396046
HUMBOLDT COUNTY

- 15. POTENTIAL SUBCONTRACTOR(S):** Nothing contained in this Agreement or otherwise shall create any contractual relation between CDFW and any of Grantee's subcontractor(s) and no subcontract shall relieve Grantee of its responsibilities and obligations hereunder. Grantee agrees to be as fully responsible to CDFW for the acts and omissions of its subcontractor(s) and of persons directly employed or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Grantee. Grantee's obligation to pay its subcontractor(s) is an independent obligation from CDFW's obligation to make payments to Grantee. As a result, CDFW shall have no obligation to pay or to enforce the payment of any monies to any of Grantee's subcontractors.
- 16. TRAVEL AND PER DIEM:** If the reimbursement of travel or per diem costs are authorized by this Agreement, such costs shall be reasonable and not exceed those amounts identified in the California Department of Human Resources travel reimbursement guidelines. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the CDFW Grant Manager.
- 17. LIABILITY INSURANCE :** Unless otherwise specified in this Agreement, when Grantee submits a signed Agreement to CDFW, Grantee shall also furnish to CDFW either proof of self-insurance or a certificate of insurance stating that there is liability insurance presently in effect for Grantee of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. Grantee agrees to make the entire insurance policy available to CDFW upon request.

The certificate of insurance will include provisions a, b, and c, in their entirety:

- a. The insurer will not cancel the insured's coverage without 30-days prior written notice to CDFW;
- b. The State and CDFW and their officers, agents, employees, and servants are included as additional insured, insofar as the operations under this Agreement are concerned; and
- c. CDFW will not be responsible for any premiums or assessments on the policy.

Grantee agrees that the liability insurance herein provided for, shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Grantee agrees to provide, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement, or for a period of not less than one year. New certificates of insurance are subject to the approval of CDFW, and Grantee agrees that no work or services shall be performed prior to CDFW giving such approval. In the event Grantee fails to keep in effect, at all times, insurance coverage as herein provided, CDFW may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

CDFW will not provide for, nor compensate Grantee for any insurance premiums or costs for any type or amount of insurance. The insurance required above, shall cover all Grantee supplied personnel and equipment used in the performance of this Agreement. If subcontractors performing



CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
EXHIBIT 1a – PUBLIC ENTITIES GENERAL GRANT PROVISIONS

Q2396046
HUMBOLDT COUNTY

work for Grantee under this Agreement cannot provide to Grantee either proof of self-insurance or a certificate of insurance stating that the subcontractor has liability insurance of not less than \$1,000,000 per occurrence for bodily injury or property damage liability combined, then Grantee's liability insurance shall provide such coverage for the subcontractor.

- 18. GRANTEE STAFF REQUIREMENTS:** Grantee represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have any contractual relationship with CDFW.
- 19. EQUIPMENT PURCHASES:** For purposes of this Agreement, “**Equipment**” means tangible personal property having a useful life of four years, and “**Major Equipment**” means Equipment with a unit cost of \$5,000 or more. The unit cost includes the purchase price plus all costs to acquire, install, and prepare the equipment for its intended use. Grantee may purchase Major Equipment under this Agreement only when a specific type Major Equipment is listed in the Budget Details and Funding Summary section of this Agreement. This restriction on the purchase of Major Equipment does not include the lease or rental of Major Equipment. Grantee shall own all Equipment purchased under this Agreement; CDFW does not claim title or ownership to such Equipment. Grantee shall keep, and make available to CDFW upon CDFW's request, appropriate records of all Equipment purchased with Grant Funds. Equipment purchased by Grantee outside the term of this Agreement is not eligible for reimbursement by CDFW under this Agreement.

When Grantee submits an invoice to CDFW for reimbursement of Major Equipment purchase costs, that invoice must include a receipt listing the purchase price of the Major Equipment and the serial number and model number of the Major Equipment. That invoice must also include the location, including street address, where the Major Equipment will be used during the term of this Agreement.

- 20. GRANTEE'S PROCUREMENT OF GOODS AND/OR SERVICES:** Grantee's process for procuring goods or services to carry out the Project under this Agreement must reasonably ensure that Grantee is making sound business decisions.
- 21. DRUG-FREE WORKPLACE CERTIFICATION:** Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:
- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about all of the following:
 1. the dangers of drug abuse in the workplace;
 2. the person's or organization's policy of maintaining a drug-free workplace;
 3. any available counseling, rehabilitation, and employee assistance programs; and,
 4. penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed Agreement will:
 1. receive a copy of the company's drug-free policy statement; and



CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
EXHIBIT 1a – PUBLIC ENTITIES GENERAL GRANT PROVISIONS

Q2396046
HUMBOLDT COUNTY

2. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of disbursements under this Agreement or termination of the Agreement or both, and Grantee may be ineligible for award of any future State agreements if CDFW determines that any of the following has occurred: (1) Grantee has made false certification or (2) Grantee has violated the certification by failing to carry out the requirements as noted above.

22. **UNION ORGANIZING:** Grantee acknowledges the applicability to this Agreement of Government Code Sections 16645 through 16649, and certifies that:
 - a. No Grant Funds disbursed pursuant to this Agreement will be used to assist, promote, or deter union organizing;
 - b. Grantee shall account for Grant Funds disbursed for a specific expenditure pursuant to this Agreement to show those funds were allocated to that expenditure;
 - c. Grantee shall, where Grant Funds are not designated as described in Section 22(b) above, allocate, on a pro-rata basis, all disbursements that support the grant program; and
 - d. If Grantee makes expenditures to assist, promote, or deter union organizing, Grantee will maintain records sufficient to show that no Grant Funds were used for those expenditures and shall provide those records to the Attorney General upon request.
23. **GOVERNING LAW:** This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.



CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
EXHIBIT 3 – NOTICE OF ECONOMIC SANCTIONS

Grant Agreement Number: Q2396046

Grantee Name: Humboldt County

Grantee and its subcontractor(s), collectively referred to as “Grantee”, shall follow Federal, State, and local orders, guidelines and directives, and CDFW policies related to any Executive Order (EO) issued by the Governor of the State of California regarding economic sanctions.

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 grants with, and to refrain from entering any new grants with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine 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 State shall provide Grantee advance written notice of such termination, allowing Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.