

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
STANTEC CONSULTING SERVICES, INC.
FOR FISCAL YEARS 2021-2022 THROUGH 2022-2023**

This Agreement, entered into this ___ day of _____, 2022, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Stantec Consulting Services, Inc., a New York corporation, hereinafter referred to as "CONSULTANT," is made upon the following considerations:

WHEREAS, COUNTY, by and through its Department of Public Works – Environmental Services Division, has agreed to receive grant funding from the California Wildlife Conservation Board pursuant to Grant Agreement No. WC-2157AB, dated October 22, 2021 ("Grant Agreement"); and

WHEREAS, CONSULTANT is intended to receive an allocation of grant funding from COUNTY pursuant to said Grant Agreement ("Grant Funds") for the provision of services pertaining to implementation of the Water Management Plan for Utilization of Humboldt County Contract Water Project ("Project") as set forth in the Grant Agreement; and

WHEREAS, the parties acknowledge that COUNTY is relying on CONSULTANT's performance hereunder in order for COUNTY to comply with its commitments under the Grant Agreement; and

WHEREAS, the parties desire to enter into an agreement which sets forth each party's rights and responsibilities regarding the completion and administration of the Project.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. RIGHTS AND RESPONSIBILITIES OF CONSULTANT:

- A. Project Implementation. CONSULTANT shall utilize the Grant Funds to provide any and all services necessary to implement the Project in accordance with the terms, conditions, criteria and fiscal requirements set forth in Exhibit A – Scope of Services, Exhibit B – Project Schedule, Exhibit C – Schedule of Rates and Exhibit D – Grant Agreement No. WC-2157AB, which are attached hereto and incorporated herein by reference as if set forth in full. In utilizing such funding, CONSULTANT agrees to fully cooperate with the Humboldt County Public Works Director or a designee thereof.
- B. Internal Controls. CONSULTANT shall maintain any and all appropriate internal financial controls over the Grant Funds received and disbursed pursuant to the terms and conditions of this Agreement, including, without limitation, procedures for authorizing disbursements and tracking expenditures of Grant Funds.
- C. Provision of Relevant Information. CONSULTANT shall cooperate with COUNTY in completing progress reports and other documents pertaining to implementation of the Project, including, without limitation, providing, in a timely manner, any and all requested information regarding the services provided pursuant to the terms and conditions of this Agreement.
- D. Project Access. CONSULTANT shall provide COUNTY, and any representatives thereof, access to any and all documents, work sites and other areas associated with the Project that is needed to confirm CONSULTANT's compliance with the terms and conditions of this

Agreement.

- E. Recognition of Grant Funding. CONSULTANT shall identify the California Wildlife Conservation Board as a support organization in any and all informational materials relating to implementation of the Project.

2. RIGHTS AND RESPONSIBILITIES OF COUNTY:

- A. Provision of Necessary Data and Support. COUNTY shall provide CONSULTANT with information and administrative support necessary for CONSULTANT to complete the Project in accordance with the terms and conditions of this Agreement.
- B. COUNTY Representative. COUNTY shall designate a representative with complete authority to transmit instructions and information, receive correspondence, interpret policy and define decisions related to the services provided pursuant to the terms and conditions of this Agreement. COUNTY's representative shall have overall charge and responsibility of COUNTY's activities and obligations with respect to the Project. All correspondence pertaining to the performance of CONSULTANT's duties and obligations hereunder shall be submitted to COUNTY's representative in accordance with the notice requirements set forth herein.
- C. Review of Submitted Materials. COUNTY shall thoroughly review any and all reports, proposals and other documents prepared and submitted pursuant to the terms and conditions of this Agreement. COUNTY shall provide CONSULTANT with a written response pertaining to the review of documents submitted by CONSULTANT within two (2) weeks from the receipt thereof.
- D. Remedies. In the event CONSULTANT violates any provision of this Agreement that results in a violation of the Grant Agreement, COUNTY may take any and all appropriate measures to mitigate any damages COUNTY will incur as a result thereof, including, without limitation, performing any services required hereunder. CONSULTANT shall be liable for any and all costs incurred by COUNTY in connection with any such violation of this Agreement or the Grant Agreement.

3. TERM:

This Agreement shall begin on [REDACTED] [REDACTED], 2022 and shall remain in full force and effect until June 30, 2023, unless extended by a valid amendment hereto or sooner terminated as set forth herein.

4. TERMINATION:

- A. Termination for Cause. Either party may, in its reasonable discretion, immediately terminate this Agreement, upon written notice, if the other party fails to adequately perform its obligations hereunder, fails to comply with the terms or conditions set forth herein, or violates any local, state or federal laws, regulations, policies, procedures, guidelines or standards applicable to its performance hereunder.
- B. Termination without Cause. COUNTY may terminate this Agreement without cause upon thirty (30) calendar days advance written notice which states the effective date of the termination.
- C. Termination due to Insufficient Funding. COUNTY's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Agreement

shall be terminated. COUNTY shall provide CONSULTANT seven (7) calendar days advance written notice of its intent to terminate this Agreement due to insufficient funding.

- D. Compensation upon Termination. In the event this Agreement is terminated, CONSULTANT shall be entitled to compensation for uncompensated services provided hereunder through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this Agreement by CONSULTANT.

5. REMITTANCE OF GRANT FUNDS:

- A. Maximum Amount Payable. COUNTY shall remit Grant Funds to CONSULTANT in an amount not to exceed a total sum of Four Hundred Thousand Dollars (\$400,000.00) as full compensation for any and all services provided, and eligible costs and expenses incurred, pursuant to the terms and conditions of this Agreement. CONSULTANT hereby agrees to complete any and all of the activities, objectives and deliverables set forth in this Agreement for an amount not to exceed such maximum amount payable. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable hereunder or terminate this Agreement as provided herein.
- B. Rate of Compensation. The specific rates and costs applicable to this Agreement are set forth in Exhibit C – Schedule of Rates.
- C. Additional Services. Any additional services not otherwise set forth herein shall not be provided by CONSULTANT, or compensated by COUNTY, unless specifically authorized in writing by COUNTY. Any and all unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CONSULTANT. CONSULTANT shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CONSULTANT estimates that the maximum payable amount will be reached.

6. DISBURSEMENT OF GRANT FUNDS:

- A. Invoices. In order to receive disbursement of Grant Funds, CONSULTANT shall submit to COUNTY monthly invoices substantiating the costs and expenses incurred pursuant to the terms and conditions of this Agreement no later than fifteen (15) calendar days after the end of each month in which such services are provided hereunder. CONSULTANT shall submit a final invoice for payment with thirty (30) calendar days following completion of the Project, as set forth in Exhibit A – Scope of Services and Exhibit B – Project Schedule, or termination of this Agreement. Invoices shall be prepared using a format that is substantially similar to Exhibit E – Sample Invoice Form, which is attached hereto and incorporated herein as if set forth in full. Any and all invoices submitted pursuant to the terms and conditions of this Agreement shall be sent to COUNTY electronically at the following address:

COUNTY: Humboldt County Department of Public Works – Environmental Services
Attention: Hank Seemann, Deputy Director
hseemann@co.humboldt.ca.us

- B. Payment. Reimbursement for any and all eligible costs and expenses incurred pursuant to the terms and conditions of this Agreement shall be made by COUNTY within thirty (30) calendar days after receipt of payment from the California Wildlife Conservation Board.
- C. Disbursement Requests. CONSULTANT hereby acknowledges that the eligible costs related to the Project are limited to those set forth in the applicable provisions of Exhibit A – Scope of

Services and Exhibit D – Grant Agreement No. WC-2157AB. CONSULTANT shall not request a disbursement of Grant Funds for any cost until such cost has been incurred, and has been paid, or is due and payable, by CONSULTANT.

- D. Retention of Grant Funds. CONSULTANT acknowledges that COUNTY may withhold disbursement of any Grant Funds that may be necessary to satisfy the retention requirements set forth in the applicable provisions of Exhibit D – Grant Agreement No. WC-2157AB.
- E. Restrictions. Notwithstanding anything to the contrary, no disbursement of Grant Funds shall be required at any time, or in any manner, which:
1. Violates, or conflicts with, the Grant Agreement or any applicable local, state or federal laws, regulations or standards.
 2. Requires any rebates to the federal government pursuant to any applicable local, state or federal laws, regulations or standards.
 3. Results in the loss of the tax-free status of state bonds pursuant to any applicable local, state or federal laws, regulations or standards.
- F. Refunds. If COUNTY is required to refund any disbursement made pursuant to the terms and conditions of this Agreement to the California Wildlife Conservation Board, due to a violation of the Grant Agreement by CONSULTANT, CONSULTANT shall refund to COUNTY such disbursement plus any interest or penalties required to be paid by COUNTY in connection with such refund.
- G. Matching Funds. CONSULTANT hereby acknowledges that it is required to obtain matching funds for the Project as set forth in Exhibit D – Grant Agreement No. WC-2157AB, if applicable.

7. NOTICES:

Any and all notices required to be given pursuant to the terms and conditions of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County Department of Public Works – Environmental Services
Attention: Hank Seemann, Deputy Director
1106 Second Street
Eureka, California 95501

CONSULTANT: Stantec Consulting Services, Inc.
Attention: Mary Paasch, Project Manager
3301 C Street, Suite 900
Sacramento, California 95816

8. REPORTS:

- A. General Reporting Requirements. CONSULTANT hereby agrees to provide COUNTY with any and all reports that may be required by any local, state and federal agencies for compliance with this Agreement. CONSULTANT shall submit one (1) electronic copy of any and all reports required pursuant to the terms and conditions of this Agreement in a format that complies with the Americans with Disabilities Act and any other applicable local, state and federal accessibility

laws, regulations and standards. Any and all reports required pursuant to the terms and conditions of this Agreement shall be submitted in accordance with any and all applicable timeframes using the format required by the State of California as appropriate.

B. Quarterly Progress Reports. CONSULTANT shall submit to COUNTY quarterly progress reports no later than fifteen (15) days after the end of each calendar quarter. Failure to submit progress reports may be the basis for withholding payments until such reports are received. Any and all progress reports required hereunder shall be prepared in accordance with the applicable provisions of Exhibit A – Scope of Services and Exhibit D – Grant Agreement No. WC-2157AB and include, without limitation, all of the following:

1. A description of any and all services provided, meetings attended, milestones achieved, problems or scheduling issues encountered and costs incurred during the applicable reporting period.
2. The current completion percentage and actual progress versus planned progress as set forth in Exhibit B – Project Schedule and Exhibit D – Grant Agreement No. WC-2157AB.
3. A description of any and all schedule or budget modifications approved by COUNTY during the applicable reporting period.
4. A description of any and all services, activities, meetings and milestones that are anticipated to be accomplished during the next reporting period.
5. Supporting photographic documentation, as appropriate.

9. AUDIT AND RETENTION OF FINANCIAL AND PERFORMANCE RECORDS:

A. Maintenance and Preservation of Records. CONSULTANT hereby agrees to timely prepare accurate and complete financial and performance records, documents and other evidence relating to the services provided pursuant to the terms and conditions of this Agreement, and to maintain and preserve said records for a minimum of seven (7) years after the date of final payment hereunder, or as otherwise required by any and all applicable local, state and federal laws, regulations, policies, procedures, guidelines and standards, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. Such records shall be original entry books with a general ledger itemizing all debits and credits for the services provided pursuant to the terms and conditions of this Agreement.

B. General Audit and Examination Requirements. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONSULTANT, and its subcontractors, related to the services provided pursuant to the terms and conditions of this Agreement, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after the date of final payment hereunder, or as otherwise required by any and all applicable local, state and federal laws, regulations, policies, procedures, guidelines and standards. CONSULTANT hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any other duly authorized local, state and/or federal agencies. CONSULTANT further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any other duly authorized local, state and/or federal agencies. Any and all examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement,

including, without limitation, the costs associated with the administration of this Agreement. Notwithstanding the foregoing, the COUNTY's right to inspect, copy and audit shall not extend to the composition of the CONSULTANT's rates and fees, percentage mark-ups or multipliers, but shall apply only to their application to the applicable units.

- C. Audit Costs. In the event of an audit exception or exceptions related to the services provided pursuant to the terms and conditions of this Agreement, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of the audit. The party responsible for the deficiency shall pay the cost of the audit and the deficiency within thirty (30) days after receiving notice thereof. If the allowable expenditures cannot be determined because CONSULTANT's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed.

10. PROJECT INSPECTION AND MONITORING:

- A. Local, State and Federal Inspection Rights. CONSULTANT shall allow COUNTY, the California Wildlife Conservation Board and any other duly authorized local, state and federal agencies to inspect, examine and audit any and all records, documents, facilities and work sites maintained by CONSULTANT, and its subcontractors hereunder, at any time during normal business hours, for a period of at least seven (7) years after the date of final payment hereunder, or as otherwise required by any and all applicable local, state and federal laws, regulations, policies, procedures, guidelines and standards, in order to evaluate the quality, appropriateness and timeliness of the services provided pursuant to the terms and conditions of this Agreement. For purposes of this provision, "records" and "documents" include, without limitation, any and all physical and electronic records originated or prepared pursuant to CONSULTANT's performance hereunder, including, but not limited to, working papers, reports, financial records and books of account, subcontracts and any other documentation pertaining to the services provided pursuant to the terms and conditions of this Agreement. Upon request, at any time during the above-referenced seven (7) year period, CONSULTANT shall furnish any such record, or copy thereof, to COUNTY, the California Wildlife Conservation Board and any other duly authorized local, state and federal agencies.
- B. Local, State and Federal Monitoring. CONSULTANT hereby agrees that COUNTY, the California Wildlife Conservation Board and any other duly authorized local, state and federal agencies have the right to monitor any and all activities related to its performance hereunder, including, without limitation, the right to review and monitor CONSULTANT's facilities, work sites, records, policies, procedures and overall business operations, at any time, in order to ensure compliance with the terms and conditions of this Agreement. CONSULTANT shall cooperate with a corrective action plan, if deficiencies in CONSULTANT's facilities, work sites, records, policies, procedures or business operations are identified by COUNTY. However, COUNTY is not responsible, and shall not be held accountable, for overseeing or evaluating the adequacy of CONSULTANT's performance hereunder.

11. CONFIDENTIAL INFORMATION:

- A. Disclosure and Use of Confidential information. In the performance of this Agreement, CONSULTANT may receive information that is confidential under local, state or federal law. CONSULTANT hereby agrees to protect any and all confidential information obtained pursuant to the terms and conditions of this Agreement in accordance with any and all applicable local, state and federal laws, regulations, policies, procedures, guidelines and standards. The restrictions on the use and disclosure of confidential information shall not apply to information which:

1. Was known to the CONSULTANT before receipt of same from the COUNTY;
2. Becomes publicly known other than through the CONSULTANT; or
3. Is disclosed pursuant to the requirements of a governmental authority or judicial order, but only to the extent required to comply with the said requirements of the government authority or judicial order.

- B. Continuing Compliance with Confidentiality Requirements. Each party hereby acknowledges that local, state and federal laws, regulations, policies, procedures, guidelines and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving, and that amendment of this Agreement may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the requirements of any and all applicable local, state and federal laws, regulations, policies, procedures, guidelines or standards.
- C. Incorporation of Provisions. The foregoing provisions shall be included in any and all subcontracts relating to the services provided pursuant to the terms and conditions of this Agreement.

12. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this Agreement, CONSULTANT, and its subcontractors, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of: race; religion or religious creed; color; age, over forty (40) years of age; sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by any and all applicable local, state and federal laws, regulations, policies, procedures, guidelines or standards, all as may be amended from time to time. Nothing herein shall be construed to require employment of unqualified persons.
- B. Compliance with Anti-Discrimination Laws. CONSULTANT assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, *et seq.*; California Government Code Sections 4450, *et seq.*; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and Part 60 of Title 41 of the Code of Federal Regulations (“C.F.R.”); and any other applicable local, state or federal laws, regulations, policies, procedures, guidelines or standards, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Sections 8101, *et seq.* of Title 2 of the California Code of Regulations (“C.C.R.”), are incorporated herein by reference as if set forth in full.

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13. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this Agreement, CONSULTANT certifies that is not a Nuclear Weapons Contractor, in that CONSULTANT is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components, as defined by the Nuclear-Free Humboldt County Ordinance. CONSULTANT agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CONSULTANT subsequently becomes a Nuclear Weapons Contractor.

14. DRUG-FREE WORKPLACE CERTIFICATION:

By executing this Agreement, CONSULTANT certifies that it will provide a drug-free workplace in accordance with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350, *et seq.*) by doing all of the following:

- A. Drug-Free Policy Statement. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.
- B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. CONSULTANT'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. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services pursuant to the terms and conditions of this Agreement will:
 - 1. Receive a copy of CONSULTANT's Drug-Free Policy Statement; and
 - 2. Agree to abide by CONSULTANT's Drug-Free Policy as a condition of employment.
- D. Effect of Non-Compliance. Failure to comply with the requirements set forth herein may result in termination of this Agreement and/or ineligibility for award of future contracts.

15. INDEMNIFICATION:

- A. Hold Harmless and Indemnification. CONSULTANT shall hold harmless and indemnify COUNTY, and its officers, officials and employees to the fullest extent permitted by law, and in accordance with California Civil Code Section 2782.8, from and against any and all liabilities, including, without limitation, liability under the Grant Agreement, losses, damages and costs including, but not limited to, reasonable attorney fees and other costs of litigation, to the extent caused by CONSULTANT's negligent performance of the obligations contained herein, except such loss or damage which was caused by the negligence or willful misconduct of COUNTY.

- B. Effect of Insurance. Acceptance of the insurance required by this Agreement shall not relieve CONSULTANT from liability under this provision. This provision shall apply to any and all claims for damages related CONSULTANT's performance hereunder, regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.

16. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and CONSULTANT is not entitled to any rights hereunder, unless certificates of insurance, or other proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

- A. General Insurance Requirements. Without limiting CONSULTANT's indemnification obligations set forth herein, CONSULTANT, and its subcontractors hereunder, shall take out and maintain, throughout the entire term of this Agreement, and any extensions thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities performed pursuant to the terms and conditions of this Agreement by CONSULTANT and its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:

1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one (1) incident, including, without limitation, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles, and be at least as broad as Insurance Service Offices Form Code 1 (any auto).
3. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY and its agents, officers, officials, employees and volunteers.
4. Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than Two Million Dollars (\$2,000,000.00) for each claim (Four Million Dollars (\$4,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which CONSULTANT may be exposed to liability regarding the services provided pursuant to the terms and conditions of this Agreement. CONSULTANT shall require that such coverage be incorporated into its professional services agreements with any other entities retained in connection with this Agreement.

- B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY,

and its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by or on behalf of CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY or its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:

- a. Includes contractual liability.
 - b. Does not contain exclusions as to property damage caused by explosion or collapse of structures or underground damage, commonly referred to as "XCU Hazards."
 - c. Is the primary insurance with regard to COUNTY.
 - d. Does not contain a pro-rata, excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds clause.
2. The above-referenced policies shall not be canceled in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice requirements set forth herein. It is further understood that CONSULTANT shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
 3. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer's liability.
 4. For claims related to this Agreement, CONSULTANT's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CONSULTANT's insurance and will not be used to contribute therewith.
 5. Any failure to comply with the terms and conditions of this Agreement shall not affect the coverage provided to COUNTY or its agents, officers, officials, employees and volunteers.
 6. CONSULTANT shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If CONSULTANT does not keep all required policies in full force and effect, COUNTY may, in addition to any other available remedies, take out the necessary insurance and deduct the cost of said insurance from the monies owed to CONSULTANT under this Agreement.
 7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONSULTANT shall be required to purchase additional coverage to meet the above-referenced aggregate limits.
- C. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms of this Agreement shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

COUNTY: County of Humboldt
Attention: Risk Management
825 Fifth Street, Room 131
Eureka, California 95501

CONSULTANT: Stantec Consulting Services, Inc.
Attention: Mary Paasch, Project Manager
3301 C Street, Suite 900
Sacramento, California 95816

17. LIMITATION OF LIABILITY:

The total amount of all claims COUNTY may have against CONSULTANT under this Agreement or arising from the performance or non-performance of the services required hereunder under any theory of law, including, without limitation, claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to Four Hundred Thousand Dollars (\$400,000.00). Neither COUNTY nor CONSULTANT shall be liable to the other, or shall make any claim, for any incidental, indirect or consequential damages arising out of or connected to this Agreement or the performance of the services required hereunder. This mutual waiver includes, without limitation, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

18. RELATIONSHIP OF PARTIES:

It is understood that this Agreement is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that CONSULTANT shall not be entitled to any benefits to which COUNTY employees are entitled, including, without limitation, overtime, retirement, leave or workers' compensation benefits. CONSULTANT shall be solely responsible for the acts and omissions of its agents, officers, employees, licensees, invitees, assignees and subcontractors.

19. THIRD-PARTY BENEFICIARIES:

Notwithstanding anything to the contrary, the parties hereto do not in any way intend for any person or entity to acquire any rights as a third-party beneficiary of this Agreement.

20. WARRANTIES AND REPRESENTATIONS:

CONSULTANT hereby makes all of the warranties, representations, covenants and certifications that are otherwise made by COUNTY with respect to the Project, as set forth in the applicable provisions of Exhibit D – Grant Agreement No. WC-2157AB.

21. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

- A. General Legal Requirements. CONSULTANT hereby agrees to comply with any and all local, state and federal laws, regulations, policies, procedures, guidelines and standards applicable to the services provided pursuant to the terms and conditions of this Agreement.
- B. Licensure Requirements. CONSULTANT hereby agrees to comply with any and all local, state and federal licensure, certification and accreditation requirements and standards applicable to

the services provided pursuant to the terms and conditions of this Agreement.

- C. Accessibility Requirements. CONSULTANT hereby agrees to comply with any and all applicable accessibility requirements set forth in the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, as amended, California Government Code Section 11135 and any current and future implementing regulations, policies, procedures, guidelines and standards promulgated thereunder, including, without limitation, the federal accessibility standards set forth in 36 C.F.R. Section 1194.1, all as may be amended from time to time.
- D. Conflict of Interest Requirements. CONSULTANT hereby agrees to comply with any and all applicable conflict of interest requirements set forth in the California Political Reform Act and any current and future implementing regulations, policies, procedures, guidelines and standards promulgated thereunder, including, without limitation, COUNTY's Conflict of Interest Code, all as may be amended from time to time.
- E. Competitive Bidding and Procurement Requirements. CONSULTANT hereby agrees to comply with any and all applicable competitive bidding and procurement requirements set forth in the California Public Contract Code and any current and future implementing regulations, policies, procedures, guidelines and standards promulgated thereunder, including, without limitation, the California Department of General Services' State Contracting Manual, all as may be amended from time to time.
- F. Prevailing Wage Requirements. CONSULTANT hereby agrees to comply with any and all applicable prevailing wage requirements set forth in California Labor Code Sections 1770, *et seq.* and any current and future implementing regulations, policies, procedures, guidelines and standards promulgated thereunder, all as may be amended from time to time.
- G. Environmental Quality Requirements. CONSULTANT hereby agrees to comply with any and all applicable environmental quality requirements set forth in the California Environmental Quality Act and any current and future implementing regulations, policies, procedures, guidelines and standards promulgated thereunder, including, without limitation, the environmental quality guidelines set forth in 14 C.C.R. Sections 15000, *et seq.*, all as may be amended from time to time.
- H. Child Support Requirements. CONSULTANT hereby agrees to comply with any and all applicable local, state and federal laws, regulations, policies, procedures, guidelines and standards relating to child and family support enforcement, including, without limitation, disclosure of information and compliance with earnings assignment orders, as set forth in California Family Code Sections 5200, *et seq.* and any current and future implementing regulations, policies, procedures, guidelines and standards promulgated thereunder, all as may be amended from time to time. CONSULTANT hereby certifies that, to the best of its knowledge, it is currently complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- I. Intellectual Property Requirements. CONSULTANT hereby agrees to comply with any and all applicable local, state and federal laws, regulations, policies, procedures, guidelines and standards relating to the protection of intellectual property rights. CONSULTANT hereby certifies that, to the best of its knowledge, it has the appropriate systems and controls in place to ensure that the Grant Funds received pursuant to the terms and conditions of this Agreement will not be used for the acquisition, operation and/or maintenance of computer software in violation of any applicable local, state or federal copyright laws, regulations, policies, procedures,

guidelines or standards.

- J. Union Organizing Requirements. CONSULTANT hereby agrees to comply with any and all applicable local, state and federal laws, regulations, policies, procedures, guidelines and standards relating to union organizing, including, without limitation, California Government Code Sections 16645, *et seq.* and any current and future implementing regulations, policies, procedures, guidelines and standards promulgated thereunder, all as may be amended from time to time. CONSULTANT hereby certifies that it will not use any Grant Funds received pursuant to the terms and conditions of this Agreement to assist, promote or deter union organizing. If CONSULTANT incurs any costs or makes any expenditure to assist, promote or deter union organizing, CONSULTANT shall maintain, and provide to the California Attorney General upon request, records sufficient to show that no reimbursement from local, state or federal funds has been sought for such costs.

22. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the terms, conditions or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if any such provision is not included, or incorrectly stated, the parties agree to amend the pertinent section to make such insertion or correction.

23. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

In the event any law, regulation or standard referred to herein is amended during the term of this Agreement, the parties agree to comply with the amended provision as of the effective date thereof.

24. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

25. ASSIGNMENT:

Neither party shall delegate its duties nor assign its rights, obligations or interests hereunder, either in whole or in part, without the other party's prior written consent. Any assignment in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by either party to obtain supplies, technical support or professional services.

26. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, administrators, legal representatives, successors and permitted assigns.

27. WAIVER OF DEFAULT:

The waiver of any breach of this Agreement by either party shall not be deemed a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement which may then exist on the part of CONSULTANT. Nor shall such payment impair or prejudice any remedy available to

COUNTY with respect to the breach or default. COUNTY shall have the right to demand repayment of, and CONSULTANT shall promptly refund, any Grant Funds disbursed to CONSULTANT which COUNTY determines were not expended in accordance with the terms and conditions of this Agreement.

28. NON-LIABILITY OF OFFICIALS AND EMPLOYEES:

No officer, director, official or employee of either party shall be personally liable for any default or liability under this Agreement.

29. AMENDMENT:

This Agreement may be amended at any time during the term hereof upon the mutual consent of both parties. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

30. DISPUTE RESOLUTION:

If a dispute arises involving the interpretation, implementation or enforcement of this Agreement, the parties shall make every reasonable attempt to resolve the problem within thirty (30) calendar days after becoming aware of the dispute. Each party hereby agrees to cooperate with the other party in trying to reasonably resolve all disputes, including, if requested by either party, appointing senior representatives to meet and engage in good faith negotiations regarding resolution of the dispute. Senior representatives of the parties shall meet in person, at a mutually agreeable location in Humboldt County, within thirty (30) calendar days after receiving written notice of a dispute, unless otherwise agreed upon by the parties. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar local, state or federal law, regulation or rule of court. Each party further agrees that informal dispute resolution, including mediation, should an in-person meeting prove unsuccessful, shall be attempted prior to seeking recourse from the courts.

31. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute relating hereto shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

32. ADVERTISING AND MEDIA RELEASE:

Any and all informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media, including, without limitation, television, radio, newspapers and internet. CONSULTANT shall inform COUNTY of any and all requests for interviews by the media related to this Agreement before such interviews take place. COUNTY shall be entitled to have a representative present at any and all interviews concerning the subject matter of this Agreement. Any and all notices required by this provision shall be given in accordance with the notice requirements set forth herein.

33. SUBCONTRACTS:

CONSULTANT shall obtain prior written approval from COUNTY before subcontracting any of the services to be provided pursuant to the terms and conditions of this Agreement. Any and all subcontracts will be subject to all applicable terms and conditions of this Agreement, including,

without limitation, the licensing, certification and confidentiality requirements set forth herein. CONSULTANT shall remain legally responsible for the performance of all terms and conditions of this Agreement, including, without limitation, any and all services provided by third-parties under subcontracts, whether approved by COUNTY or not.

34. ATTORNEYS' FEES:

If either party shall commence any legal action, including, without limitation, an action for declaratory relief, against the other by reason of the alleged failure of the other to perform any of its obligations hereunder, the prevailing party in said action shall be entitled to recover court costs and reasonable attorneys' fees, including, but not limited to, the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorney's fees on appeal, if applicable. As used herein, "prevailing party" means the party who dismisses an action in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

35. SURVIVAL OF PROVISIONS:

The duties and obligations of the parties set forth in Section 4(D) – Compensation upon Termination, Section 9 – Audit and Retention of Financial and Performance Records, Section 10(A) – Local, State and Federal Inspection Rights, Section 11 – Confidential Information and Section 15 – Indemnification shall survive the expiration or termination of this Agreement.

36. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this Agreement, the terms and conditions set forth herein shall have priority.

37. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

38. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections, clauses and paragraphs set forth herein are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

39. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control, and without the fault or negligence, of such party. Such events shall include, but not be limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

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40. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in its entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the subject matter set forth herein. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.

41. COUNTERPART EXECUTION:

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This Agreement, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signature shall constitute an original signature for all purposes. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement and any amendments hereto.

42. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

1. CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
2. SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

STANTEC CONSULTING SERVICES, INC.:

By: _____

Date: _____

Name: _____

Title: _____

By: _____

Date: _____

Name: _____

Title: _____

COUNTY OF HUMBOLDT:

By: _____

Date: _____

Thomas K. Mattson, Public Works Director
 (Pursuant to the authority delegated by the Humboldt
 County Board of Supervisors on [REDACTED] [REDACTED],
 20[REDACTED] [Item No. [REDACTED]-[REDACTED]])

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____
 Risk Management

Date: 04/28/2022

LIST OF EXHIBITS:

- Exhibit A – Scope of Services
- Exhibit B – Project Schedule
- Exhibit C – Schedule of Rates
- Exhibit D – Grant Agreement No. WC-2157AB
- Exhibit E – Sample Invoice Form



Project/File: Water Management Plan for Utilization of Humboldt County Contract Water Project
 Addendum No.: Exhibit A – Scope of Services
 Date: April 4, 2022
 To: Hank Seemann
 Contract No.: TBD

This Professional Services Agreement outlines the scope of Services to be provided by Stantec Consulting Services (Stantec) to Humboldt County (the County) in support of the Water Management Plan for Utilization of Humboldt County Contract Water Project (the Plan). All listed deliverables to follow the schedule outlined in Exhibit B – Project Schedule.

A. Project Management

Stantec will serve the lead role in developing and preparing the Plan and performing any and all supporting technical analyses related to the project. In addition, Stantec will be responsible for basic project management activities including invoicing and contract administration. A sample invoice form is provided as Exhibit E.

Deliverables
Monthly invoices (12 invoices)
Quarterly progress reports submitted electronically (4 progress reports)
Copies of executed subcontracts submitted electronically
Final report submitted electronically

B. Stakeholder Engagement

Stantec will provide technical assistance to the County and the County’s stakeholder engagement consultant to engage stakeholders in defining and refining main elements of the Plan. Assistance will consist of:

- Preparation for and attendance at six (6) group meetings with stakeholders who are actively involved with management and/or scientific study of the ecology, hydrology, and fishery resources of the Trinity River and lower Klamath River. Tentative schedule of workshops provided in Exhibit B – Project Schedule. The general workshop topics will include:
 - Workshop #1: Review Baseline Conditions and Analytical Tools
 - Workshop #2: Limiting Factors and Release Objectives
 - Workshop #3: Develop Scenarios for Releases of Contract Water
 - Workshop #4: Preliminary Results Review and Scenario Refinement
 - Workshop #5: Updated Results Review and Water Management Plan Outline
 - Workshop #6: Draft Water Management Plan Review
- Participation in four (4) Trinity Management Council Quarterly meetings
- Preparation and delivery of an Information Report to Humboldt County Supervisors (up to 5 pages)

Deliverables
Preparation for and participation in one (1) in-person workshop in Humboldt County
Preparation for and participation in five (5) virtual workshops
Virtual participation in four (4) Trinity Management Council Quarterly meetings
An Information Report to Humboldt County Supervisors delivered electronically

C. Technical Analysis

Stantec will perform the following technical analysis as described in Sections C1 through C4.

C1. Baseline Conditions Evaluation

Stantec will acquire models and information to evaluate current conditions and identify limiting factors for fish production in the Trinity River and lower Klamath River. Activities related to the evaluation of baseline conditions will include:

- a. Acquiring current relevant available information regarding Central Valley Project planning and operations.
- b. Evaluating regulatory and operational constraints on Central Valley Project releases to the Trinity River in order to establish future baseline conditions within CalSim II.
- c. Compiling existing data, analysis and the most current publicly available models needed to analyze flows in the Trinity, lower Klamath, and Sacramento Rivers.
- d. In collaboration with USFWS, compiling existing data, analysis and the most current publicly available models needed to analyze fish habitat and production in the Trinity River and lower Klamath River.
- e. Using the baseline information (including future climate change) to assess the deviations between current Trinity River flows and the natural flow regime, and the shortcomings and limitations of current Trinity River flows for fish habitat access and fish production.
- f. Preparing a memorandum which presents any and all relevant findings of the baseline conditions evaluation.

Deliverables
Draft and final Baseline Conditions Technical Memo delivered electronically
Assumptions: draft submitted electronically in Microsoft Word, assuming one round of County review with one set of final comments (i.e., all conflicting comments resolved) received back in Microsoft Word within a maximum of 3 weeks.

C2. Hydrologic Modeling and Analysis

Stantec will utilize the most recent Reclamation baseline CalSim II reservoir-river basin planning model and apply the climate change hydrology developed in 2016 for the Long-term Plan to Protect Adult Salmon in the Lower Klamath River (LTP) to analyze up to six (6) Contract Water release scenarios, including four (4) initial scenarios and two (2) refined scenarios (in addition to a future baseline scenario). Stantec will model

the effects of Contract Water releases on the water budget of the Trinity River Division of the Central Valley Project. The scope of work includes:

- a. Identifying appropriate future conditions baseline assumptions to apply in the CalSim II model that account for a twenty-five (25) year planning period.
- b. Using the workshops described in Task B to develop up to four (4) initial release scenarios of Contract Water to the Trinity River that are designed to achieve Project-related objectives.
- c. Using CalSim II to estimate Trinity River flows, Trinity Reservoir storage, and exports to the Sacramento River over the 82-year CalSim II simulation period for up to four (4) initial release scenarios.
- d. Based on feedback during workshop # 4, refine up two scenarios and simulate within CalSim II to optimize benefits for Trinity River fisheries based on relevant analysis and reduce impacts on water exports to the Sacramento River.
- e. Prepare a technical report which presents any and all relevant findings of the hydrologic modeling and analysis.

Deliverables
Draft and final Hydrologic Modeling and Analysis Technical Report delivered electronically
Assumptions: draft submitted electronically in Microsoft Word, assuming one round of County review with one set of final comments (i.e., all conflicting comments resolved) received back in Microsoft Word within a maximum of 3 weeks

C3. Fish Habitat, Fish Production, Water Temperature and Hydraulic Analysis

Stantec will lead application of a reservoir water temperature model for Trinity Reservoir, and Stantec will support the USFWS-led team as they analyze the effects of Contract Water releases on fish habitat availability, fish production, in-stream water temperature, and hydraulics in the Trinity River. Activities related to technical modeling and analysis shall include:

- a. Based upon CalSim II outputs from Task C2, apply existing Reclamation HEC-5Q temperature model for Trinity Reservoir to simulate reservoir temperatures associated with the future baseline and proposed releases of Contract Water.
- b. Use previously simulated output from the existing SRH-2D model of the Trinity River (Bradley, 2016) to evaluate water surface elevations, flow velocity, shear stress and sediment mobilization associated with releases of Contract Water.
- c. Provide modeling input data to USFWS to support USFWS-led modeling of water temperatures in the Trinity River, rearing habitat for juvenile Chinook Salmon in the Trinity River, and fish production in the Trinity River associated with proposed releases of Contract Water.
- d. Prepare a technical report which presents any and all relevant findings of the fish habitat, fish production, water temperature, and hydraulic analysis. USFWS will develop a separate work product from their modeling and analysis and will provide a summary to Stantec to be included in the technical report.

Deliverables
Application of HECQ and SRH-2D for Contract Water release scenarios, and preparation of results summaries for discussion at relevant workshops.

Deliverables
Draft and final Fish Habitat, Fish Production, Water Temperature, and Hydraulic Analysis Technical Report delivered electronically
Assumptions: draft submitted electronically in Microsoft Word, assuming one round of County review with one set of final comments (i.e., all conflicting comments resolved) received back in Microsoft Word within a maximum of 3 weeks

C4. Environmental Compliance Strategy

Stantec will collaborate with the County and the County’s consultant team to develop an environmental compliance strategy for implementation of the project. Activities related to the development of an environmental compliance strategy shall include:

- a. Assessing the applicability of the National Environmental Policy Act, Endangered Species Act and any other relevant local, state, and federal laws, regulations, policies, procedures, guidelines, and standards.
- b. Performing a preliminary scoping of potential environmental impacts that would be analyzed under the California Environmental Quality Act and any other relevant local, state, and federal laws, regulations, policies, procedures, guidelines, and standards.
- c. Identifying the listed species and critical habitat within the Klamath-Trinity and Sacramento basins that could be affected and summarizing the anticipated scope of analysis, as applicable.
- d. Identifying the actions that must be taken to ensure compliance with any and all applicable environmental laws, regulations, policies, procedures, guidelines and standards, including, without limitation, any and all estimated costs associated therewith, any and all available funding options and recommendations for next steps.
- e. Preparing a memorandum which describes the environmental compliance strategy.

Deliverables
Draft and final Environmental Compliance Strategy memo delivered electronically
Assumptions: draft submitted electronically in Microsoft Word, assuming one round of County review with one set of final comments (i.e., all conflicting comments resolved) received back in Microsoft Word within a maximum of 3 weeks

D. Water Management Plan

Stantec will develop the content of the water management plan which will identify specific objectives and provide the framework for annual decision-making in the utilization of Contract Water. The workshops described in Task B will be used to help drive development of and define major elements of the Plan. The water management plan will include:

D1. Background and Context

The water management plan shall include a detailed discussion of the Trinity River Restoration Program and related management actions on the Trinity River and lower Klamath River.

D2. Contract Water Objectives

The water management plan shall identify specific geomorphic, habitat, water quality, or other physical conditions and associated metrics, and monitoring objectives which identify and describe anticipated flow types, develop hydrographs and release schedules, and summarize any and all relevant background information and supporting rationale related thereto.

D3. Contract Water Utilization and Carryover Storage in Trinity Reservoir

The water management plan shall summarize the proposed action for utilization of Contract Water during a twenty-five (25) year planning period based on the results of the technical analysis.

The water management plan shall identify the conditions and circumstances when utilizing Contract Water for carryover storage in the Trinity Reservoir may be preferred as well as the steps that would be needed to implement forbearance or dedication of Contract Water for carryover storage.

D5. Economic and Social Benefits

The water management plan shall describe how the proposed use of Contract Water: will provide economic and social benefits to Humboldt County; is consistent with Proviso 2 of the 1955 Trinity River Division Act and the Department of Interior Solicitor's opinion memo issued in December 2014; and does not duplicate releases made by the Bureau of Reclamation under Proviso 1 of the 1955 Trinity River Division Act.

D6. Management Structure and Decision Criteria

The water management plan shall identify a proposed management structure, and annual decision-making process, that is based on the results of the technical analysis.

The water management plan shall identify any and all case-specific decision criteria that will be used to guide annual decision-making regarding the release of Contract Water.

D7. Data Collection, Monitoring and Analysis

The water management plan shall describe how the proposed annual decision-making process will utilize existing data collection, monitoring and analysis programs.

D8. Appendices

All technical reports and memos will be attached as appendices to the water management plan.

Deliverables
Draft and final Water Management Plan delivered electronically
Assumptions: draft submitted electronically in Microsoft Word, assuming one round of County review with one set of final comments (i.e., all conflicting comments resolved) received back in Microsoft Word within a maximum of 3 weeks

E. Water Rights

Stantec will provide technical support to the County and the County's consultant team in working with the Bureau of Reclamation and the State Water Resources Control Board to prepare and submit a change petition to designate Del Norte, Humboldt, and Trinity Counties as places of use on the Bureau of Reclamation's water rights permits. Stantec will provide up to 40 hours of technical support, as directed by the County's water rights consultant.



Stantec Consulting Services Inc.
3301 C Street, Suite 1900
Sacramento CA 95816-3394

Exhibit B

Project/File: Water Management Plan for Utilization of Humboldt County Contract Water Project
Addendum No.: Exhibit B – Project Schedule
Date: April 4, 2022
To: Hank Seeman
Contract No.: TBD

The Project Schedule is included as table on the next page.



Stantec Consulting Services Inc.
 3301 C Street, Suite 1900
 Sacramento CA 95816-3394

Exhibit B

PROJECT SCHEDULE AND LIST OF DELIVERABLES

Task	Deliverables	Schedule
1. Project Management	Invoices and Progress Reports	At least Quarterly
	Copies of Executed Subcontracts (>\$10,000)	As executed, prior to third party commencing work
	Final Report	May 31, 2023
2. Stakeholder Engagement	Meeting Materials (e.g., agendas, presentations, and minutes from six stakeholder meetings) included as an element of the Final Report	Due with Final Report
	Stakeholder Meeting (Workshop) #1	June 2022
	Stakeholder Meeting (Workshop) #2	August 2022
	Stakeholder Meeting (Workshop) #3	October 2022
	Stakeholder Meeting (Workshop) #4	November 2022
	Stakeholder Meeting (Workshop) #5	January 2022
	Stakeholder Meeting (Workshop) #6	March 2023
3. Technical Analysis	Memorandum – Baseline Conditions Evaluation	August 31, 2022
	Technical Report – Hydrologic Modeling and Analysis	February 28, 2023
	Technical Report – Fish Habitat, Fish Production, Water Temperature, and Hydraulic Analysis	February 28, 2023
4. Water Management Plan	Water Management Plan	April 30, 2023
5. Water Rights	Memorandum – Water Rights Analysis	February 28, 2023
	Petition(s) for Change Form(s) or other Applicable Water Rights Filing(s) (copy of version(s) submitted to State Water Resources Control Board)	February 28, 2023
6. Environmental Compliance Strategy	Memorandum – Environmental Compliance Strategy	April 30, 2023



Stantec Consulting Services Inc.
 3301 C Street, Suite 1900
 Sacramento CA 95816-3394

Exhibit C

Project/File: Water Management Plan for Utilization of Humboldt County Contract Water Project
 Addendum No.: Exhibit C – Schedule of Rates
 Date: April 4, 2022
 To: Hank Seeman
 Contract No.: TBD

**CONSULTANT’S STANDARD RATES
 For Professional Services by Stantec Consulting Services Inc.
 Rates applicable for 2022**

Classification	Fully Burdened / Hourly Rate (\$)
Program Manager	\$350.00
Project Manager	\$300.00
Principal Engineer/ Scientist II	\$275.00
Principal Engineer/ Scientist I	\$230.00
Project Engineer/ Scientist II	\$210.00
Project Engineer/ Scientist I	\$185.00
Senior Engineer/ Scientist	\$160.00
Staff Engineer/ Scientist	\$140.00
Junior Engineer/ Scientist	\$125.00
GIS/CADD/ Graphics II	\$155.00
GIS/CADD/ Graphics I	\$125.00
Biologist/Field Technician II	\$120.00
Biologist/Field Technician I	\$105.00
Contract Administration/ Senior Administrator/ Editor	\$125.00
Administrative Assistant	\$105.00
<p>Outside services (subconsultants) shall be billed at cost plus 5% markup.</p> <p>Other Direct Costs (ODCs) associated with the execution of work shall be billed at cost. The ODCs listed below are not covered by the hourly billing rates for the contract; therefore, they shall be billed to the project at cost. Direct costs of personal auto use shall be paid at the current IRS mileage rate.</p> <p>Other Direct Costs: Reproduction and printing jobs performed by the Stantec Print Center - Reproduction and printing jobs performed by a commercial print company</p>	

- Reproduction and printing of documents greater than 11" x 17"
- Photographic services
- Parking at SLDMWA facilities
- Mileage from home office associated with project activities such as site visits or meetings
- Public Transit to SLDMWA facilities
- Express mail services (e.g., FedEx)
- Courier Services
- Authorized air travel and lodging as required

A 4% rate escalation will be effective on January 1 of each calendar year.

Exhibit D

CALIFORNIA WILDLIFE CONSERVATION BOARD

GRANT AGREEMENT

Between

STATE OF CALIFORNIA, WILDLIFE CONSERVATION BOARD

and

COUNTY OF HUMBOLDT

for

**WATER MANAGEMENT PLAN FOR UTILIZATION OF HUMBOLDT
COUNTY CONTRACT WATER**

TRINITY, HUMBOLDT, AND DEL NORTE COUNTIES, CALIFORNIA

WC-2157AB

**State of California
Natural Resources Agency
Department of Fish and Wildlife
Wildlife Conservation Board**

GRANTEE: County of Humboldt
1106 Second Street
Eureka, California 95501
Attn.: Hank Seemann
Phone: (707) 445-7741
E-mail: hseemann@co.humboldt.ca.us

GRANTOR: Wildlife Conservation Board
P.O. Box 944209
Sacramento, California 94244-2090
Attn.: Aaron N.K. Haiman, State Representative
Phone: (916) 926-8835
E-mail: aaron.haiman@wildlife.ca.gov

Grant Agreement No.: WC-2157AB

Board Approval Date: April 22, 2021

Projected Completion Date: June 30, 2023

Terms of Agreement:

Capital Improvements: Notice to Proceed Date (^{10/22/2021} _____) through June 30, 2023

Project ID: 2021045

1. SCOPE OF AGREEMENT

Pursuant to the Wildlife Conservation Law of 1947, Chapter 4.0 of Division 2, commencing with Section 1300, of the California Fish and Game Code; the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1), California Water Code Section 79700 et seq.; and the approval granted by the Wildlife Conservation Board on April 22, 2021, the Wildlife Conservation Board (Grantor) hereby grants to the County of Humboldt (Grantee), an eligible public agency, a sum not to exceed five hundred seventy-four thousand nine hundred eighty dollars (\$574,980.00) (Grant Funds), upon and subject to the terms and conditions of this Grant Agreement (Agreement).

2. PURPOSES OF GRANT

Grantor is entering into this Agreement, and the Grant Funds shall be used, only for the purpose of assisting Grantee with the project described within the grant application, titled Water Management Plan for Utilization of Humboldt County Contract Water from the Trinity River Division of the Central Valley Project, submitted by County of Humboldt for the Stream Flow Enhancement Program solicitation which closed October 1, 2020 and generally described as: a planning project to develop a Water Management Plan with associated technical analysis and modeling to support utilization of Humboldt County's water contract with the Bureau of Reclamation for annual releases of not less than 50,000 acre-feet into the Trinity River to enhance flow and benefit fish and wildlife in the Trinity River and lower Klamath River (Project). The planning area includes the Trinity River, from Lewiston Dam to its confluence with the Klamath River, and the Klamath River, from the Trinity River confluence to the Pacific Ocean, encompassing portions of Trinity, Humboldt, and Del Norte counties, California (Property). The upstream end of the Property is generally shown on the attached Exhibit A – LOCATION MAP.

3. CONDITIONS OF GRANT

Grantor's obligation to disburse Grant Funds under this Agreement is conditioned upon and subject to the satisfactory completion of all of the following conditions:

- 3.1 Grantor shall have reviewed and approved all documents pertaining to the Project, including, without limitation, feasibility and planning studies, designs, plans, budgets, cost estimates, timelines, and agreements. Such review and approval by Grantor will be for compliance with this Agreement as well as funding and other requirements applicable to Grantor and shall not be unreasonably withheld.
- 3.2 Grantor shall have reviewed and approved a certified resolution or other appropriate action of the governing board or governing body of Grantee, authorizing the execution and performance of this Agreement and the carrying out of the Project by Grantee.
- 3.3 Grantee shall have disclosed all funding sources for the Project, including all amounts applied for or obtained from sources other than Grantor. These amounts shall be reflected in the attached Exhibit B – BUDGET (Budget) by Budget category. As between Grantor and Grantee, Grantee shall be responsible for any and all Project costs that exceed the amount of the Grant Funds provided under this Agreement.

- 3.4 For construction projects applicants shall have consulted with the California Conservation Corps (CCC) and certified local conservation corps as to the feasibility of using their services to implement the project (California Water Code § 79734). Where feasible, participation by the CCC or certified local conservation corps will occur.
- 3.5 The grant proposal shall have been approved by the Wildlife Conservation Board at a public meeting, this Agreement shall have been fully executed by Grantor and Grantee, and Grantee shall have received a written "Notice to Proceed" from Grantor. The approval of the grant proposal by the Wildlife Conservation Board, if such approval is given, shall not constitute authorization for the commencement of the Project or expenditure of Grant Funds. No expenditure made or activity initiated prior to Grantee's receipt of a written Notice to Proceed from Grantor will be eligible for reimbursement by Grantor.

4. DISBURSEMENTS

- 4.1 Upon satisfaction of all of the Conditions of Grant set forth in Section 3, above, and so long as Grantee is not in breach or default under this Agreement, Grantor agrees to disburse the Grant Funds to Grantee, in arrears, in installments as set forth in this Section 4. Disbursements shall be made not more frequently than monthly and disbursements of less than \$5,000.00 should be made not more frequently than quarterly. All disbursements shall be subject to the availability of funds for purposes of the Project as provided in Section 4.8.
- 4.2 Grantee shall request disbursement of Grant Funds by submitting a disbursement request to Grantor for approved budgeted work performed on the Project in accordance with Section 4.3. Disbursement shall be contingent upon approval of the disbursement request by Grantor.
- 4.3 The disbursement request must be submitted on Grantee's letterhead, signed by an authorized representative of Grantee, and include a written description of the work completed during the period of the disbursement request. Requests for disbursement must be itemized using the same categories included in the attached Budget. A [Disbursement Request Template](#) provides the format to use for submitting disbursement requests to Grantor. Each disbursement request shall contain supporting or back-up documentation for all amounts shown on the request, including receipts for all materials and supplies, all Grantee staff time shown by number of hours worked and hourly rate, and all contractor or sub-contractor services.
- 4.4 Grantor may withhold ten percent (10%) of the total approved amount from each disbursement (Retained Grant Funds) until Grantor has approved the completion of the Project, the final report required by Section 6.5, and the final request for disbursement.
- 4.5 Upon completion of Project activities, Grantee may request disbursement of the Retained Grant Funds. Grantee shall submit this request no later than thirty (30) days after the Projected Completion Date (as defined in Section 6.1).

- 4.6 Please submit disbursement requests electronically to WCB Clerical@wildlife.ca.gov and to the WCB Project Manager (aaron.haiman@wildlife.ca.gov) with "Project ID 2021045 Invoice No. ____" in the subject line.

Although electronic requests are preferred, Grantee may send hard copy requests for disbursement to:

Wildlife Conservation Board
P.O. Box 944209
Sacramento, California 94244-2090
Attn: Aaron N.K. Haiman

- 4.7 Grantee shall reimburse Grantor for any erroneous disbursement of Grant Funds under this Agreement. Reimbursement shall occur within 30 days of written demand by Grantor. Interest shall accrue at the highest rate allowed by law from the time that reimbursement becomes due and owing until received by Grantor.
- 4.8 Despite any contrary provision of this Agreement, Grantor shall not be obligated to disburse any remaining unpaid portion of the Grant Funds unless and until sufficient funds identified for allocation to the Project (as further specified in the Funding Certification attached to this Agreement) are released by the State Treasurer's Office to Grantor for expenditure for this grant. No request for disbursement submitted prior to the release of such funds to Grantor shall be effective.
- 4.9 With the final invoice, Grantee shall provide a completed [Final Cost Share Accounting Form](#) when work is completed. The completed Final Cost Share Accounting Form shall identify and delineate all cost share funds expended and in-kind services provided during the Grant term before Project completion and will be consistent with Exhibit B – BUDGET.

5. BUDGET AND INDIRECT COSTS

- 5.1 The attached Budget is an estimate of the Grantee's anticipated costs for the Project and discloses all funding sources for the Project, including all amounts applied for or obtained from sources other than Grantor. Should the Budget not disclose all funding sources for the Project, Grantor may refer this grant to the Department of Finance for a Project audit. Grantee may seek additional funding from sources other than Grantor, with Grantor's approval, to cover cost increases or to reduce Grantor's cost share. Should Grantee obtain additional funds from sources other than Grantor, Grantee shall promptly notify Grantor of the amounts and sources of the additional funding and submit a proposed new budget reflecting any changes to Grantor for its approval.

When actual Project costs indicate that the costs of certain Budget categories payable by Grantor are higher than estimated, and these higher costs are offset by lower costs in other Budget categories payable by Grantor, the Grantee may submit a written request to Grantor to shift funds between such Budget categories. Contingencies shall be used only upon written approval by Grantor. Grantor shall approve or deny a requested Budget revision or use of contingencies in writing within 10 business days of receipt of Grantee's written request.

- 5.2 Indirect cost rates are limited to 20 percent of the total direct WCB Grant Funds minus subcontractor and equipment costs. Any amount over 20 percent will not be funded but may be used as cost share. If Grantee seeks to recover indirect or administrative costs, this item should be included as a line item in the Budget. Any cost that is billed as a direct cost may not be included in indirect cost rates. Indirect costs include, but are not limited to, the following: workers compensation insurance, utilities, office space rental, phone, and copying which is directly related to completion of the Project.

Costs for subcontractors and purchase of equipment cannot be included in the calculation of indirect costs in the Budget. It is the responsibility of the Grantee to keep documentation for all indirect costs. For all indirect costs claimed, Grantee must keep backup documents in audit-ready files (these documents are not provided to WCB).

6. GRANTEE'S COVENANTS

In consideration of this Agreement, Grantee hereby covenants and agrees as follows:

- 6.1. Grantee will complete or cause to be completed all Project activities in accordance with Grantee's proposed design and specifications submitted to Grantor, a copy of which is attached as Exhibit C – WORK PLAN and incorporated herein by this reference, on or before June 30, 2023 (Projected Completion Date). The Project will be considered complete when all Project activities have been completed and Grantor has approved the completion of the Project, the final report required by Section 6.5, and the final request for disbursement.
- 6.2 Grantee is responsible for obtaining all necessary permits and approvals for the Project (including its construction, management, monitoring, operation, use and maintenance), and complying with all federal, state and local statutes, laws, regulations, ordinances, orders and other governmental and quasi-governmental requirements that apply to the Project (including its construction, management, monitoring, operation, use and maintenance).
- 6.3 Grantee shall recognize the cooperative nature of the Project and shall provide credit to the Grantor and fund source (Proposition 1) on signs, demonstrations, promotional materials, advertisements, publications and exhibits prepared or approved by Grantee referencing the Project. Any sign installed on the Property referencing the Project shall be subject to the mutual agreement of Grantor, Grantee and Landowner regarding text, design and location and shall display the logo of Grantor and fund source (Proposition 1). Logos are available on Grantor's website: <https://wcb.ca.gov/Grants/Logos>.
- 6.4 The Grantee will provide progress reports with each invoice, and a final report upon Project completion. Projects including changes to water rights, 1707 petitions, and or forbearance agreements will provide updates to WCB Project Manager at a minimum of every six months from grant execution date terminating only when changes are complete.
- 6.5 Not later than 30 days following the completion of all Project activities, Grantee will submit a final report of accomplishments, including pre- and post-Project photographs and a final design or site plan of the Project, to Grantor.

7. BREACH AND REMEDIES

- 7.1 In the event of a breach of Grantee's obligations under this Agreement, Grantor shall give notice to Grantee describing the breach. If Grantee does not cure the breach described in the Grantor's notice within 90 days after the date of Grantor's notice (or, if the breach cannot reasonably be cured within 90 days, Grantee does not commence the cure within the 90-day period and diligently pursue it to completion), then Grantee shall be in default of this Agreement.
- 7.2 In the event of a default by Grantee before the Project is complete then, in addition to any and all other remedies available at law or in equity, Grantor may seek specific performance of this Agreement. Grantee agrees that specific performance is an appropriate remedy because the benefits to Grantor from Grantee's completion of the Project in accordance with this Agreement, as described in Section 2 (Purposes of Grant), are unique and damages would not adequately compensate Grantor for the loss of such benefits.
- 7.3 In the event of a default by Grantee, in addition to any and all other remedies available under this Agreement, at law or in equity, Grantor may require Grantee to reimburse the Grant Funds to Grantor in an amount determined by application of the following Reimbursement Formula:

"Reimbursement Formula"

Formula: Dollar amount of Grant Funds divided by Project Life, times the number of years remaining in the Project Life.

Example: Grantor grants \$50,000.00 to Grantee for the restoration and enhancement of wetland and riparian habitat, and the Project Life is 20 years. With 10.5 years remaining on the Project Life, the Grantee is in default under the Agreement. The reimbursement amount would be \$26,250, calculated as follows:

$$(\$50,000.00 \div 20 \text{ years}) \times 10.5 \text{ years} = \$26,250$$

Reimbursement shall be due from Grantee immediately upon written demand by Grantor. Interest shall accrue at the highest rate allowed by law from the time that the reimbursement becomes due until it is actually received by Grantor.

- 7.4 Any costs incurred by Grantor, where Grantor is the prevailing party, in enforcing the terms of this Agreement, including but not limited to costs of suit, attorneys' and experts' fees, at trial and on appeal, and costs of enforcing any judgment, shall be borne by Grantee.
- 7.5 Waiver of any breach or default by Grantee shall not be deemed to be a waiver of any subsequent breach or default, nor shall it constitute a modification of this Agreement.

8. ADDITIONAL TERMS AND CONDITIONS

8.1 Grantee Responsible for Project

While the Grantor undertakes to assist the Grantee with the Project by providing a grant pursuant to this Agreement, the Project itself remains the sole responsibility of the Grantee. Grantor undertakes no responsibilities to the Grantee, the Landowner, or any third party, other than as expressly set out in this Agreement. The responsibility for implementing the Project is solely that of the Grantee, as is the responsibility for any claim or suit of any nature by any third party related in any way to the Project.

8.2 Contracts

All agreements between Grantee and any third party related to the Project must be in writing and contain language that establishes the right of the auditors of the State of California to examine the records of the third party relative to the goods, services, equipment, materials, supplies or other assistance provided to Grantee for the Project. Grantee shall provide a complete copy of each agreement over \$10,000.00 to Grantor prior to commencing work.

8.3 Indemnification

To the fullest extent permitted by law, Grantee shall indemnify, protect, and hold harmless the Wildlife Conservation Board and the State of California, and their respective members, officers, agents, employees and representatives, from and against any and all claims, demands, damages, losses, costs (including attorneys' fees), expenses, and liability of any nature (Claims) arising out of or incident to the Project, Grantee's entry upon and use of the Property, and the performance of, or failure to observe or perform, any obligations of the Grantee under this Agreement. The obligations of Grantee under this Section 8.3 include, without limitation, Claims resulting from the generation, use, storage, disposal, release or threatened release of any hazardous or toxic substance, material or waste; petroleum or petroleum products and other substances that present a threat to human health or the environment.

8.4 Amendment; Severability

This Agreement may be modified only by a written amendment signed by Grantor and Grantee. No oral or written understanding or agreement not incorporated in this document shall be binding on the parties.

If any provision of this Agreement or the application thereof to any person or circumstance is held to be invalid or unenforceable, that shall not affect any other provision of this Agreement or applications of the Agreement that can be given effect without the invalid provision or application. To this end the provisions of this Agreement are severable.

8.5 Independent Capacity of Grantee; Withholding and Payments

Grantee, its members, officers, directors, employees, agents, and representatives, is each acting in an independent capacity in entering into and carrying out this Agreement, and not as a partner, member, officer, agent, employee, or representative of Grantor. Grantee is responsible for withholding and paying employment taxes, insurance and deductions of any kind required by federal, state, or local laws.

8.6 No Assignment or Transfer

This Agreement is not assignable or transferable by Grantee, either in whole or in part, without the prior written consent of Grantor which Grantor may grant or withhold in Grantor's discretion.

8.7 Accounting/Records/Audits

Grantee shall maintain complete and accurate records of its actual Project costs, in accordance with generally accepted accounting principles and practices, and shall retain said records for at least three years after final disbursement by Grantor. During such time, Grantee shall make said records available (or cause them to be made available) to the State of California for inspection and audit purposes during normal business hours. Expenditures not documented, and expenditures not allowed under this Agreement or otherwise authorized in writing by Grantor shall be borne by Grantee. The audit shall be confined to those matters connected with this Agreement, including but not limited to administration and overhead costs.

The Grantee shall utilize the Bond Accountability and Audits Guide, provided by the California Department of Finance, Office of State Audits and Evaluations (OSAE) to ensure that Project expenditures are in compliance with applicable laws, regulations, and established criteria and that appropriate record keeping is maintained. The Guide is available on the OSAE website:

http://dof.ca.gov/Programs/OSAE/Prior_Bond_Audits/documents/Bond_Accountability_and_Audits.pdf.

8.8 Use of Grant Funds to Secure Additional Funding

Grantee agrees that the funding provided under this Agreement shall not be used as cost share for other grants, or to secure loans or other monetary awards without written approval from the Executive Director, Wildlife Conservation Board. Such approval shall not be unreasonably withheld as long as the purposes for which the grant was awarded are maintained.

8.9 Termination or Suspension of Agreement

At any time before Grantee has broken ground on the Project Grantor may terminate this Agreement for any reason by providing Grantee not less than 30 days written notice of termination. In addition, Grantor may suspend this Agreement at any time upon written notice to Grantee. In either case, Grantee shall immediately stop work under this Agreement and take all reasonable measures to prevent further costs to Grantor. The Grantor shall be responsible for reasonable and non-refundable obligations or expenses incurred by the Grantee under 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 shall remain in effect until Grantor authorizes work to resume by giving further written notice to Grantee.

8.10 Resolution of Disputes

The State Project Representative is identified on Page i of this Agreement. The State Project Representative has initial jurisdiction over each controversy arising under or in connection with the interpretation or performance of this Agreement or disbursement of

Grant Funds. The Grantee will diligently pursue with the State Project Representative a mutually agreeable settlement of any such controversy.

If the controversy cannot be resolved between Grantee and the State Project Representative, the Grantee must direct the grievance together with any evidence, in writing, to the Executive Director of the Wildlife Conservation Board. The grievance must state the issues in the dispute, the legal authority or other basis for the Grantee's position and the relief sought.

The Executive Director or designee shall meet with a representative of the Grantee to review the issues. A written decision signed by the Executive Director or designee shall be returned to the Grantee within twenty (20) working days of the conclusion of this meeting.

8.11 Drug-Free Workplace Certification

By signing this Agreement, Grantee hereby certifies under penalty of perjury under the laws of the State of California that 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:

- 8.11.1 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, as required by Government Code Section 8355(a).
- 8.11.2 Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) 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 counseling, rehabilitation, and employee assistance programs; and,
 - d) penalties that may be imposed upon employees for drug abuse violations.
- 8.11.3 Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed contract:
 - a) will receive a copy of the company's drug-free policy statement; and,
 - b) will agree to abide by the terms of the company's statement as a condition of employment on the contract.

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 contracts if the Grantor determines that any of the following has occurred: (1) Grantee has made false certification, or (2) Grantee violates the certification by failing to carry out the requirements as noted above.

8.12 Union Organizing

By signing this Agreement, the Grantee hereby acknowledges the applicability to this Agreement of Government Code Sections 16645 through 16649, and certifies that:

- 8.12.1 No state funds disbursed by this grant will be used to assist, promote, or deter union organizing;
- 8.12.2 Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure;
- 8.12.3 Grantee shall, where state funds are not designated as described in 8.12.2 above, allocate, on a pro-rata basis, all disbursements that support the grant program; and
- 8.12.4 If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.
- 8.13 Labor Code Requirements; Prevailing Wage
State grants may be subject to California Labor Code requirements, which include prevailing wage provisions. Certain State grants administered by the California Wildlife Conservation Board and the California Department of Fish and Wildlife are not subject to Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the Labor Code. For more details, please refer to California Fish and Game Code Section 1501.5 and to the Department of Industrial Relations (DIR) website at <http://www.dir.ca.gov>. Grantee shall pay prevailing wage to all persons employed in the performance of any part of the Project if required by law to do so.
- 8.14 Disposition of Equipment
Title or ownership of equipment with a unit cost of \$5,000.00 or more may be retained by Grantee or Grantor upon end of the grant cycle; final disposition will be coordinated by WCB's Project Manager.
- 8.15 Informational Products
The Exhibit C – WORK PLAN includes a list of project-specific deliverables that are to be used to evaluate the effectiveness of the Project in achieving the stated objectives. By entering into this Grant, the Grantee commits to disclosing how information will be collected, stored, and disseminated to participants, stakeholders, public, and the State. Public information may include, but is not limited to technical designs, feasibility studies, reports, and data gathered during any phase of development, including planning, design, construction, operation, and monitoring.
- Data management activities will be coordinated by the Grantee. Grantee shall be responsible for verifying the quality of the data in accordance with applicable Quality Assurance/Quality Control guidelines. Grantee shall prepare and submit to the WCB Project Manager all data generated by the project. Geospatial data will be delivered in an industry-standard spatial data format (ESRI-readable) where applicable and documented with metadata in accordance with the CDFW Minimum Data Standards (<https://www.wildlife.ca.gov/Data/BIOS/Metadata>).

8.16 Non-Discrimination

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. Grantee shall also include the nondiscrimination and compliance provisions of this Agreement in all contracts related to the Project.

9. NOTICE OF AGREEMENT

The terms, conditions and restrictions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their personal representatives, heirs, successors, and assigns and shall continue as a servitude running with the Property for the Project Life.

10. AUTHORIZATION

The signature of the Executive Director certifies that at the meeting of the Wildlife Conservation Board held on April 22, 2021, the Board authorized the award of a grant of up to \$574,980.00 to Grantee for the Project.

11. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one, and the same instrument.

12. ELECTRONIC SIGNATURES

The Parties agree to accept electronic signatures (as defined in Section 1633.2 of the California Civil Code), faxed versions of an original signature, or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

13. EFFECTIVENESS OF AGREEMENT

This Agreement shall be deemed executed and effective when fully signed by authorized representative(s) of each of Grantor and Grantee. Each party shall sign original counterparts of this Agreement, by written signature, via DocuSign, or another electronic method acceptable to Grantor. Each fully executed counterpart shall be deemed an original. Grantee shall receive one fully executed original and Grantor shall receive one fully executed original.

14. EXHIBITS

Each of the Exhibits referenced in this Agreement is incorporated by reference as though set forth in full herein. The following Exhibits are attached to this Agreement:

Exhibit A – Location Map

Exhibit B – Budget

Exhibit C – Work Plan

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement.

GRANTOR

STATE OF CALIFORNIA
WILDLIFE CONSERVATION BOARD

DocuSigned by:
John P. Donnelly
By: FFB2B729029842B...
John P. Donnelly
Executive Director

10/22/2021
Date: _____

GRANTEE

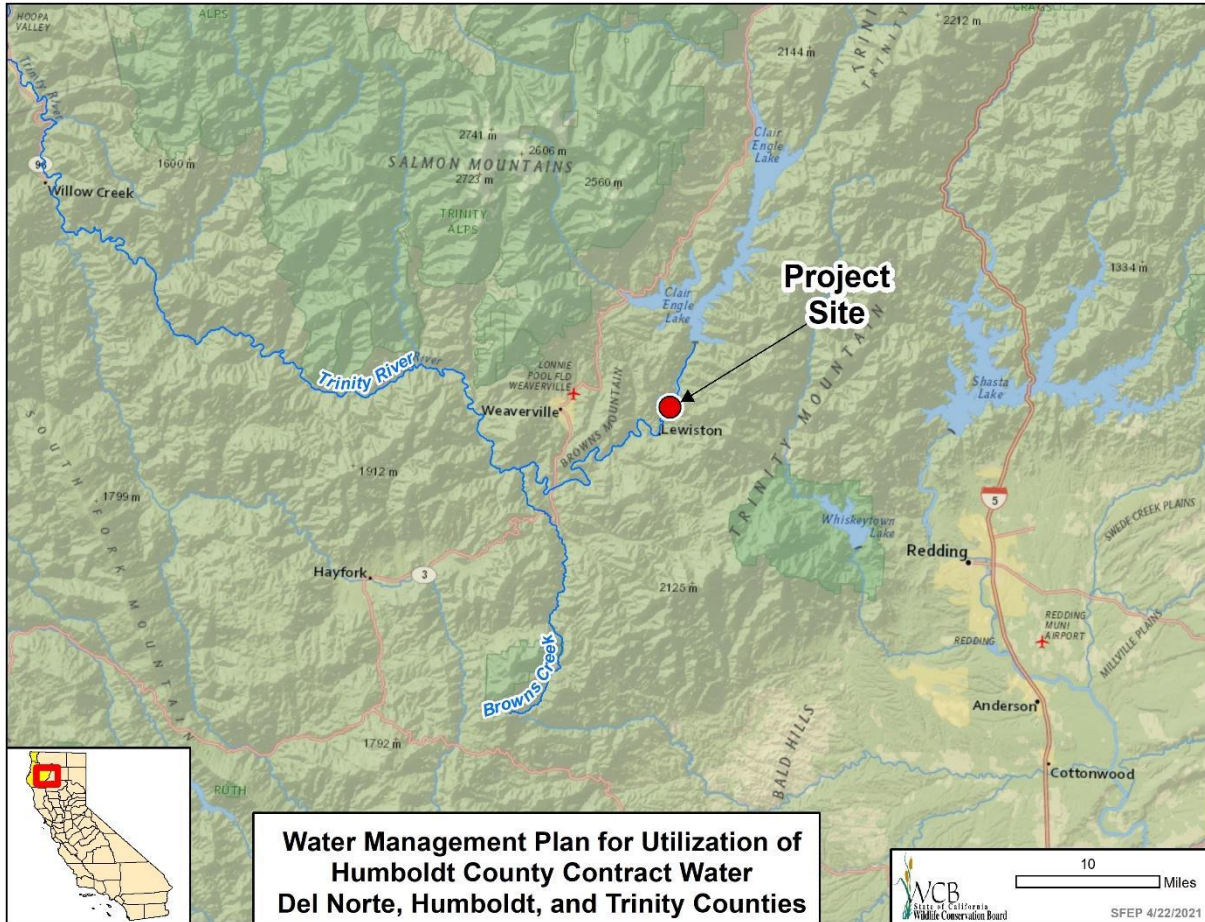
COUNTY OF HUMBOLDT

DocuSigned by:
Hank Seemann
By: FF76961B86D2469...
Hank Seemann
Public Works Deputy-Director

10/21/2021
Date: _____

By signing below, Landowner approves the Project and authorizes Grantee, its agents, employees, representatives, invitees, contractors, and subcontractors to enter on and use the Property for all purposes necessary or appropriate to carry out the Project and the obligations of Grantee under this Agreement.

EXHIBIT A – Location Map



Water Management Plan for Utilization of Humboldt County Contract Water
 Grant Agreement Number WC-2157AB
 Project ID 2021045

Exhibit B

EXHIBIT B – Budget

Project Task	WCB	Grantee	Total
1. Project Management	\$19,490	--	\$19,490
2. Stakeholder Engagement	\$39,998	--	\$39,998
3. Technical Analysis	\$310,497	--	\$310,497
4. Water Management Plan	\$119,997	--	\$119,997
5. Water Rights	\$24,499	--	\$24,499
6. Environmental Compliance Strategy	\$60,499	--	\$60,499
TOTAL	\$574,980	--	\$574,980

Notes:

- Budget does not include funding for indirect costs incurred by the Grantee.

EXHIBIT C – Work Plan

PROJECT DESCRIPTION

This planning project will develop a Water Management Plan with associated technical analysis and modeling to support efforts to utilize Humboldt County's water contract with the Bureau of Reclamation for annual releases of not less than 50,000 acre-feet into the Trinity River to benefit fish and wildlife in the Trinity River and lower Klamath River. The planning area includes the Trinity River, from Lewiston Dam to its confluence with the Klamath River, and the Klamath River, from the Trinity River confluence to the Pacific Ocean.

TASK DESCRIPTIONS

1. Project Management

Grantee shall be responsible for the performance of the work set forth in this Grant Agreement (Agreement). Grantee will provide all aspects of project management including managing the Agreement, administering subcontracts, invoicing, reporting, and all other responsibilities that may be necessary to complete the work specified in this Agreement.

2. Stakeholder Engagement

This task involves engaging with stakeholders who are actively involved with management and/or scientific study of the ecology, hydrology, and fishery resources of the Trinity River and lower Klamath River to ensure coordination with related management efforts and access to the best available scientific information. Pertinent activities include:

- Convening a stakeholder group and conducting a minimum of six meetings.
- Participating in quarterly Trinity Management Council (TMC) meetings to ensure coordination with the Trinity River Restoration Program (TRRP).
- Providing an information report to the Humboldt County Board of Supervisors.
- Coordinating and exchanging information with tribal, state, federal, and non-governmental organizations performing work related to the Trinity River and lower Klamath River.

3. Technical Analysis

This task involves three subtasks: Evaluating Baseline Conditions; Hydrologic Modeling and Analysis; and Fish Habitat, Fish Production, Water Temperature, and Hydraulic Analysis.

3.1 Evaluate Baseline Conditions

This subtask involves acquiring models and information to evaluate current conditions and identify limiting factors for fish production in the Trinity River and lower Klamath River. Activities will include (but are not limited to):

- Acquiring available information on Central Valley Project (CVP) planning and operations.
- Evaluating regulatory and operational constraints on CVP releases to the Trinity River.
- Compiling existing data, analysis, and the most current publicly-available models relevant for analyzing flows in the Trinity River, lower Klamath River, and Sacramento Rivers and for analyzing fish habitat and production in the Trinity River and lower Klamath River.
- Using the baseline information, assess the deviations between current Trinity River flows and the natural flow regime and the shortcomings and limitations of current Trinity River flows for fish habitat access and fish production.

3.2 Hydrologic Modeling and Analysis

This subtask involves analyzing a range of hydrologic and climate scenarios over the 25-year planning period, developing Contract Water release scenarios, and modeling the effects of Contract Water releases on the water budget of the Trinity River Division of the CVP. Activities will include (but are not limited to):

- Identifying a range of scenarios for future conditions taking into account anticipated water year types, CVP operations, and climate change for the 25-year planning period.
- Developing a range of scenarios for releases of Contract Water to the Trinity River to achieve the objectives developed under Task 4. Using the CALSIM reservoir-river basin planning model for the selected scenarios to estimate Trinity River flows, Trinity Reservoir storage, and exports to the Sacramento River over multi-year periods. Performing iterations to optimize benefits for Trinity River fisheries based on the analysis under subtask 3.3 and reduce impacts on water exports to the Sacramento River.

3.3 Fish Habitat, Fish Production, Water Temperature, and Hydraulic Analysis

This subtask involves analyzing the effects of Contract Water releases on fish habitat availability, fish production, water temperature (reservoir and in-stream), and hydraulics. Activities will include (but are not limited to):

- Using the existing HEC-5Q temperature model for Trinity Reservoir, or other applicable model, to analyze reservoir temperatures associated with the proposed releases of Contract Water.
- Using the existing RBM10 model developed by Jones et al (2016), or other applicable model, to analyze water temperatures in the Trinity River associated with proposed releases of Contract Water.
- Using the existing habitat model developed by Som et al (2017), or other applicable model, to analyze benefits for rearing habitat for juvenile Chinook salmon from releases of Contract Water.
- Using the existing juvenile salmonid production model (Stream Salmonid Simulator) developed by Perry et al (2016), or other applicable model, to analyze the benefits for fish production from releases of Contract Water.

- Using the output from the existing SRH-2D model developed by Bradley (2016), or other applicable model, to evaluate water surface elevations, flow velocity, shear stress, and sediment mobilization associated with releases of Contract Water.

4. Water Management Plan

This task involves developing the content of the Water Management Plan which will identify specific objectives and provide the framework for annual decision-making in the utilization of Humboldt County's Contract Water. The Water Management Plan will define the proposed action for subsequent environmental analysis and demonstrate how the proposed use is consistent with the 1955 Trinity River Division Act. Activities will include (but are not limited to):

- Summarizing the background and context for the Water Management Plan, including a detailed discussion of the TRRP and related management actions on the Trinity River and lower Klamath River.
- Developing objectives for the Contract Water to achieve the project goals. The objectives will identify specific geomorphic, habitat, water quality, or other physical conditions and associated metrics and monitoring methods. The background and rationale for the objectives will be summarized.
- Identifying and describing anticipated flow types for each objective and developing hydrographs and release schedules.
- Evaluating the option of utilizing the Contract Water for carryover storage in Trinity Reservoir. Identifying the conditions and circumstances when this option may be preferred. Identifying the steps that would be needed to implement forbearance or dedication of Contract Water for carryover storage.
- Developing a narrative summary of the proposed action for utilization of Contract Water during the 25-year planning period based on the results of subtasks 3.2 and 3.3.
- Describing how the proposed use of the Contract Water would provide economic and social benefits to Humboldt County, is consistent with Proviso 2 of the 1955 Trinity River Division Act and the December 2014 Solicitor's opinion, and does not duplicate releases made by the Bureau of Reclamation under Proviso 1 of the 1955 Trinity River Division Act.
- Developing a management structure and process for annual decision-making.

5. Water Rights

This task involves working with the Bureau of Reclamation and State Water Resources Control Board to clarify any legal or regulatory questions regarding the pertinent water rights and identify the roles, procedures, and work products needed to implement changes to those water rights (e.g., change the place of use to designate Del Norte, Humboldt, and Trinity Counties as places of use on the Bureau's water rights permits), as necessary, to facilitate annual water releases consistent with Proviso 2 of the 1955 Trinity River Division Act. A memorandum summarizing the results of this effort will be prepared. Change petition(s) or other applicable filing necessary to implement those changes will be prepared and submitted to the State Water Resources Control Board.

6. Environmental Compliance Strategy

This task involves assessing the applicability of environmental laws and regulations and developing a compliance strategy for implementation of the Water Management Plan and completion of changes (e.g., place of use) for the Bureau of Reclamation's water rights. Activities will include (but are not limited to):

- Assessing the applicability of National Environmental Policy Act (NEPA), Endangered Species Act (ESA), and other laws and regulations.
- Performing a preliminary scoping of potential environmental impacts that would be analyzed under California Environmental Quality Act (CEQA) and other laws and regulations, as applicable.
- Identifying the listed species and critical habitat in the Klamath-Trinity and Sacramento basins that could be affected and would likely be analyzed through consultation. Summarizing the anticipated scope of analysis.
- Developing a strategy for complying with the applicable laws and regulations. The strategy will include estimated costs, identify funding options, and make recommendations for next steps.

SCHEDULE AND LIST OF DELIVERABLES

Task	Deliverables	Estimated Completion Dates
1. Project Management	Invoices and Progress Reports	At least Quarterly
	Copies of Executed Subcontracts (>\$10,000)	As executed, prior to third party commencing work
	Final Report	May 31, 2023
2. Stakeholder Engagement	Meeting Materials (e.g., agendas, presentations, and minutes from six stakeholder meetings) included as an element of the Final Report	Due with Final Report
3. Technical Analysis	Memorandum – Baseline Conditions Evaluation	March 31, 2022
	Technical Report – Hydrologic Modeling and Analysis	February 28, 2023
	Technical Report – Fish Habitat, Fish Production, Water Temperature, and Hydraulic Analysis	February 28, 2023
4. Water Management Plan	Water Management Plan	April 30, 2023
5. Water Rights	Memorandum – Water Rights Analysis	February 28, 2023
	Petition(s) for Change Form(s) or other Applicable Water Rights Filing(s) (copy of version(s) submitted to State Water Resources Control Board)	February 28, 2023
6. Environmental Compliance Strategy	Memorandum – Environmental Compliance Strategy	April 30, 2023



Invoice Number	XXXXXXX
Invoice Date	Invoice Date
Customer Number	XXXXXX
Project Number	1840XXXXX

Bill To
 Client Name
 Accounts Payable
 Address
 City, State
 United States

Please Remit To
 Stantec Consulting Services Inc. (SCSI)
 13980 Collections Center Drive
 Chicago IL 60693
 United States
 Federal Tax ID
 11-2167170

Project Description: Project Name

Stantec Project Manager:	Stantec Project Manager
Authorization Amount:	\$0.00
Authorization Previously Billed:	\$0.00
Authorization Billed to Date:	\$0.00
Current Invoice Due:	\$0.00
For Period Ending:	Invoice Date

Attention:	Client Project Manager
Agreement No.	XXXXX
Invoice email:	sample@sample.com

INVOICE

Invoice Number

XXXXXXXX

Project Number

1840XXXX

TASK 1 **TASK 1: Description**

Professional Services

Billing Level

	Hours	Rate	Current Amount
Classification I			
Name	0.00	\$0.00	\$0.00
Name	0.00	\$0.00	\$0.00
	0.00		\$0.00
Classification II			
Name	0.00	\$0.00	\$0.00
Name	0.00	\$0.00	\$0.00
	0.00		\$0.00
Professional Services Subtotal	0.00		\$0.00

Disbursements

	Hours	%	Current Amount
Expenses			
Expense Type	0.00	0.00%	\$0.00
Subconsultants			
Subconsultant name, invoice #	0.00	0.00%	\$0.00
Disbursements Subtotal	0.00		\$0.00

Task 1 Total	\$0.00
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Total Fees & Disbursements	\$0.00
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INVOICE TOTAL (USD)	\$0.00
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