



COUNTY OF HUMBOLDT

For the meeting of: January 16, 2018

Date: December 28, 2017

To: Board of Supervisors

From: Thomas K. Mattson, Public Works Director

Subject: Professional Services Agreement with West Coast Watershed Regarding the Continued Provision of Consulting Services Pertaining to the North Coast Integrated Regional Planning: Healthy Communities, Functional Watersheds and Viable Economies Project

RECOMMENDATIONS:

That the Board of Supervisors:

- 1. Approve, and authorize the Chair of the Board to execute, the attached professional services agreement with West Coast Watershed regarding the continued provision of consulting services pertaining to the North Coast Integrated Regional Planning: Healthy Communities, Functional Watersheds and Viable Economies Project;
- 2. Authorize the Public Works Director to execute any and all future amendments to the attached professional services agreement with West Coast Watershed, after review and approval by County Counsel and Risk Management; and
- 3 Direct the Clerk of the Board to return two (2) original copies of the fully executed professional services agreement to the Department of Public Works Natural Resources Planning Division for further processing.

SOURCE OF FUNDING:

Grant from the California Department of Conservation on behalf of the Strategic Growth Council

Prepared by Cybelle Immitt, Senior Planner	CAO Approval Laven laven
REVIEW: Auditor County Counsel Sm Human Resource	es/Rit XLB Other
TYPE OF ITEM: X Consent	BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT Upon motion of Supervisor Bass Seconded by Supervisor Fennell
Departmental Public Hearing Other	Ayes Bass, Fennell, Sundberg, Bohn, Wilson Nays Abstain
PREVIOUS ACTION/REFERRAL:	Absent
Board Order No. C-4; C-9	and carried by those members present, the Board hereby approves the recommended action contained in this Board report.
Meeting of: February 07, 2012; October 28, 2014	Dated: 110/18 By: Kathy Hayles, Clerg of the Board

DISCUSSION:

On February 7, 2012, the Board authorized the submittal of an application on behalf of the North Coast Integrated Regional Water Management Plan, which is now known as the North Coast Resource Partnership ("NCRP"), for funding through the Strategic Growth Council's Proposition 84 funded Sustainable Communities Grant Program. On May 20, 2013, the California Department of Conservation, as fiscal agent for the Strategic Growth Council, awarded the County of Humboldt a one million dollar (\$1,000,000.00) grant for the North Coast Integrated Regional Planning: Healthy Communities, Functional Watersheds and Viable Economies Project ("SGC Grant").

On October 28, 2014, the Board approved a professional services agreement with West Coast Watershed ("WCW") to perform consulting services needed to complete certain tasks required under the terms and conditions of the SGC Grant. The term of the original professional services agreement with WCW inadvertently expired on May 20, 2016. However, the SGC Grant agreement with the California Department of Conservation is still active, and work may continue thereunder until March, 31, 2018. WCW has been making acceptable progress on the SGC Grant project and is in good standing with the County of Humboldt.

Accordingly, staff recommends that the Board approve, and authorize the Chair of the Board to execute, the attached professional services agreement in order to ensure that the consulting services needed to complete the SGC Grant project will continue to be provided until March 31, 2018.

FINANCIAL IMPACT:

The attached professional services agreement with WCW has a maximum amount payable of one hundred sixty-seven thousand eight hundred nine dollars (\$167,809.00) for the period of April 1, 2017 through March 31, 2018. Expenses associated with the attached professional services agreement will be reimbursed by the SGC Grant and are budgeted for in the approved fiscal year 2017-2018 Natural Resources Planning budget (expense line item 1720289-3797, "Sustainable Communities Grant"). As a result, approval of the attached professional services agreement will not impact the Humboldt County General Fund.

The recommended actions advance three (3) of the County's core roles: provide for and maintain infrastructure; create opportunities for improved safety and health; and protect vulnerable populations.

OTHER AGENCY INVOLVEMENT:

North Coast Resource Partnership, California Department of Conservation

ALTERNATIVES TO STAFF RECOMMENDATIONS:

Board discretion

ATTACHMENTS:

1. Professional Services Agreement with West Coast Watershed (Agreement 289-SGC-1-B) Regarding the Continued Provision of Consulting Services Pertaining to the North Coast Integrated Regional Planning: Healthy Communities, Functional Watersheds and Viable Economies Project Professional Services West Coast Watershed Sustainable Communities Grant Project No. 289-SGC-1-B

PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN COUNTY OF HUMBOLDT AND WEST COAST WATERSHED

PROJECT NAME: SUSTAINABLE COMMUNITIES GRANT PROJECT NUMBER: 289-SGC-1-B

This Agreement, entered into this <u>(6</u>thday of <u>January</u>, 2018, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and West Coast Watershed, a California corporation, hereinafter referred to as "CONSULTANT," is made upon the following considerations:

WHEREAS, COUNTY has received grant funds through the California Department of Conservation, Division of Land Resource Protection, Sustainable Communities Planning Grant and Incentives Program, Agreement Number 3012-565, for the North Cost Integrated Regional Planning – Healthy Communities, Functional Watersheds and Viable Economies Project, which shall be hereinafter referred to as the "Project;" and

WHEREAS, COUNTY, by and through its Department of Public Works – Natural Resources Planning Division, desires to retain a qualified professional to assist COUNTY in meeting the objectives of the Project; and

WHEREAS, such work involves the performance of professional and technical services of a temporary and occasional character; and

WHEREAS, COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof for the temporary period; and

WHEREAS, pursuant to California Government Code Section 31000, COUNTY may retain independent contractors to perform special services for the COUNTY or any department thereof; and

WHEREAS, CONSULTANT represents that it is adequately trained, skilled, experienced and qualified to perform the services required by COUNTY.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. OBLIGATIONS OF CONSULTANT:

CONSULTANT agrees to furnish professional consulting services pertaining to the Project in accordance with the criteria, schedule and fiscal requirements set forth in Exhibit A – Scope of Services and Project Schedule, Exhibit B – Department of Conservation Grant Agreement No. 3012-565 and Exhibit C – Project Budget and Billing Rate Schedule, which are attached hereto and incorporated herein by reference. In providing such services CONSULTANT agrees to fully cooperate with the Humboldt County Department of Public Works Director or designee thereof, hereinafter referred to as "Director."

2. OBLIGATIONS OF COUNTY:

A. <u>Provision of Necessary Data and Materials</u>. COUNTY shall provide CONSULTANT with all background data necessary for CONSULTANT to complete the services required hereunder.

- B. <u>COUNTY Representative</u>. COUNTY shall designate a representative with complete authority to transmit instructions and information, receive correspondence, interpret policy and define decisions. COUNTY's representative shall have overall charge and responsibility of COUNTY's activities and obligations with respect to said Project. All correspondence pertaining to the performance of CONSULTANT's duties and obligations contained herein shall be submitted to COUNTY's representative.
- C. <u>Review of Submitted Materials</u>. COUNTY shall thoroughly review all draft reports, sketches, proposals and other documents submitted by CONSULTANT. 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.

3. <u>TERM</u>:

The term of this Agreement shall begin on April 1, 2017 and shall remain in full force and effect until March 31, 2018, unless sooner terminated as provided herein.

4. <u>TERMINATION</u>:

- A. <u>Breach of Contract</u>. If, in the opinion of COUNTY, CONSULTANT fails to adequately perform the services required hereunder within the time limits specified herein, or otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation or other law applicable to its performance herein, COUNTY shall have the right to terminate this Agreement immediately, upon notice.
- B. <u>Without Cause</u>. COUNTY may terminate this Agreement without cause upon thirty (30) days advance written notice. Such notice shall state the effective date of the termination.
- C. <u>Insufficient Funding</u>. 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) days advance written notice of its intent to terminate this Agreement due to insufficient funding.
- D. <u>Compensation Upon Termination</u>. In the event this Agreement is terminated, CONSULTANT shall be entitled to compensation for uncompensated services rendered 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.

5. <u>COMPENSATION</u>:

- A. <u>Maximum Amount Payable</u>. The maximum amount payable by COUNTY for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is One Hundred Sixty-Seven Thousand Eight Hundred Nine Dollars (\$167,809.00). CONSULTANT agrees to perform all services required by 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. <u>Schedule of Rates</u>. The specific rates and costs applicable to this Agreement are set forth in Exhibit C Project Budget and Billing Rate Schedule.

C. <u>Additional Services</u>. No additional services shall be performed by CONSULTANT prior to the execution of a written amendment to this Agreement and the issuance of a separate "Notice to Proceed" authorizing the performance of such additional services. Any amendments authorizing the performance of additional services shall include a detailed description of such services, the dollar value thereof and the method by which such services shall be compensated. CONSULTANT shall be compensated according to the standard rate schedule set forth in Exhibit C – Project Budget and Billing Rate Schedule for any additional services authorized by COUNTY. The budget for any authorized additional services shall be established prior to the start of such services, and shall not be exceeded without written authorization from COUNTY.

6. <u>PAYMENT</u>:

CONSULTANT shall submit to COUNTY quarterly progress reports and invoices which itemize all services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement as of the invoice date. All invoices submitted by CONSULTANT shall utilize the Labor and Expense Certifications forms provided by COUNTY. CONSULTANT shall also submit a final undisputed invoice for payment no more than thirty (30) days following the expiration or termination date of this Agreement. Payment for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement shall be made within forty-five (45) days after the receipt of approved invoices. All invoices submitted by CONSULTANT shall be sent to COUNTY at the following address:

COUNTY: Humboldt County Department of Public Works – Natural Resources Planning Attention: Cybelle Immitt, Senior Planner 1106 Second Street Eureka, California 95501

7. <u>NOTICES</u>:

Any and all notices required to be given pursuant to the terms 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 Natural Resources Planning Attention: Cybelle Immitt, Senior Planner 1106 Second Street Eureka, California 95501
- CONSULTANT: West Coast Watershed Attention: Katherine Gledhill, Resource Planner P.O. Box 262 Healdsburg, California 95448

8. <u>REPORTS</u>:

CONSULTANT agrees to provide COUNTY with any and all reports which may be required by local, state or federal agencies for compliance with this Agreement. Reports shall be submitted no later than fifteen (15) days after the end of each calendar quarter using the format required by the State of California as appropriate.

9. <u>RECORD RETENTION AND INSPECTION</u>:

- A. <u>Maintenance and Preservation of Records</u>. CONSULTANT agrees to timely prepare accurate and complete financial, performance and payroll records relating to the services provided pursuant to the terms and conditions of this Agreement, and to maintain and preserve said records for at least three (3) years from the date of final payment hereunder, 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. <u>Inspection of Records</u>. 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 other duly authorized agents of the State of California for a period of three (3) years after the date of final payment hereunder. CONSULTANT hereby agrees to make such records available during normal business hours to inspection, audit and reproduction by COUNTY and any other duly authorized local, state 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 or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, but not limited to the costs of administering this Agreement.
- C. <u>Audit Costs</u>. 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 of the project shall be responsible for the deficiency and for the cost of the audit. 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 by COUNTY.

10. <u>MONITORING</u>:

CONSULTANT agrees that COUNTY has the right to monitor all activities related to this Agreement, including, without limitation, the right to review and monitor CONSULTANT's records, programs or procedures, at any time, as well as the overall operation of CONSULTANT's programs, in order to ensure compliance with the terms and conditions of this Agreement. CONSULTANT, will cooperate with a corrective action plan, if deficiencies in CONSULTANT's records, programs or procedures are identified by COUNTY. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of CONSULTANT's performance hereunder.

11. CONFIDENTIAL INFORMATION:

A. <u>Disclosure of Confidential Information</u>. In the performance of this Agreement, CONSULTANT may receive information that is confidential under local, state or federal law. CONSULTANT hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, but not limited to: California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical

- --Information Act-("CMIA"); the United States Health Information Technology for Economic and Clinical Health Act ("HITECH Act"); the United States Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.
- B. <u>Continuing Compliance with Confidentiality Laws</u>. The parties acknowledge that local, state and federal laws, regulations 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 standards and requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations or standards.

12. NONDISCRIMINATION COMPLIANCE:

- A. <u>Professional Services and Employment</u>. 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 gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service or any other classification protected by local, state or federal laws and regulations. Nothing herein shall be construed to require the employment of unqualified persons.
- B. <u>Compliance with Anti-Discrimination Laws</u>. CONSULTANT further 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 41 C.F.R. Part 60; and any other applicable local, state and/or federal laws and regulations, 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 the California Code of Regulations are incorporated into this Agreement by reference.

13. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this Agreement, CONSULTANT certifies that it 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:

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

- A. <u>Drug-Free Policy Statement</u>. 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. <u>Drug-Free Awareness Program</u>. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about the following:
 - 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. <u>Drug-Free Employment Agreement</u>. 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. <u>Effect of Noncompliance</u>. Failure to comply with the above-referenced requirements may result in suspension of payments under this Agreement and/or termination thereof, and CONSULTANT may be ineligible for award of future contracts if COUNTY determines that the foregoing certification is false or if CONSULTANT violates the certification by failing to carry out the above-referenced requirements.

15. INDEMNIFICATION:

A. <u>Hold Harmless, Defense and Indemnification</u>. CONSULTANT shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, CONSULTANT's negligent performance of, or failure to comply with any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY. CONSULTANT shall reimburse COUNTY for all costs, expenses and liabilities incurred with respect to any litigation in which CONSULTANT is obligated to indemnify, defend and hold harmless COUNTY. B. <u>Effect of Insurance</u>. Acceptance of the insurance required by this Agreement shall not relieve CONSULTANT from liability under this provision. This provision shall apply to all claims for damages related to 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. <u>General Insurance Requirements</u>. Without limiting CONSULTANT's indemnification obligations provided for herein, CONSULTANT shall, and shall require that all subcontractors hereunder, take out and maintain, throughout the entire period of this Agreement, and any extended term 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 of CONSULTANT and its agents, officers, directors, employees, licensees, invitees, assignees and subcontractors:
 - 1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one (1) incident, including, but not limited to, 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, non-owned and hired vehicles. Said coverage shall 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, its agents, officiens, officials, employees and volunteers. In the event CONSULTANT is self-insured, a Certificate of Permission to Self-Insure, signed by the California Department of Industrial Relations Administration of Self-Insurance shall be filed with the Clerk of the Humboldt County Board of Supervisors.
 - 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 occurrence (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. CONSULTANT shall require that such coverage be incorporated into its professional services agreements with any other entities.
- B. <u>Special Insurance Requirements</u>. 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, its agents, officers, officials, employees and volunteers, are covered as additional insureds 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 and 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 loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, 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, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice provisions 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-insured programs maintained thereby are excess to CONSULTANT's insurance and will not be used to contribute therewith.
- 5. Any failure to comply with the provisions 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 or County Counsel. 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 other available remedies, take out the necessary insurance, and CONSULTANT agrees to pay the cost thereof. COUNTY is also hereby authorized to 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 above-referenced aggregate limits.

C. <u>Insurance Notices</u>. 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 provisions described herein.

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

AND

Humboldt County Department of Public Works–Natural Resources Planning Attention: Cybelle Immitt, Senior Planner 1106 Second Street Eureka, California, 95501

CONSULTANT: West Coast Watershed Attention: Katherine Gledhill, Resource Planner P.O. Box 262 Healdsburg, California 95448

17. <u>RELATIONSHIP OF PARTIES</u>:

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, but not limited to, overtime, retirement benefits, leave benefits or workers' compensation. CONSULTANT shall be solely responsible for the acts or omissions of its agents, officers, directors, employees, licensees, invitees, assignees and subcontractors.

18. THIRD PARTY BENEFICIARIES:

CONSULTANT shall require that all subcontractors hereunder agree to be bound by the terms and conditions of this Agreement as applicable. However, nothing in this provision shall operate to confer any rights, remedies, obligations or liabilities upon any third parties.

19. COMPLIANCE WITH APPLICABLE LAWS:

CONSULTANT agrees to comply with any and all local, state and federal laws, regulations, standards, policies, procedures and guidelines applicable to the services provided pursuant to the terms and conditions of this Agreement. CONSULTANT further agrees to comply with any and all applicable local, state and federal licensure and certification requirements.

20. <u>PROVISIONS REQUIRED BY LAW</u>:

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

21. REFERENCE TO LAWS AND RULES:

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

22. <u>SEVERABILITY</u>:

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.

23. ASSIGNMENT:

CONSULTANT shall not delegate its duties or assign its rights hereunder, either in whole or in part, without COUNTY's prior written consent. Any assignment by CONSULTANT 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 CONSULTANT to obtain supplies, technical support or professional services.

24. AGREEMENT SHALL BIND SUCCESSORS:

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

25. WAIVER OF DEFAULT:

The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be 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 or any default 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 funds disbursed to CONSULTANT which COUNTY determines were not expended in accordance with the terms of this Agreement. It is further understood that COUNTY's acceptance of the services provided pursuant to the terms and conditions of this Agreement shall not operate as a waiver or release of any breach of this Agreement.

26. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

27. <u>AMENDMENT</u>:

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

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28. <u>STANDARD OF PRACTICE</u>:

CONSULTANT warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONSULTANT's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

29. <u>TITLE TO INFORMATION AND DOCUMENTS</u>:

It is understood that any and all documents, information, and reports concerning the subject matter of this Agreement prepared and/or submitted by CONSULTANT shall become the property of COUNTY. However, CONSULTANT may retain copies of such documents and information for its records. In the event of termination of this Agreement, for any reason whatsoever, CONSULTANT shall promptly turn over all information, writings and documents pertaining to the services provided hereunder to COUNTY without exception or reservation.

30. <u>ADVERTISING AND MEDIA RELEASE</u>:

All informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media (television, radio, newspapers and internet). CONSULTANT shall inform COUNTY of all requests for interviews by media related to this Agreement before such interviews take place; and COUNTY is entitled to have a representative present at such interviews. All notices required by this provision shall be given to Director.

31. <u>SUBCONTRACTS</u>:

CONSULTANT shall obtain prior written approval from COUNTY before subcontracting any of the services to be delivered hereunder. Any and all subcontracts will be subject to all applicable provisions of this Agreement. CONSULTANT shall remain legally responsible for the performance of all terms and conditions of this Agreement, including work performed by third parties under subcontracts, whether approved by COUNTY or not.

32. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or 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.

33. ATTORNEY FEES:

If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this Agreement from being performed, the prevailing party in said action or proceeding shall be entitled to recover court costs and reasonable attorneys' fees, including 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 or proceeding 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.

34. <u>SURVIVAL</u>:

The duties and obligations of the parties set forth in Sections 4(D) – Compensation Upon Termination, 9 – Record Retention and Inspection, 11 – Confidential Information and 15 – Indemnification shall survive the expiration or termination of this Agreement.

35. 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.

36. <u>INTERPRETATION</u>:

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.

37. <u>INDEPENDENT CONSTRUCTION</u>:

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

38. <u>FORCE MAJEURE</u>:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without 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, 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.

39. <u>ENTIRE AGREEMENT</u>:

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 their entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.

40. <u>AUTHORITY TO EXECUTE</u>:

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.

[Signatures on Following Page]

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

TWO SIGNATURES ARE REQUIRED FOR CALIFORNIA CORPORATIONS:

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

WEST COAST WATERSHED By: Nathtrine. Name: (FO Treasure Title:

Date: 1.6.18

By: Name: Kaven (st Title: (EO

Date: 12/31/17

COUNTY OF HUMBOLDT:

By: Chair, Humboldt County Board of Supervisors

Date: 1/16/18

(SEAL)

ATTEST: Clerk of the Board By: Ryan Sharp, Deputy Clerk or the Board INDEMNIFICATION REQUIREMENTS APPROVED: INSUR

Bv:

Risk Management

LIST OF EXHIBITS

Exhibit A – Scope of Services and Project Schedule Exhibit B – Department of Conservation Grant Agreement No. 3012-565 Exhibit C – Project Budget and Billing Rate Schedule

Exhibit A – Scope of Services and Project Schedule <u>Project Number: 289-SGC-01-B</u>

TASK /Sub-Task Description (from SGC Grant Agreement)	Schodula of Dalting black Data
	Schedule of Deliverables: Due Date
 TASK 2. Regional Coordination and Input: This task builds upon the on-going efforts of the NCRP to build connections throughout the North Coast region. This project would allow the NCRP to add another layer of planning integration by providing resources to focus on sustainable growth planning and compliance with AB 32 and SB 375. Given the size of the region and the NCRPs commitment to reducing GHG emissions, outreach will predominantly be accomplished via phone and e- mail. <u>Sub-Task 2A – Initial Targeted and Regional Outreach</u> <u>Sub-Task 2B – Targeted and Regional Outreach</u> <u>Sub-Task 2C - Final Planning & Project Outreach</u> <u>Sub-Task D - Sustained Regional Tracking & Plan</u> <u>Performance</u> 	Sub-Task 2A:Interview summaries, meeting schedule, announcements, agendas, meeting materials, participant lists, meeting summaries and presentations. List of available data, list of existing plans and policies, list of local priorities for development of model plans and policies, and status of greenhouse gas accounting. (Ongoing)Sub-Task 2B:PDFs of website updates, NCRP and other meeting agendas, meeting materials, participant lists and meeting summaries. Documentation of updates and input from e-mail and web communication and a summary of feedback. [Ongoing]Sub-Task 2C:Documentation on provision of final products and use of final products to NCRP jurisdictions. [June 2017]Sub-Task 2D:Documentation of system developed for sustained project tracking. NCIRWM Plan Performance and Data Management Plan. [June 2017]
 TASK 3. Baseline Data Assessment & Analysis: This task will form the basis of later tasks. Data collected as part of Task 2 will be combined with other data derived from different sources to develop a baseline data assessment for the region. The technical data and documents will be documented, summarized and incorporated into a spatially referenced database and GIS. <u>Sub-Task 3A – Document Grey Infrastructure</u> <u>Sub-Task 3B – Document Grey Infrastructure</u> <u>Sub-Task 3D – Document Grey Infrastructure</u> <u>Sub-Task 3D – Document Grey Infrastructure</u> <u>Sub-Task 3D – Document Renewable Energy Resources</u> <u>Sub-Task 3D – Summarize Existing Plans and Policies</u> <u>Sub-Task 3F Carbon Sequestration</u> <u>Sub-Task 3G - Strategies to Address Potential Barriers to GHG Reduction and Sustainable Growth Policies</u>. <u>Sub-Task 3H - Local Outreach and Local Data Development</u> <u>Sub-Task 3J – Development of Task Technical Memorandum</u> 	 Task 3: The Baseline Data Assessment & Analysis Technical Memorandum [June 2017] Summary of existing plans and policies, degree to which they address AB32 and SB 375, and recommendations for plans and policies to be further developed in the Model Planning and Policy Toolkit. GIS database, maps and description of the NCRP grey (built) infrastructure, Green (natural) infrastructure, and existing and potential renewable energy sites. Baseline data and mapping of GHG emissions. Baseline data and mapping of carbon sequestration potential in natural lands. Documentation of barriers which inhibit regional green house reduction strategies and approaches to address potential barriers in planning documents to be developed in Tasks 4, 5, 6, and 7. Documentation of the RFP process and RFP and list of local sub-contracts.
TASK 4. North Coast Regional Climate Mitigation and Energy Independence Plan: This task will build on the baseline assessment and analysis developed in Task 3. The North Coast Regional Climate Mitigation and Energy Independence Plan will	Task 4: North Coast Regional Climate Mitigation and Energy Independence Plan. • Final North Coast Regional Climate Mitigation and Energy

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Exhibit A – Scope of Services and Project Schedule Project Number: 289-SGC-01-B

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TASK /Sub-Task Description (from SGC Grant Agreement)	Schedule of Deliverables: Due Date
address both (grey) built and (green) natural infrastructure and includes strategies for reducing VMT, promoting infill, enhancing the use of renewable energy and retrofits, reducing the energy associated with water and wastewater, reduction of solid waste. Co-benefits related to public health will also be described in the plan, including air quality, water quality, employment opportunity, civic engagement, opportunities for physical fitness.	Independence Plan [September 2017]
 <u>Sub-Task 4A - GHG Emissions Baseline and Reduction</u> <u>Potential</u> 	
Sub-Task 4B – Carbon Emissions Accounting	
<u>Sub-Task 4C - Document Forest Management Practices</u>	
 <u>Sub-Task 4D - Energy Independence Planning</u> 	
Sub-Task 4E - Energy Independence Program	
 <u>Sub-Task 4F - Renewable Energy Development</u> 	
 <u>Sub-Task 4G - Local Support</u> 	
 <u>Sub-Task 4H - Develop North Coast Regional Climate</u> <u>Mitigation and Energy Independence Plan</u> 	
TASK 5. North Coast Regional Climate Adaptation Plan: Under this task, the Climate Adaptation framework and Plan will be developed which includes the North Coast Regional process of identifying the vulnerability of built and natural infrastructure to potential climate change impacts. Climate adaptation strategies will be developed based on various climate change scenarios and baseline assessments performed in Task 3 and will incorporate relevant outcomes from Task 4.	 <u>Task 5 Deliverables:</u> North Coast Regional Climate Adaptation Plan. The final deliverable will incorporate the elements developed in Sub-Tasks 5A – 5E. The components of the deliverable are as follows: Final North Coast Regional Climate Adaptation Plan [September 2017]
<u>Sub-Task 5A – Identify Climate Change Impacts</u>	
Sub-Task 5B - Identify Vulnerable Areas	r
Sub-Task 5C - Economic Adaptation Measures	
<u>Sub-Task 5D - Public Health Adaptation Measures</u>	-
 <u>Sub-Task 5E – Resource Management Adaptation</u> <u>Measures</u> 	
<u>Sub-Task 5F - Local Support</u>	
<u>Sub-Task 5G – Develop North Coast Regional Climate</u> <u>Adaptation Plan</u>	
TASK 6. North Coast Regional Greenprint: Under this task, a Regional Greenprint will be developed that addresses natural resources and planning for growth of built infrastructure based on assessments performed above in Tasks 3, 4, and 5, and includes an approach for valuing ecosystem services,	Task 6 Deliverable: North Coast Regional Greenprint, a comprehensive planning document including data regarding the economic values of intact ecosystems and working landscapes, and combining the preservation of natural

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Exhibit A – Scope of Services and Project Schedule <u>Project Number: 289-SGC-01-B</u>

TASK /Sub-Task Description (from SGC Grant Agreement)	Schedule of Deliverables: Due Date		
mechanisms for protecting priority conservation areas and working landscapes, and promoting infill by ensuring that ecosystems and working landscapes remain functional.	 resources and cultural resources with land-use planning. Final North Coast Regional Greenprint [September 202] 		
 Sub-Task 6A - Natural Resource Preservation 			
 <u>Sub-Task 6B - Agricultural Land Protection</u> 			
<u>Sub-task 6C – Conservation Valuation/Ecosystem Service</u>	· · ·		
<u>Sub-Task 6D – Growth Planning</u>			
Sub-Task 6E – Develop North Coast Regional Greenprint			
TASK 7. North Coast Regional Model Planning and Policy Toolkit: One of the most effective methods for making progress towards greenhouse gas reduction and sustainable growth is for the local jurisdictions within the North Coast to be provided the planning tools necessary to implement change at the local level. This task will rely heavily on the data and information developed in Tasks 3, 4, 5, and 6. The definitive list of model policies and planning documents will not be known until the earlier tasks and extensive outreach is completed. The sub tasks below identify a subset of potential model policies. A model planning and policy toolkit with context sensitive strategies will be developed that incorporates both model language and development support to allow customization of planning items. The toolkit will reflect local priorities and constraints, compliance with AB 32 and SB 375, and support for the specific needs in the North Coast. Where relevant, the toolkit will be developed to support integration into county general plans.	 <u>Task 7 Deliverable:</u> North Coast Regional Model Planning and Policy Toolkit: Final North Coast Regional Model Planning and Policy Toolkit [December 2017] 		
Sub-Task 7A - Model Energy Policies			
 <u>Sub-Task 7B - Model Transportation Policies and Plan</u> <u>Models</u> 			
<u>Sub-Task 7C - Model Waste Policies</u>			
Sub-Task 7D - Model Land Use Policies.			
Sub-Task 7E - Model Water Policies			
<u>Sub-Task 7F - Local Support</u>	· :		
 <u>Sub-Task 7F – Develop Prioritized Model Policy and</u> <u>Planning Elements</u> 			
<u>Sub-Task 7G – Develop North Coast Regional Model</u> <u>Planning and Policy Toolkit</u>			
TASK 8. Economic Analysis: An important part of creating buy in for incorporating sustainable community planning into local	Task 8A Deliverable: North Coast Regional Sustainable Communities Baseline Economic Analysis [June 2017]		
plans and policies and to secure future implementation funding will be qualitatively and quantitatively documenting not just	Task 8B Deliverable: North Coast Regional Sustainable		

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Exhibit A – Scope of Services and Project Schedule <u>Project Number: 289-SGC-01-B</u>

TASK /Sub-Task Description (from SGC Grant Agreement)	Schedule of Deliverables: Due Date
 the financial effects of the regional planning objectives and the outcomes of Tasks 4, 5, 6, and 7, but also the increases in quality of life (improved public health, reduced exposure to flood risks, etc.) that would result from implementing the plans across the region. The economic analysis conducted in this task will accomplish both of these goals, and pay particular attention to assessing the economic benefits for the North Coast Region's many disadvantaged communities. <u>Sub-Task 8A- Baseline Economic Scenario</u> <u>Sub-Task 8B – Strategic Plan Scenario</u> <u>Sub-Task 8C – Final Economic Technical Memorandum</u> 	 Communities Strategic Plan Scenario [September 2017] <u>Task 8C Deliverable:</u> North Coast Regional Sustainable Communities Economic Analysis Final Technical Memorandum Draft North Coast Economic Analysis Final Technical Memorandum content for review by the NCRP PRP and TPRC [October 2017] Draft North Coast Economic Analysis Final Technical Memorandum made available for public comment to the NCRP jurisdictions [November 2017] Final North Coast Economic Analysis Final Technical Memorandum [January 2018]
 TASK 9. Long-Term Financing Plan: To ensure the implementation of the planning documents developed as part of this project, a long-term financing plan will be developed to assist local jurisdictions - many of whom are economically disadvantaged - implement the deliverables developed as part of Tasks 4, 5, 6, and 7. <u>Sub-Task 9A - Identification of Funding Mechanisms</u> <u>Sub-Task 9B - Funding Programs</u>. <u>Sub-Task 9C - Develop North Coast Long-Term Financing Plan</u> 	Task 9 Deliverable: North Coast Long-Term Financing Plan [January 2018] • Final North Coast Long-Term Financing Plan [January 2018] 2018] • • • • • • • • • • • • • • • • • • •

Exhibit B – Department of Conservation Grant Agreement No. 3012-565

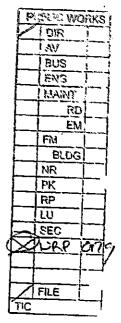


State et California • Natural Resources Agency Department et Conservation Division of Land Resource Protection 801 K Street • MS 18-01 Sacramento, CA 95814 (916) 324-0830 • FAX (916) 327-3430

Edmund G. Brown Jr., Gerenson John M. Lowrie, Assistant Director

January 25, 2017

Cybelle Immitt Senior Planner, Department of Public Works County of Humboldt 1106 Second Street Eureka, CA 95501



Dear Mrs. Immitt:

STRATEGIC GROWTH COUNCIL SUSTAINABLE COMMUNITIES PLANNING GRANT 3012-565 – AMENDMENT #1

Enclosed is the fully executed amendment for grant #3012-565 which provides funding and support for North Coast Integrated Regional Planning – Healthy Communities, Functional Watersheds, and Viable Economies. This amendment extends the end of the grant term from May 20, 2017 to March 31, 2018. Please retain this original copy of the amendment in your grant file for future reference.

If you have any questions, please contact me by phone at (916) 324-0871 or by email at <u>Elena.Davert@conservation.ca.gov</u>.

Sincerely,

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Elena Davert Grant Administrator

Enclosure



Sizio el Califonia • Natural Resources Agency Decembra of Conservation Division of Land Resource Protection SOLX Street + NS 14-15 Sacramento, CA 95814 (916) 324-0850 · FAX (916) 327-3430

Enzad & Brown M., Greeney Join H. Louis, Assistant Discour

June 3, 2016

Thomas Mattson, Director of Public Works County of Humboldt 1105 6th Street Eureka, CA 95501

Dear Mr. Mattson:

The Department of Conservation and the County of Humboldt hereby agree to amend Strategic Growth Council (SGC) - 2011 Sustainable Communities Planning Grants Agreement #3012-565.

In the Grant Agreement, under section titled: Project Execution and Scope, the language in Section 3 states:

"GRANTEE shall complete the Project in accordance with the Grant End Date, unless an extension has been formally granted by the DEPARTMENT and under the terms and conditions of this Grant Agreement. Extensions may be requested in advance and will be considered by DEPARTMENT, at its sole discretion, in the event of circumstances beyond the control of the GRANTEE, but in no event more than thirty-six (36) months beyond the agreement execution (start) date."

This language is hereby modified to read:

"GRANTEE shall complete the Project in accordance with the Grant End Date, unless an extension has been formally granted by the DEPARTMENT and under the terms and conditions of this Grant Agreement. Extensions may be requested in advance in writing, in the form of a letter, and will be considered jointly by the DEPARTMENT and the SGC, but in no case will any extension be made beyond March 31, 2018, which is 90 days prior to the funding end date of June 30, 2018."

Mr. Thomas Mattson **Director of Public Works** County of Humboldt

Mr. David Thesell

Program Manager Department of Conservation

	The Resources Ag		•		
GRANT A	GREEMENT				
GRANTEE: County of Humboldt	a hag (), , , , , , , , , , , , , , , , , ,		- 7		
PROGRAM: Department of Conservation, Division of Land Resource Protection, Sustainable Communities Planning Grant and Incentives Program	GRANT NUMBER: 301	2-565	1A	M. NO.: 1	
MAXIMUM AMOUNT OF THIS GRANT: \$1,00	0,000.00	<u> </u>			· · · · · · ·
The Department and the Grantee hereby agree to the follow	wing:				
This amondment extends the term of the grant agreement. The March 31, 2018. The term of the agreement is now May 20, 20 See "Work Plan and Schedule of Deliverables" for additional de	14 Ihrough March 31, 201	' is being ex 8.	tended ûnt	il	
All Terms and Conditions shall remain the same.			•	-	
			·		
· ·			,		
	······				
STATE OF CALIFORNIA DEPARTMENT OF CONSERVATION	County of Humbo	ldt			
AUTHORIZED SIGNATURE 12/23/16	AUTHORIZED SIGNATURE	lie	5	171 DATE	2/16
David Thesell, Program Manager	Thomas K. Mattson, Director, Public Works				
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE				
	E OF FUNDING	r	<u></u>	FUND TITLE	
\$0.00	SGC-SCPGIF		Quality and S	The Sale Drinki upply Flood Co relaction Bond	ntrol, River and
PROR AMOUNT ENCUMBERED FOR THIS AGREEMENT	INDEX NUMBER 3200		PCANUMEER FY 11/12 36165 - \$678,319.00		
\$1,000,000.00			FY 13/14	36275 - \$3	21,681.00
na n	Item 3480-101-6051-004; \$6)	/8.319.00	· CHAPTER 33	STATUTE 2011	FISCAL YEAR
TOTAL AMOUNT ENCLIMBERED TO DATE	3480-101-6051-004: \$32	•	20	2013	2013-14
•/	ORIEC	I OF EXPENDITURE	CODE AND THE		
\$1,000,000.00		OBJECT OF EXPENDITURE (CODE AND TITLE) 702.21			
I HEREBY CERTIFY UPON MY DWAN PERSONAL KNOWLEDGE THAT BUDGETED FUNDS ARE AVAILABLE FOR T	DATE	NDITURE STATED A			N3
		. <u> </u>		reement Cov	

Exhibit B - Department of Conservation Grant Agreement No. 3012-565 .

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GRANT AGREEMENT

1 his grant agreement (Grant Agreement) is entered into by and between the California Department of Conservation, Division of Land Resource Protection, (DEPARTMENT), the administrative agent for the Strategic Growth Council (COUNCIL), and Humboldt, County of (GRANTEE) (collectively PARTIES).

RECITALS

WHEREAS, Public Resources Code sections 75127, 75128, 75129 authorize the DEPARTMENT to develop and the COUNCIL to approve a program and associated guidelines for funding the creation of sustainable community plans, which encompasses planning programs and projects described in the Sustainable Communities Planning Grant Program Guidelines.

WHEREAS, The Sustainable Communities Planning Grant Program subsequently approved by the Council and developed by the DEPARTMENT is funded by Proposition 84, the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006. Proposition 84 added Division 43 to the Public Resources Code, Chapter 9, Sustainable Communities and Climate Change Reduction, Public Resources code section 75065(a), which authorizes the Legislature to appropriate \$90 million for planning grants and planning incentives that reduce energy consumption, conserve water, improve air and water quality, and provide other community benefits.

WHEREAS, the DEPARTMENT has received and reviewed GRANTEE'S application, which included a detailed budget, specifications, and work plan in conformance with existing Sustainable Community Planning Grant Guidelines dated November 2011, and approved by the COUNCIL for purposes of implementing Round 2 of a funding program assigned to the DEPARTMENT on March 17, 2010.

WHEREAS, the COUNCIL has reviewed all relevant documents, including those required documents necessary to comply with all existing laws and regulations and has approved the funding subject to this Grant Agreement.

WHEREAS, the DEPARTMENT and the GRANTEE now desire to enter into this Agreement for $\underline{\$1,000,000}$ to be expended on the creation of the sustainable community plan described in this Grant Agreement and the exhibits which are incorporated in and attached to it.

NOW THEREFORE, the PARTIES agree as follows:

DEFINITIONS

1. The term "Act" means Proposition 84, the California Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006.

2. The term "Application" means the individual application form, its required attachments for grants pursuant to the enabling legislation and/or program and any applicable materials supplied by applicant to the DEPARTMENT prior to award.

3. The term "Application Guidelines" means the Sustainable Planning Grant Program Guidelines Developed by the DEPARTMENT and approved by the COUNCIL on November 2, 2011.

4. The term "Grant" or "Grant Funds" means the money provided by the COUNCIL to the GRANTEE in this Grant Agreement.

5. The term "Project" means the sustainable community plan to be developed by GRANTEE and described in the Application and exhibits incorporated in and attached to this Grant Agreement.

6. The term "Project Budget" means the State approved cost estimate included as Exhibit A to this Agreement.

7. The term "Work Plan" means the description or activity of work to be accomplished by the GRANTEE as further described in Exhibit B.

8. The term "Public Agency" means any State of California department or agency, a county, city, public district or public agency formed under California law.

GENERAL TERMS

1. The purpose of this Grant Agreement is to fund work outlined in the GRANTEE'S submitted Budget and Work Plan, included in, and attached to this Agreement as Exhibits A and B.

2. This Grant Agreement becomes effective when executed by both PARTIES. GRANTEE shall not commence performance until the Agreement is signed and fully executed by the DEPARTMENT on behalf of the COUNCIL.

3. The date the Grant Agreement is fully executed by the DEPARTMENT on behalf of the COUNCIL constitutes the Grant Start Date. The term of this Agreement shall begin at the time of such execution and end three (3) years after the Grant Start Date, which constitutes the Grant End Date.

4. The signatories certify that they are authorized to act on behalf of the PARTIES in approving and executing this Grant Agreement. The signatory for the GRANTEE further certifies that, to the extent necessary, the Board of Directors or Board of Supervisors for the GRANTEE has endorsed GRANTEE'S receipt of grant funds pursuant to this Grant Agreement and performance of activities and expenditure of funds in a manner consistent with the Detailed Budget and Payment Provisions, Work Plan and Schedule of Deliverables, the General Terms and Conditions, Special Terms and Conditions and Certificates of Compliance, which are attached to this Grant Agreement as Exhibits A-C.

5. The PARTIES agree that the DEPARTMENT shall act as grant manager and administer this Grant Agreement on behalf of the COUNCIL.

6. The DEPARTMENT will, on behalf of the COUNCIL, monitor grant progress and review and approve invoices and other documents delivered to the DEPARTMENT in accordance with the project cost terms in this Grant Agreement.

7. All official communication from the GRANTEE to the DEPARTMENT shall be directed to: Department of Conservation, Division of Land Resource Protection, 801 K Street, MS 18-01, Sacramento, CA 95814 or at: <u>SGCSustainablecommunities@conservation.ca.gov</u>.

PROJECT EXECUTION AND SCOPE

1. Subject to the availability of funds in the Act, the DEPARTMENT hereby grants to the GRANTEE a sum of money (Grant Funds) not to exceed <u>\$1,000,000</u> in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of Project in this Grant Agreement and its attachments and under the terms and conditions set forth in this Grant Agreement.

2. GRANTEE shall furnish any and all additional funds that may be necessary to complete the Project.

3. GRANTEE shall complete the Project in accordance with the Grant End Date, unless an extension has been formally granted by the DEPARTMENT and under the terms and conditions of this Grant Agreement. Extensions may be requested in advance and will be considered by DEPARTMENT, at its sole discretion, in the event of circumstances beyond the control of the GRANTEE, but in no event more than thirty-six (36) months beyond the agreement execution (start) date.

4. GRANTEE shall at all times ensure that Project complies with all state and local laws, including, and to the extent applicable the California Environmental Quality Act.

5. GRANTEE shall provide quarterly status reports and component deliverables in accordance with the approved Work Plan as provided in Exhibit B.

6. The terms and conditions of this Grant Agreement, its attachments and exhibits constitute and contain the entire Grant Agreement and understanding between the PARTIES, and may not be contradicted by evidence of any prior or contemporaneous oral agreement.

MODIFICATIONS AND AMENDMENTS

1. No amendment or variation of the terms of this Grant Agreement shall be valid unless made in writing, agreed to and signed by both PARTIES.

2. Any request by the GRANTEE for amendments must be in writing stating the amendment request and reason for the request. The GRANTEE shall make requests in a timely manner and in no event less than sixty (60) days before the effective date of the proposed amendment.

3. Changes to budget line item revisions of less than \$1,000, minor task modifications, and staff adjustments do not require amendment of the Agreement. However, the GRANTEE shall obtain prior written approval from the Grant Manager before making such changes. All change requests shall be made in writing and include a description of the proposed change and the reasons for the change.

4. GRANTEE agrees to submit in writing to the DEPARTMENT for prior approval any deviation from the original Work Plan per Exhibit B. Changes in Work Plan must continue to meet the need cited in the original Application or they will not be approved. Any modification or alteration in the Project as

Page 3 of 15

set forth in the Application on file with the DEPARTMENT must be submitted to the DEPARTMENT for approval. Any modification or alteration in the Project must also comply with all current laws and regulations.

PROJECT COSTS AND ADMINISTRATION

1. The GRANTEE shall expend Grant Funds in the manner described in the Exhibit A as approved by the DEPARTMENT. The total dollars of a category in the Project Budget may be increased by up to ten percent (10%) through a reallocation of funds from another category, without approval by the DEPARTMENT. However, the GRANTEE shall notify the DEPARTMENT in writing when any such reallocation is made, and shall identify both the item(s) being increased and those being decreased. Any cumulative increase or decrease of more than ten percent (10%) from the original budget in the amount of a category must be approved in writing by the DEPARTMENT. In any event, the total amount of the Grant Funds may not be increased, nor may any adjustments exceed the limits for preliminary costs as described in the Application Guidelines.

2. Only direct costs are reimbursable under this contract. Indirect costs, including salaries and benefits of employees not directly assigned to the Project, and organizational functions, such as personnel, business services, information technology, salaries of supervisors or managers (not directly assigned to the Project), and overhead, such as rent, and utilities, shall not be reimbursable.

3. All costs charged against the grant shall be net of all applicable credits. The term "applicable credits" refers to those receipts or reductions of expenditures that operate to offset or reduce expense items that are reimbursable under this Agreement. Applicable credits may include, but are not necessarily limited to, rebates or allowances, discounts, credits toward subsequent purchases, and refunds. GRANTEE shall, where possible, deduct the amount of the credit from the amount billed as reimbursement for the cost, or shall deduct the amount of the credit from the total billed under a future invoice.

4. GRANTEE shall make available all products and deliverable work-products acquired or developed pursuant to this Grant Agreement available for inspection upon request by the DEPARTMENT.

5. GRANTEE shall use any income earned by the GRANTEE from use of the Project to further Project purposes, or, if approved by the DEPARTMENT, for related purposes within the jurisdiction.

6. GRANTEE shall report to the DEPARTMENT all sources of other funds for the Project.

FINANCIAL RECORDS

1. GRANTEE shall maintain satisfactory financial accounts, documents, and records for the Project and to make them available to the DEPARTMENT for auditing at reasonable times. GRANTEE shall also retain such financial accounts, documents, and records for three (3) years after final payment and one (1) year following an audit.

2. GRANTEE agrees that during regular office hours, the DEPARTMENT and its duly authorized representatives shall have the right to inspect and make copies of any books, records, or reports of the other party pertaining to this Grant Agreement or matters related thereto. GRANTEE shall maintain and make available for inspection by the DEPARTMENT accurate records of all of its costs, disbursements, and receipts with respect to its activities under this Grant Agreement.

3. GRANTEE shall use applicable Generally Accepted Accounting Principles (GAAP), unless otherwise agreed to by the State.

4. GRANTEE shall maintain adequate supporting documentation in such detail so as to provide an audit trail of receipts, expenditures, and disbursements. GRANTEE'S records will permit tracing transactions from support documentation to the accounting records to financial reports and billings. Such documentation shall include, but shall not necessarily be limited to, subsidiary ledgers, payroll records, vendor invoices, canceled checks, bank or other financial account records, consultant contracts and billings, volunteer rosters and work logs, and lease or rental agreements. Such documentation shall be readily available for inspection, review, and/or audit by the Grant Manager or other representatives of the State.

5. Subcontractor(s) employed by the GRANTEE and paid with moneys under the terms of this Grant Agreement, shall be responsible for maintaining accounting records as is required of GRANTEES.

PROJECT RECORDS

1. GRANTEE shall establish an official file for the Project. The file shall contain documentation of all actions taken regarding this grant.

2. GRANTEE shall establish separate ledger accounts for receipt and expenditure of grant funds and maintain expenditure detail in accordance with the approved budget detail and the Financial Records section of this Grant Agreement.

3. The official file shall contain all financial records required of GRANTEES by this Grant Agreement and be available for audit and review by the DEPARTMENT according to the same requirements for financial records.

REQUIRED REPORTS

1. The GRANTEE shall submit to the Grant Manager Quarterly Status Reports, Annual Status Reports, and a Final Report. The DEPARTMENT shall provide report forms. The GRANTEE shall complete the Report Forms in their entirety.

1.1. The Quarterly Status Reports shall conform to the template provided, and shall justify the invoice items and charges.

1.2. The Annual Status Reports shall include the following for the Focus Area specified:

Focus Area 1 - Cities and Counties

The GRANTEE shall include discussion of the following:

(a) How and the extent the grant project has achieved the goals and sustainability objectives outlined in the regional planning documents (e.g., Sustainable Community Strategies) applicable to their local jurisdiction. Highlight the specific measures in the grant-funded project that reflect the regional plan objectives.

(b) The progress to date on the goals measured by the indicators outlined in the grant application. The indicators can include process goals, such as numbers of meetings or the extent of outreach efforts, as well as specific metrics such as reduced VMT or additional miles of bike lanes. For any indicators that cannot be measured at the time the annual report is due, the report should include a statement as to why a particular indicator is not yet measurable, and a schedule indicating the time at which the indicator will be measurable, including benchmarks which will be completed by that time.

Page 5 of 15

(c) What are the issues/barriers that may have arisen to make it difficult to implement the regional sustainability goals at the local level? Indicate a plan to overcome those barriers.

Focus Area 2 – Metropolitan Planning Organizations (MPO's) The GRANTEE shall include discussion of the following:

(a) What local plans within their region reflect the goals and sustainability objectives outlined in the regional planning documents Sustainable Communities Strategy (SCS) developed by the MPO?

(b) What local plans do not yet reflect the MPO's regional planning (e.g.: SCS) objectives?

(c) What are the issues/barriers that may have arisen to make it difficult to implement the sustainability goals at the local level? Indicate a plan to overcome those barriers.

(d) Discuss the progress to date on the goals measured by the indicators outlined in the grant application. The indicators can include process goals, such as numbers of meetings or the extent of outreach efforts, as well as specific metrics such as reduced VMT or additional miles of bike lanes. Any indicators that cannot be measured at the time the annual report is due (because the project has not matured to the point that the indicator is meaningful). The report should include a statement as to why a particular indicator is not yet measurable, and indicate a plan to overcome those barriers.

Focus Area 3 – Regional Collaboratives

The GRANTEE shall include discussion of the following:

(a) What local plans within their region reflect the goals and sustainability objectives outlined in the applicable regional planning documents?

(b) What local plans do not yet reflect the regional planning objectives?

(c) What are the issues/barriers that may have arisen to make it difficult to implement the sustainability goals at the local level? Indicate a plan to overcome those issues/barriers.

(d) The progress to date on the goals measured by the indicators outlined in the grant application. The indicators can include process goals, such as numbers of meetings or the extent of outreach efforts, as well as specific metrics such as reduced VMT or additional miles of bike lanes. Any indicators that cannot be measured at the time the annual report is due (because the project has not matured to the point that the indicator is meaningful), should include a statement as to why a particular indicator is not yet measurable.

1.3. The Final Report shall conform to the guidelines as described in the template provided.

All Grant Recipients:

(a) Grant recipients from all three Focus Areas shall be capable of presenting an overview of their project to the COUNCIL at the conclusion of the Grant Agreement. The overview shall include discussion of successes, barriers, and lessons learned from both the grant process and the grant-funded project.

(b) Failure to comply with the reporting requirements specified in this Grant Agreement shall constitute a breach of this Grant Agreement and may result in the DEPARTMENT taking action necessary to enforce the Grant Agreement, or require a refund of grant funds.

DOCUMENTATION OF TIME SPENT

1. GRANTEE shall maintain reports or other detailed records (e.g., activity logs or timesheets) documenting time spent by each employee, agent, or contractor whose work in support of this Grant Agreement is billed under the Agreement. Records used to meet this requirement shall identify the individual performing the work, the date on which the work was performed, the specific grant-related activities or tasks and deliverables to which the individual's time was devoted, and the amount of time spent. Such records shall reflect actual time spent, rather than that which was planned or budgeted.

2. Submitted timesheets must contain the signature of both the person(s) being paid, and their direct supervisor.

COPIES OF DATA, PLANS, AND SPECIFICATIONS

1. The GRANTEE shall, at the request of the DEPARTMENT provide the DEPARTMENT with copies of any data, design plans, specifications, maps, photographs, negatives, audio and video productions, films, recordings, reports, findings, recommendations and memoranda of every description or any part thereof, prepared or used in the preparation of the Project funded by this Grant Agreement.

2. All departments within the State of California shall have the right to copy and distribute said copies in any manner when and where it may determine without any claim on the part of the GRANTEE, its vendors or subcontractors to any additional compensation.

COMPETITIVE BID REQUIREMENTS

1. GRANTEE shall maintain documentation of its normal procurement policy and competitive bid process used. This competitive bid requirement may be waived upon GRANTEE certification and grantor approval that due to the unique nature of the goods or services a sole source purchase is justified. Failure to comply with competitive bid requirements may result in the DEPARTMENT disallowing reimbursement of some portion or all of the related costs and/or other remedies for breach of contract.

INVOICING

1. Invoices shall be submitted on a quarterly basis. An invoice form will be provided to the GRANTEE, which must be completed in its entirety to submit any and all invoices.

2. All invoices must be submitted in triplicate, with an original and two additional copies, listing the grant and invoice numbers. The copies may be double-sided. The original invoice must have an original authorized signature.

3. In accordance with the Grant Guidelines, fifteen percent (15%) of the amounts submitted for reimbursement will be withheld and issued as a final payment upon agreement completion, at the sole discretion of the State. All expenditures must be itemized on the invoice form. This should include reimbursable costs.

4. For each expenditure of \$500 or more, copies of supporting documentation (timesheets, payroll stubs, bids, receipts, canceled checks, sole source justification, etc.) must be submitted with the invoice. Original supporting documents are not required to be submitted, but must be retained by the GRANTEE for record keeping and audit purposes.

5. Invoices are to be sequentially numbered starting from one (1) and must tie to budget line items in the approved Budget at Exhibit A. Invoices must be signed by the person who signed the Agreement or his/her authorized designee. Designees must be authorized in writing and filed with the DEPARTMENT.

6. Individuals funded by this grant cannot sign invoices. If there is a question as to the authority of the signer, which cannot be resolved to the satisfaction of the DEPARTMENT, the invoice will not be paid.

7. Each invoice is subject to approval by the Grant Manager and DEPARTMENT Management, and possible audit by the Accounting Office and the State Controller before payment may be disbursed. If an invoice is questioned by the DEPARTMENT, the Grant Manager shall contact the GRANTEE within thirty (30) working days of receipt of the invoice. Undisputed invoices take approximately six (6) weeks for payment.

8. Mail an original signed invoice, with all support documentation and two (2) copies of everything, to the following address:

Department of Conservation Division of Land Resource Protection Attn: SCPGIP Grant Administrator 801 K Street, MS 18-01 Sacramento, CA 95814

PAYMENT

1. Except as otherwise provided herein, payments shall be made to GRANTEE no more than once every sixty (60) calendar days in arrears for actual costs authorized in the Budget at Exhibit A of this Grant Agreement and incurred during the grant term. Payment will be made upon evidence of satisfactory progress, as determined by the Grant Manager. Such evidence shall consist of written quarterly progress reports, phased and incremental work-product production, and other documentation evidencing quarterly performance, as provided for in this Grant Agreement.

2. Final payment will be made only after completion, to the DEPARTMENT'S satisfaction, of objectives, work, and activities identified in Exhibit B, including timely receipt of all required reports including the Final Report, and in accordance with the Invoicing and Discharge provisions of this Grant Agreement. The DEPARTMENT will not reimburse costs incurred after the Grant End Date.

3. Only those items identified in the Budget are eligible for reimbursement. Any changes to the Budget must be approved by the Grant Manager before an expenditure for that item is made. Under no circumstances shall the GRANTEE seek reimbursement pursuant to this Agreement for a cost that has been or will be paid through another funding source.

TRAVEL

1. Reimbursement of travel is not permitted unless expressly provided in the approved Budget at Exhibit A. Travel by private or GRANTEE-owned automobile, necessary for the performance of this Grant Agreement, shall be reimbursed at no more than .51 cents per mile. GRANTEE shall maintain detailed travel records showing the date and purpose of grant-related travel, destination and, in the case of travel by automobile, vehicle license number and number of miles driven.

2. GRANTEE and any person travelling pursuant to this Grant Agreement shall indemnify and hold harmless the DEPARTMENT and State of California for any liabilities resulting from such travel.

DISCHARGE OF GRANT OBLIGATIONS

1. The GRANTEE'S obligations under this Agreement shall be deemed discharged only upon acceptance of the Final Report by the DEPARTMENT. The final report will attach and incorporate all work-product generated by the Grant Funds including the Final Sustainable Community Plan produced by the GRANTEE. The GRANTEE'S Board of Directors or Board of Supervisors shall adopt and certify as accurate the Final Plan Report prior to its submission to the DEPARTMENT.

2. GRANTEE shall submit all documentation for Project completion and final reimbursement within ninety (90) days of Project completion, but in any event no later than thirty-six (36) months after agreement execution start date.

3. Final payment is contingent upon DEPARTMENT'S verification that the Project is consistent with Work Plan as described in Exhibit B, together with any DEPARTMENT approved amendments.

TERMINATION

1. If the DEPARTMENT or the COUNCIL terminates the Grant Agreement without cause prior to the end of the Project Performance Period, the GRANTEE shall take all reasonable measures to prevent further costs to the DEPARTMENT under this Grant Agreement. The DEPARTMENT shall be responsible for any reasonable and non-cancelable obligations incurred by the GRANTEE in the performance of this Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.

2. Upon any termination, GRANTEE shall deliver all records and reports and other deliverables required by this Grant Agreement up to the time of termination.

3. If the GRANTEE fails to complete the Project in accordance with this Grant Agreement, or fails to fulfill any other obligations of this Agreement prior to the termination date, the GRANTEE shall be liable for immediate repayment to the DEPARTMENT of all amounts disbursed by the DEPARTMENT under this Grant Agreement, plus accrued interest and any further costs related to the Project. The DEPARTMENT may, at its sole discretion, examine the extent of GRANTEE compliance and not require repayment for work partially completed. This paragraph shall not be deemed to limit any other remedies available to the State for breach of this Grant Agreement.

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3. Failure by the GRANTEE to comply with the terms of this Agreement or any other related obligation may be cause for termination of all obligations of the DEPARTMENT hereunder.

4. Failure of the GRANTEE to comply with the terms of this Grant Agreement may not be cause for suspending all obligations of the DEPARTMENT if, in the judgment of the DEPARTMENT, such failure was due to no fault of the GRANTEE. At the discretion of the DEPARTMENT, any amount required to settle at minimum cost any irrevocable obligations properly incurred, shall be eligible for reimbursement under this Grant Agreement as pursuant to paragraph 2 above.

5. Either PARTY shall have the right to terminate this Grant Agreement at any time upon thirty (30) days written notice to the other. In the case of such "early" or "discretionary" termination by GRANTEE, defined as termination occurring before full performance of all objectives and activities and authorized for funding herein, the DEPARTMENT will be entitled to seek full reimbursement for all costs and payments made on the Grant Agreement.

6. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Grant Agreement does not appropriate sufficient funds for the DEPARTMENT'S Program, as determined at the discretion of the DEPARTMENT, this Grant Agreement shall be terminated. In this event, the DEPARTMENT shall have no liability to pay any funds whatsoever to GRANTEE or to furnish any other consideration under this Agreement to GRANTEE beyond the date of written notice of termination under this provision to the GRANTEE.

7. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of funding this grant program, the DEPARTMENT shall have the option to either: cancel this Grant Agreement with no liability occurring to the COUNCIL or the DEPARTMENT, or offer an Agreement Amendment to GRANTEE to reflect a reduced amount.

8. Further, if the COUNCIL or the DEPARTMENT is unable to secure adequate funds through municipal bond sales or not able to secure the authorization to utilize such funds by the appropriate agencies, this Grant Agreement shall be terminated.

STOP WORK

1. Immediately upon receiving a written notice from the COUNCIL or the DEPARTMENT to stop work, the GRANTEE shall cease all work under this Grant Agreement.

PERFORMANCE OF SUBCONTRACTORS:

1. The GRANTEE shall be entitled to make use of its own staff and such subcontractor(s) as are mutually acceptable to the GRANTEE and the DEPARTMENT. All subcontractor(s), and any subsequent grant documents, are considered to be acceptable to the DEPARTMENT. Any change in subcontractor(s) or change as to how the GRANTEE intends to use the services of a subcontractor may require a **formal** amendment of this Grant Agreement. All approved subcontractors shall be managed by GRANTEE subject to the terms and conditions of this Agreement. GRANTEE will indemnify and hold harmless any liability to or resulting from action by subcontractor. Neither the DEPARTMENT nor the State is liable or in any way responsible for, nor will it indemnify, subcontractors.

2. Nothing contained in this Grant Agreement shall create any contractual relation between the DEPARTMENT and any subcontractors and no subcontract shall relieve GRANTEE of its responsibilities and obligations under the terms of this Grant Agreement. GRANTEE agrees to be fully responsible to the DEPARTMENT for the acts and omissions of its staff, subcontractors and of persons either directly or indirectly employed by them. GRANTEE'S obligation to pay its subcontractors is an independent obligation from the DEPARTMENT'S obligation to make payments to GRANTEE.

3. GRANTEE shall manage and hereby accepts responsibility for the performance of all subcontracts arising out of or in connection with this Agreement. GRANTEE shall monitor subcontractor's performance of the terms and conditions set forth herein by providing sufficient staffing resources for the length of the project. Subcontractor communications with the DEPARTMENT shall be coordinated through the GRANTEE'S principal staff. GRANTEE and its subcontractors shall conduct all work consistent with professional standards for the industry and type of work being performed under the Agreement. The Grant Manager, without waiver of other rights or remedies, may require GRANTEE to re-perform any of said services not performed in accordance with these standards. Costs and expenses for defective services, for failure to meet the terms and conditions of the Agreement or for any redundancy that occurs due to inadequate subcontractor services shall be borne by GRANTEE.

DISPUTE RESOLUTION

1. In the event of a dispute, the GRANTEE shall provide written notice of the particulars of such dispute to: Assistant Director, Division of Land Resource Protection, Department of Conservation, 801 K Street, MS 18-01, Sacramento, CA 95814. Such written notice must contain the grant number. Within fifteen (15) days of receipt of such notice, the Assistant Director or the Assistant Director's designee shall advise the GRANTEE of his or her findings and a recommended means of resolving the dispute.

PUBLICITY AND ACKNOWLEDGMENT

1. The GRANTEE agrees that it will acknowledge the COUNCIL'S support whenever activities or projects funded, in whole or in part, by this Grant Agreement are publicized in any news media, brochures, articles, seminars, websites, or other type of promotional material. The GRANTEE shall also include in any publication resulting from work performed under this grant an acknowledgment substantially as follows:

"The work upon which this publication is based was funded in whole or in part through a grant awarded by the Strategic Growth Council."

2. The GRANTEE shall place the following notice, preceding the text, on draft reports, on the final report, and on any other report or publication resulting from work performed under this Agreement:

"Disclaimer

The statements and conclusions of this report are those of the Grantee and/or Subcontractor and not necessarily those of the Strategic Growth Council or of the Department of Conservation, or its employees. The Strategic Growth Council and the Department of Conservation make no warranties, express or implied, and assume no liability for the information contained in the succeeding text."

3. Before any materials or other publications funded in whole or in part pursuant to this Grant Agreement are published, GRANTEE shall provide the DEPARTMENT with an opportunity to review

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Exhibit B - Department of Conservation Grant Agreement No. 3012-565

and approve or disapprove any and all references to the COUNCIL or the DEPARTMENT or the programs and laws that it administers in such materials and publications.

CONFLICT OF INTEREST

1. GRANTEE shall act in accordance with the fiduciary duty attached to the receipt and expenditure of grant moneys intended to benefit the public. Consistent with that fiduciary duty and the public trust from which it flows, GRANTEE shall ensure the proper expenditure of all grant moneys for which reimbursement is sought pursuant to this Grant Agreement.

2. All expenditures for which reimbursement pursuant to this Grant Agreement is sought shall be the result of arm's length transactions and not the result of, or motivated by, self-dealing on the part of the GRANTEE or any employee or agent of the GRANTEE. For purposes of this provision, "arm's length transactions" are those in which both PARTIES are on equal footing and fair market forces are at play, such as when multiple vendors are invited to compete for an entity's business and the entity chooses the lowest of the resulting bids. "Self-dealing" is involved where an individual or entity is obligated to act as a trustee or fiduciary, as when handling public funds, and chooses to act in a manner that will benefit the individual or entity, directly or indirectly, to the detriment of, and in conflict with, the public purpose for which all grant moneys are to be expended. Nothing in this agreement absolves the GRANTEE from complying with California Govt. Code section 1090 or any other law.

INDEMNITY AND HOLD HARMLESS

1. GRANTEE waives all claims and recourses against the DEPARTMENT, including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Agreement, except claims arising from the gross negligence of DEPARTMENT, its officers, agents, and employees.

2. GRANTEE shall indemnify, hold harmless and defend DEPARTMENT, its officers, agents and employees in perpetuity against any and all claims, demands, damages, costs, expenses or liability costs arising out of the Project, demands or causes of action arise under Government Code or otherwise, including but not limited to items to which the GRANTEE has certified or approved, except for liability arising out of the gross negligence of State, its officers, agents or employees. GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

NONDISCRIMINATION

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition, age (over 40), marital status, and denial of family care leave in the use of any property or facility acquired or developed pursuant to this Agreement.

2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.

3. All records are public records unless made confidential by operation of State or Federal law.

INCORPORATION

1. The Grant Guidelines and the Application and any subsequent changes or additions to the Application approved in writing by the DEPARTMENT are hereby incorporated by reference into this Grant Agreement as though set forth in full in this Grant Agreement.

2. Exhibits A-C are attached to this Grant Agreement and incorporated by reference into it as though set forth in full.

SEVERABILITY

1. If any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end, the provisions of this Agreement are severable.

WAIVER

1. No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of or excuse of any other, different or subsequent breach by either party.

ASSIGNMENT

1. The GRANTEE may assign its interest in and responsibilities under this Grant Agreement either in whole or in part only with the written consent of the DEPARTMENT.

AUDIT REQUIREMENTS

1. Sustainable Community Planning Grant Projects are subject to audit by the DEPARTMENT. This provision does not limit the authority of any State agency to audit the GRANTEE pursuant to that Agency's authority annually and for three (3) years following the final payment of Grant Funds. The audit shall include all books, papers, accounts, documents, or other records of the GRANTEE, as they relate to the Project for which the Grant Funds were granted.

2. The GRANTEE agrees that the DEPARTMENT and its representatives, including, but not limited to, the DEPARTMENT, the State Controller's Office, and the State Auditor, shall have an absolute right of access to, and right to review and copy, all of the GRANTEE'S records pertaining to this Grant Agreement and to conduct reviews and/or audits related to this grant. GRANTEE shall, for the purpose of any such review or audit, retain and provide access to all records related to this grant including, but not necessarily limited to, those records specified above. GRANTEE shall also provide access to and allow interview of any employees who might reasonably have information related to such records. Such access to employees and records shall be provided during normal business hours throughout the grant term and for at least three years after the final payment is disbursed pursuant to this Grant Agreement, or until completion of any action and resolution of all issues which may arise as a result of any audit or review of such records, whichever is later. GRANTEE shall ensure that such access shall extend to all subcontractors.

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GOVERNING LAW/LOCUS

1. This Agreement is governed by, and shall be interpreted in accordance with the laws of the State of California. For the purpose of any litigation related to and/or challenging any aspect of this Grant Agreement or performance there under, the locus is Sacramento, California.

INSURANCE COVERAGE

1. The GRANTEE shall obtain and keep in force for the term of this Agreement, and require its subcontractors to obtain and keep in force, the following insurance policies that cover any acts or omissions of the GRANTEE, or its employees engaged in the provision of services or performance of activities funded pursuant to and specified in this Agreement:

a. Worker's Compensation Insurance in accordance with the statutory requirement of the State of California.

b. Commercial general liability insurance in the amount of \$1,000,000 per occurrence and aggregate for bodily injury and property damage.

c. Automobile liability in the amount of \$1,000,000 for each accident for owned, non-owned, or hired vehicles, whichever is applicable.

2. The GRANTEE shall name the State of California, its officers, agents, employees, and servants as additional insured PARTIES for all insurance required and is responsible for guaranteeing that a copy of each Certificate of Insurance is submitted to the DEPARTMENT within thirty (30) days of grant signature.

3. The certificate of insurance shall state a limit of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage combined.

4. The GRANTEE shall notify the DEPARTMENT prior to any insurance policy cancellation or substantial change of policy.

GRANTEE NOT AN AGENT OF THE STATE

1. GRANTEE agrees that it, and its agents, and employees and subcontractors shall act in an independent capacity and are not as officers, employees, or agents of the State of California, the COUNCIL, or the DEPARTMENT.

TIMELINESS

1. Time is of the essence in the performance of this Agreement. GRANTEE is required to begin implementation of this Agreement as soon as possible following its execution and shall abide by the Work Plan, and Schedule of Deliverables at Exhibit B. GRANTEE shall not incur costs pursuant to this Agreement past the Grant End Date.

CERTIFICATION CLAUSES

1. The GRANTEE hereby certifies its compliance with all applicable requirements contained in the GRANTEE Certification of Compliance at Exhibit C of this Agreement.

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Exhibit B – Department of Conservation Grant Agreement No. 3012-565

California Department of Conservation – Division of Land Resource Protection Strategic Growth Council – 2011 Sustainable Communities Planning Grants Humboldt, County of Grant Number: 3012-565 Fiscal Year Allocation: 2010-2011

BREACH OF CONDITIONS/REMEDY FOR DEFAULT

1. In the event of GRANTEE'S breach of any conditions or terms of this Grant Agreement, the DEPARTMENT will give written notice to the GRANTEE, describing the breach. Notice shall be deemed given when deposited in the U.S. Post office, postage prepaid, addressed to GRANTEE, or by personal delivery to GRANTEE'S place of business. If GRANTEE does not, within thirty (30) days after the notice is given, (1) cure the breach described in the DEPARTMENT'S notice or (2) if the breach is not curable within thirty (30) days, commence to cure the breach, then GRANTEE shall be in default under this Agreement.

2. In the event of a default under this Grant Agreement, the COUNCIL and the DEPARTMENT shall be entitled to all remedies available at law including, but not limited to, termination of the Grant Agreement, withholding of amounts billed and/or recovery of funds disbursed and equipment purchased pursuant to the Grant Agreement. GRANTEE may appeal such action by filing a dispute pursuant to the Dispute Resolution portion of this Agreement.

ATTACHED EXHIBITS

- A: Detailed Budget and Payment Provisions
- B: Work Plan and Schedule of Deliverables
- C: Certification of Compliance

STRATEGIC GROWTH COUNCIL/Department of Conservation, Administrator – Sustainable Communities Planning Grant Award

Grantee: County of Humboldt Grant Number: <u>3012-565</u>

Project Name: North Coast Integrated Regional Planning – Healthy Communities, Functional Watersheds and Viable Economies Exhibit

Project Objectives: Improve air and water quality, Promote public health, Promote equity, Increase housing affordability, Promote infill and compact, Revitalize urban and community centers development, Protect natural resources and agricultural lands, Reduce automobile usage and fuel consumption, Improve infrastructure systems, Promote water conservation, Promote energy efficiency and conservation, Strengthen the economy

enarma	High Level Activities/Milestones	Responsible Parties	Schedule of Deliverables (Months from Start. Start year: May 2014)	Original Schedule (actual dates)	Update as of Quarter 7	Updated Schedule (actual dates)
int of Con	TASK 1. Contract and Program Administration: The County of Humboldt will c coordination with the Strategic Growth Council (SGC), development of reimbu records, and preparation of periodic and final grant reports.	ance of auditable files and accounting				
servation Grant L	<u>Sub-Task 1A - Grant Administration and Reimbursement Requests</u> Sub-Task 1B - Bi-Annual Reporting Sub-Task 1C - Final Reporting	Task1: County of Humboldt: Department of Public Works Deputy Director; Supervising Planner; Administrative Analyst; Business Manager;	Sub-Task 1A: Periodic Reimbursement Requests [Month 1 – Month 36] Sub-Task 1B: Bi-Annual Progress Reports [Month 1 – Month 36] Sub-Task 1C: Draft Final Report and Project Completion Package [Month 35]			Ongoing through March 31, 2018 Annually through March 31, 2018 March 31, 2018
areemo.	TASK 2. Regional Coordination and Input: This task builds upon the on-going e region. This project would allow the NCIRWMP to add another layer of plannin planning and compliance with AB 32 and SB 375.			·····		
1727	<u>Sub-Task 2A – Initial Targeted and Regional Outreach</u> <u>Sub-Task 2B – Targeted and Regional Outreach</u> <u>Sub-Task 2C - Final Planning & Project Outreach</u> <u>Sub-Task D - Sustained Regional Tracking & Plan Performance</u>	Task 2: NCRP Planning Staff: Resource Planner/Facilitator, Programs Specialist Policy Review Panel (PRP) and Technical Peer Review Committee (TPRC) and County, Tribal, local jurisdiction	<u>Sub-Task 2A:</u> Meeting schedule, announcements, agendas, meeting materials, participant lists, meeting summaries and presentations. List of available data, list of existing plans and policies, list of local priorities for development of model plans and policies, and status of greenhouse gas accounting. [Month 1 – Month 8]	<u>June 2014 ~</u> January 2015	<u>June 2016</u>	October 2016

Exhibit B – Department of Conservation Grant Agreement No. 3012-565

1.

STRATEGIC GROWTH COUNCIL/Department of Conservation, Administrator – Sustainable Communities Planning Grant Award

Grantee: <u>County of Humboldt</u>

Grant Number: <u>3012-565</u>

M Project Name: North Coast Integrated Regional Planning – Healthy Communities, Functional Watersheds and Viable Economies

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Project Value: North Coast integrated wegtonia Flanking – reality communities, renetional watershead and viable continues

Project Objectives: Improve air and water quality, Promote public health, Promote equity, Increase housing affordability, Promote infill and compact, Revitalize urban and community centers development,
Protect natural resources and agricultural lands, Reduce automobile usage and fuel consumption, Improve infrastructure systems, Promote water conservation, Promote energy efficiency and conservation,
Strengthen the economy

Department of Conservation Grant Agree	staff	<u>Sub-Task 2B</u> : Print outs of website updates, NCRP and other meeting agendas, meeting materials, participant lists and meeting summaries. Documentation of updates and input from e-mail and web communication and a summary of feedback. [Months 7 – 29] <u>Sub-Task 2C</u> : Documentation on provision of final products and use of final products to NCRP jurisdictions. [Month 32 - 36] <u>Sub-Task 2D</u> : Documentation of system developed for sustained project tracking.	<u>December 2014</u> -October 2016 January 2017 - May 2017	<u>June 2016</u> June 2017	<u>March 2017</u> June 2017 June 2017
TASK 3. Baseline Data Assessment & Analysis: This task will form the basis of la other data derived from different sources to develop a baseline data assessment documented, summarized and incorporated into a spatially referenced database Sub-Task 3A Document Grey Infrastructure Sub-Task 3B Document Green Infrastructure Sub-Task 3C Document Renewable Energy Resources Sub-Task 3D Summarize Existing Plans and Policies Sub-Task 3E GHG Emissions	nt for the region. The tech	NCIRWM Plan Performance and Data Management Plan. [Month 32] Is part of Task 2 will be combined with nical data and documents will be <u>Task3:</u> The Baseline Data Assessment & Analysis Technical Memorandum [Month 18] Summary of existing plans and policies, degree to which they address AB32 and SB 375, and recommendations for plans and policies to be further developed in	January 2017 November 2015	<u>June 2017</u> June 2016	<u>June 2017</u>

STRATEGIC GROWTH COUNCIL/Department of Conservation, Administrator – Sustainable Communities Planning Grant Award

Grantee: County of Humboldt Grant Number: 3012-565

Project Name: North Coast Integrated Regional Planning - Healthy Communities, Functional Watersheds and Viable Economies

Project Objectives: Improve air and water quality, Promote public health, Promote equity, Increase housing affordability, Promote infill and compact, Revitalize urban and community centers development, Protect natural resources and agricultural lands, Reduce automobile usage and fuel consumption, Improve Infrastructure systems, Promote water conservation, Promote energy efficiency and conservation, Strengthen the economy

Jonartment of Conservation Grant Agreeme	Sub-Task 3F Carbon Sequestration Sub-Task 3G - Strategies to Address Potential Barriers to GHG Reduction and Sustainable Growth Policies. Sub-Task 3H - Local Outreach and Local Data Development Sub-Task 3I Development of Task Technical Memorandum	counties, local Jurisdictions, Tribes, or their designees	the Model Planning and Policy Toolkit. GIS database, maps and description of the NCRP grey (built) infrastructure, Green (natural) infrastructure, and existing and potential renewable energy sites. Baseline data and mapping of GHG emissions. Baseline data and mapping of carbon sequestration potential in natural lands. Documentation of barriers which inhibit regional green house reduction strategies and approaches to address potential barriers in planning documents to be developed in Tasks 4, 5, 6, and 7. Documentation of the RFP process and RFP and list of local sub-contracts.		
11 No 3012-585	Task 4. North Coast Regional Climate Mitigation and Energy Independence Pl developed in Task 3. The North Coast Regional Climate Mitigation and Energy I infrastructure and includes strategies for reducing VMT, promoting infill, enhar associated with water and wastewater, reduction of solid waste. Co-benefits re quality, water quality, employment opportunity, civic engagement, opportunit <u>Sub-Task 4A - GHG Emissions Baseline and Reduction Potential</u> <u>Sub-Task 4B – Carbon Emissions Accounting</u>	Independence Plan will add Incing the use of renewable Plated to public health will a	ress both (grey) built and (green) natural energy and retrofits, reducing the energy		

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STRATEGIC GROWTH COUNCIL/Department of Conservation, Administrator – Sustainable Communities Planning Grant Award

Grantee: County of Humboldt

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Grant Number: 3012-565

Project Name: North Coast Integrated Regional Planning – Healthy Communities, Functional Watersheds and Viable Economies Project Objectives: Improve air and water quality, Promote public health, Promote equity, Increase housing affordability, Promote infill and compact, Revitalize urban and community centers development, Protect natural resources and agricultural lands, Reduce automobile usage and fuel consumption, Improve infrastructure systems, Promote water conservation, Promote energy efficiency and conservation, CD Strengthen the economy

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partment of Conse	<u>Sub-Task 3C - Document Forest Management Practices</u> <u>Sub-Task 4D - Energy Independence Planning</u> <u>Sub-Task 4E - Energy Independence Program</u> <u>Sub-Task 4F - Renewable Energy Development</u> <u>Sub-Task 4G - Local Support</u> <u>Sub-Task 4H - Develop North Coast Regional Climate Mitigation and Energy</u> <u>Independence Plan</u>	jurisdictions and tribes.	 Review draft North Coast Regional Climate Mitigation and Energy Independence Plan content for review by the NCRP PRP and TPRC [Month 22] Draft North Coast Regional Climate Mitigation and Energy Independence Plan made available to the NCRP jurisdictions for public comment [Month 24] Final North Coast Regional Climate 	<u>March 2016</u> <u>May 2016</u> July 2016	<u>June 2016</u> <u>June 2016</u> June 2016	January & April 2017 June 2017 September 2017
t Agr	Task 5. North Coast Regional Climate Adaptation Plan: Under this task, the Cli Includes the North Coast Regional process of identifying the vulnerability of bu Climate adaptation strategies will be developed based on various climate chan incorporate relevant outcomes from Task 4.	ilt and natural infrastructu	re to potential climate change impacts.		-	
nt No. 3012-565	<u>Sub-Task 5A – Identify Climate Change Impacts</u> <u>Sub-Task 5B - Identify Vulnerable Areas</u> <u>Sub-Task 5C - Economic Adaptation Measures</u> <u>Sub-Task 5D - Public Health Adaptation Measures</u> <u>Sub-Task 5E – Resource Management Adaptation Measures</u> <u>Sub-Task 5F - Local Support</u> <u>Sub-Task 5G – Develop North Coast Regional Climate Adaptation Plan</u>	Task 5: NCRP Planning staff, technical consultants, local jurisdictions and Tribes	 <u>Task 5 Deliverable</u>; North Coast Regional Climate Adaptation Plan. The final deliverable will Incorporate the elements developed in Sub-Tasks 5A – 5E. The components of the deliverable are as follows: Draft North Coast Regional Climate Adaptation Plan <u>content</u> for review by the NCRP PRP and TPRC [Month 24] 	<u>May 2016</u>	<u>June 2016</u>	January & April 2017

Exhibit B

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STRATEGIC GROWTH COUNCIL/Department of Conservation, Administrator – Sustainable Communities Planning Grant Award

Grantee: County of Humboldt Grant Number: 3012-565

Project Name: North Coast Integrated Regional Planning - Healthy Communities, Functional Watersheds and Viable Economies

Project Objectives: Improve air and water quality, Promote public health, Promote equity, Increase housing affordability, Promote infill and compact, Revitalize urban and community centers development, Protect natural resources and agricultural lands, Reduce automobile usage and fuel consumption, Improve infrastructure systems, Promote water conservation, Promote energy efficiency and conservation, Strengthen the economy

L Department of Conse			 Draft North Coast Regional Climote Adaptation Plan made available for public comment to the NCRP jurisdictions [Month 26] Final North Coast Regional Climote Adaptation Plan [Month 28] 	<u>July 2016</u> Şeptember 2016	<u>August 2016</u> <u>November 2016</u>	<u>June 2017</u> <u>September</u> 2017
vation (Task 6. North Coast Regional Greenprint: Under this task, a Regional Greenprin growth of built infrastructure based on assessments performed above in Tasks mechanisms for protecting priority conservation areas and working landscapes andscapes remain functional.					
nt Agreement h	Sub-Task 6A - Natural Resource Preservation Sub-Task 6B - Agricultural Land Protection Sub-Task 6C – Conservation Valuation/Ecosystem Service Sub-Task 6D – Growth Planning Sub-Task 6E – Develop North Coast Regional Greenprint	<u>Task 6:</u> NCRP Planning staff, technical consultants, local jurisdictions and tribes.	 Task 6 Deliverable: North Coast Regional Greenprint, a comprehensive planning document including data regarding the economic values of Intact ecosystems and working landscapes, and combining the preservation of natural resources and cultural resources with land-use planning. Draft North Coast Regional Greenprint content for review by the NCRP PRP and TPRC [Month 26] Draft North Coast Regional Greenprint made available to the NCRP jurisdictions for public comment 	<u>July 2016</u> September 2016	<u>Juņe 2016</u> <u>August 2016</u>	<u>January & April</u> <u>2017</u> June 2017

STRATEGIC GROWTH COUNCIL/Department of Conservation, Administrator -- Sustainable Communities Planning Grant Award

Grantee: <u>County of Humboldt</u> Grant Number: <u>3012-565</u>

Project Name: North Coast Integrated Regional Planning - Healthy Communities, Functional Watersheds and Viable Economies

 Project Name: North Co

 Project Objectives: Improvement

 Protect natural resources

 Strengthen the economy
 Project Objectives: Improve air and water quality, Promote public health, Promote equity, Increase housing affordability, Promote Infill and compact, Revitalize urban and community centers development, Protect natural resources and agricultural lands, Reduce automobile usage and fuel consumption, Improve infrastructure systems, Promote water conservation, Promote energy efficiency and conservation,

Denartme		,	•	[Month 28] Final North Coast Regional Greenprint [Month 30]	November 2016	November 2016	<u>September</u> 2017
Contraction and change at the and planning potential mod language and	Coast Regional Model Planning and Policy Toolkit: One of the m d sustainable growth is for the local jurisdictions within the North local level. This task will rely heavily on the data and information documents will not be known until the earlier tasks and extensive del policies. A model planning and policy toolkit with context sens development support to allow customization of planning items. 375, and support for the specific needs in the North Coast. Whe al plans.	Coast to be provided the p o developed in Tasks 3, 4, 5, e outreach is completed. Th sitive strategies will be deve The toolkit will reflect local	olann , and he su elope prìo	ing tools necessary to implement I 6. The definitive list of model policies Ib tasks below identify a subset of ed that incorporates both model rities and constraints, compliance with			
Sub-Task 7B - Sub-Task 7C - Sub-Task 7C - Sub-Task 7C - Sub-Task 7F - Sub-Task 7F - Sub-Task 7F -	Model Energy Policies Model Transportation Policies and Plan Models Model Waste Policies Model Land Use Policies Model Water Policies Local Support -Develop Prioritized Model Policy and Planning Elements - Develop North Coast Regional Model Planning and Policy	<u>Task 7:</u> NCRP Planning staff, technical consultants, local jurisdictions and tribes		sk 7 Deliverable: North Coast Regional odel Planning and Policy Toolkit: Draft North Coast Regional Model Planning and Policy Toolkit <u>content</u> for review by the NCRP PRP and TPRC [Month 28] Draft North Coast Regional Model Planning and Policy Toolkit made available for public comment to the NCRP jurisdictions [Month 30] Final North Coast Regional Model Planning and Policy Toolkit [Month 32]	<u>September 2016</u> <u>November 2016</u> January 2017	<u>lune 2016</u> <u>November 2016</u> <u>March 2017</u>	July 2017 September 2017 December 2017

STRATEGIC GROWTH COUNCIL/Department of Conservation, Administrator – Sustainable Communities Planning Grant Award

Grantee: County of Humboldt Grant Number: 3012-565

Project Name: North Coast Integrated Regional Planning - Healthy Communities, Functional Watersheds and Viable Economies

Project Objectives: Improve air and water quality, Promote public health, Promote equity, Increase housing affordability, Promote Infill and compact, Revitalize urban and community centers development, Protect natural resources and agricultural lands, Reduce automobile usage and fuel consumption, Improve infrastructure systems, Promote water conservation, Promote energy efficiency and conservation, Strengthen the economy

Task 8. Economic Analysis: An important part of creating buy in for incorporat to secure future implementation funding will be qualitatively and quantitative objectives and the outcomes of Tasks 4, 5, 6, and 7, but also the increases in q etc.) that would result from implementing the plans across the region. The eco goals, and pay particular attention to assessing the economic benefits for the					
Sub-Task 8A- Baseline Economic Scenario	Task 8: NCRP Planning	Task 8A Deliverable: North Coast			· · · · · · · · · · · · · · · · · · ·
Sub-Task 8BStrategic Plan Scenario	staff, technical	Regional Sustainable Communities Baseline Economic Analysis [Month 12]	May 2015	<u>June 2016</u>	<u>June 2017</u>
<u>Sub-Task 8C – Final Economic Technical Memorandum</u>		<u>Task 8B Deliverable:</u> North Coast Regional Sustainable Communities Strategic Plan Scenario (Month 12 – Month 30)	<u>May 2015 –</u>	November 2016	<u>September</u> 2017
×		<u>Task 8C Deliverable:</u> North Coast Regional Sustainable Communities Economic Analysis Final Technical Memorandum			Ÿ
		Draft North Coast Economic Analysis Final Technical Memorandum <u>content</u> for review by the NCRP PRP and TPRC [Month 30]	November 2016	December 2016	<u>October 2017</u>
		 Draft North Coast Economic Analysis Final Technical Memorandum made available for public comment to the NCRP Jurisdictions [Month 32] 			
		Final North Coast Economic Analysis	January 2017	<u>February 2017</u>	November 2017

STRATEGIC GROWTH COUNCIL/Department of Conservation, Administrator – Sustainable Communities Planning Grant Award

Grantee: County of Humboldt Grant Number: <u>3012-565</u>

 Project Name: North Coast Integrated Regional Planning – Healthy Communities, Functional Watersheds and Viable Economies
 Project Objectives: Improve air and water quality, Promote public health, Promote equity, Increase housing affordability, Promote infill and a Protect natural resources and agricultural lands. Reduce automobile water of the second se Project Objectives: Improve air and water quality, Promote public health, Promote equity, Increase housing affordability, Promote infill and compact, Revitalize urban and community centers development, Protect natural resources and agricultural lands, Reduce automobile usage and fuel consumption, Improve infrastructure systems, Promote water conservation, Promote energy efficiency and conservation, O Strengthen the economy

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Depart				Final Technical Memorandum [Month 34]	March 2017	<u>May 2017</u>	January 2018
ment of C		ing documents developed e economically disadvanta	as pa ged -	rt of this project, a strong long-term Implement the deliverables developed			
onservatio		<u>Task 9:</u> NCRP Planning staff, consultants	Ter	k 9 Deliverable: North Coast Long- m Financing Plan (Month 34) Draft <i>North Coost Long-Term</i>	<u>March 2017</u>	August 2017	January 2018
วี่มี ดีเร	Sub-Task 9A - Identification of Funding Mechanisms Sub-Task 9B - Funding Programs,			Financing Plan <u>content</u> for review by the NCRP PRP and TPRC [Month 31] Draft North Coast Long-Term	December 2016	<u>June 2016</u>	October 2017
	<u>Sub-Task 9C – Develop North Coast Long-Term Financing Plan</u>			Financing Plan made available for public comment to the NCRP jurisdictions [Month 33]	February 2017	November 2016	November 2017
	·			Final North Coast Long-Term Financing Plan [Month 35]	<u>April 2017</u>	<u>May 2017</u>	<u> January 2018</u>

Exhibit

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STRATEGIC GROWTH COUNCIL/Department of Conservation, Administrator – Sustainable Communities Planning Grant Award

Grant Number: 3012-565 Grantee: County of Humboldt

Project Name: North Coast Integrated Regional Planning - Healthy Communities, Functional Watersheds and Viable Economies

Project Objectives: Improve air and water quality, Promote public health, Promote equity, Increase housing affordability, Promote infill and compact, Revitalize urban and community centers development, Protect natural resources and agricultural lands, Reduce automobile usage and fuel consumption, Improve infrastructure systems, Promote water conservation, Promote energy efficiency and conservation, Strengthen the economy

partn	High Level Activities/Milestones	Responsible Parties	Start.	ule of Deliverables (Months from Start year: May 2014)	Original Schedule (actual dates)	Update as of Quarter 7	Updated Schedule (actual dates)
잌	TASK 1. Contract and Program Administration: The County of Humboldt will co coordination with the Strategic Growth Council (SGC), development of reimbur records, and preparation of periodic and final grant reports.	nagement of the grant including auditable files and accounting			· · · · · · · · ·		
Conservation Grant	Sub-Task 1A - Grant Administration and Reimbursement Requests Sub-Task 1B - Bi-Annual Reporting Sub-Task 1C - Final Reporting	Task1: County of Humboldt: Department of Public Works Deputy Director; Supervising Planner; Administrative Analyst; Business Manager;	Reque <u>Sub-T</u> [Mon <u>Sub-T</u> Proje	ask 1A: Periodic Reimbursement ests [Month 1 – Month 36] ask 1B: Bi-Annual Progress Reports th 1 – Month 36] ask 1C: Draft Final Report and ct Completion Package [Month 35]			Ongoing <u>through March</u> <u>31, 2018</u> <u>Annually</u> <u>through March</u> <u>31, 2018</u> <u>March 31, 2018</u>
rant Agreem	TASK 2. Regional Coordination and Input: This task builds upon the on-going e region. This project would allow the NCIRWMP to add another layer of plannin planning and compliance with AB 32 and SB 375.						
ent No. 3012-565	<u>Sub-Task 2A – Initial Targeted and Regional Outreach</u> <u>Sub-Task 2B – Targeted and Regional Outreach</u> <u>Sub-Task 2C - Final Planning & Project Outreach</u> <u>Sub-Task D - Sustained Regional Tracking & Plan Performance</u>	Task 2: NCRP Planning Staff: Resource Planner/Facilitator, Programs Specialist Policy Review Panel (PRP) and Technical Peer Review Committee (TPRC) and County, Tribal, local jurisdiction	anno mate sum avail polic deve and s	ask 2A: Meeting schedule, uncements, agendas, meeting rials, participant lists, meeting narles and presentations. List of able data, list of existing plans and es, list of local priorities for opment of model plans and policies, tatus of greenhouse gas accounting. th 1 – Month 8]	<u>June 2014 –</u> January 2015	<u>June 2016</u>	October 2016

STRATEGIC GROWTH COUNCIL/Department of Conservation, Administrator -- Sustainable Communities Planning Grant Award

Grantee: County of Humboldt

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Grant Number: 3012-565

Project Name: North Coast Integrated Regional Planning – Healthy Communities, Functional Watersheds and Viable Economies

Exhibit B Project Objectives: Improve air and water quality, Promote public health, Promote equity, Increase housing affordability, Promote infill and compact, Revitalize urban and community centers development, Protect natural resources and agricultural lands, Reduce automobile usage and fuel consumption, Improve infrastructure systems, Promote water conservation, Promote energy efficiency and conservation, Strengthen the economy .

Department of Conservation Grant Agreement		staff	Sub-Task 2B: Print outs of website updates, NCRP and other meeting agendas, meeting materials, participant lists and meeting summaries. Documentation of updates and input from e-mail and web communication and a summary of feedback. [Months 7 – 29] Sub-Task 2C: Documentation on provision of final products and use of final products to NCRP jurisdictions. [Month 32 - 36] Sub-Task 2D: Documentation of system developed for sustained project tracking. NCIRWM Plan Performance and Data Management Plan. [Month 32]	<u>December 2014</u> -October 2016 January 2017 May 2017 January 2017	<u>June 2016</u> June 2017 June 2017	<u>March 2017</u> June 2017 June 2017
No.	documented, summarized and incorporated into a spatially referenced databa	nt for the region. The techs	s part of Task 2 will be combined with nical data and documents will be			
3012-565	Sub-Task 3A – Document Grey Infrastructure Sub-Task 3B – Document Green Infrastructure Sub-Task 3C – Document Renewable Energy Resources Sub-Task 3D – Summarize Existing Plans and Policies Sub-Task 3E GHG Emissions	Task 3: NCRP Planning staff: Resource Planner, Programs Specialist, GIS analyst; and with major support from technical consultants Sub-contracts to	Task3: The Baseline Data Assessment & Analysis Technical Memorandum [Month 18] Summary of existing plans and policies, degree to which they address AB32 and SB 375, and recommendations for plans and policies to be further developed in	<u>November 2015</u>	<u>June 2016</u>	<u>June 2017</u>

STRATEGIC GROWTH COUNCIL/Department of Conservation, Administrator - Sustainable Communities Planning Grant Award

Grant Number: <u>3012-565</u> Grantee: County of Humboldt

Project Name: North Coast Integrated Regional Planning – Healthy Communities, Functional Watersheds and Viable Economies

Exhibit Project Objectives: Improve air and water quality, Promote public health, Promote equity, Increase housing affordability, Promote infill and compact, Revitalize urban and community centers development, Protect natural resources and agricultural lands, Reduce automobile usage and fuel consumption, Improve infrastructure systems, Promote water conservation, Promote energy efficiency and conservation, ω Strengthen the economy

Department of Conservation Grant Agreement	Sub-Task 3F Carbon Sequestration Sub-Task 3G - Strategies to Address Potential Barriers to GHG Reduction and Sustainable Growth Policies. Sub-Task 3H - Local Outreach and Local Data Development Sub-Task 3I – Development of Task Technical Memorandum	counties, local jurisdictions, Tribes, or their designees	the Model Planning and Policy Toolkit. GIS database, maps and description of the NCRP grey (built) infrastructure, Green (natural) Infrastructure, and existing and potential renewable energy sites. Baseline data and mapping of GHG emissions. Baseline data and mapping of carbon sequestration potential in natural lands. Documentation of barriers which inhibit regional green house reduction strategies and approaches to address potential barriers in planning documents to be developed in Tasks 4, 5, 6, and 7. Documentation of the RFP process and RFP and list of local sub-contracts.		
nt No. 3012-565	Task 4. North Coast Regional Climate Mitigation and Energy Independence Pl developed in Task 3. The North Coast Regional Climate Mitigation and Energy I infrastructure and includes strategies for reducing VMT, promoting infill, enhan- associated with water and wastewater, reduction of solid waste. Co-benefits re quality, water quality, employment opportunity, civic engagement, opportunit	Independence Plan will add Incing the use of renewable Plated to public health will	ress both (grey) built and (green) natural energy and retrofits, reducing the energy	 · · · · · · · · · · · · · · · · · · ·	

STRATEGIC GROWTH COUNCIL/Department of Conservation, Administrator – Sustainable Communities Planning Grant Award

Grantee: County of Humboldt

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 Project Name: North Coast Integrated Regional Planning – Healthy Communities, Functional Watersheds and Viable Economies

 Project Objectives: Improve air and water quality, Promote public health, Promote equity, Increase housing affordability, Promote infill and compact, Revitalize urban and community centers development,

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 Protect natural resources and agricultural lands, Reduce automobile usage and fuel consumption, Improve infrastructure systems, Promote water conservation, Promote energy efficiency and conservation, Improve infrastructure systems, Promote water conservation, Promote energy efficiency and conservation,

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Sub-Task 3C - Document Forest Management Practices Sub-Task 4D - Energy Independence Planning Sub-Task 4E - Energy Independence Program Sub-Task 4F - Renewable Energy Development Sub-Task 4G - Local Support	jurisdictions and tribes.	 Review draft North Coast Regional Climate Mitigation and Energy Independence Plan <u>content</u> for review by the NCRP PRP and TPRC [Month 22] Draft North Coast Regional Climate Mitigation and Energy Independence Plan made available to the NCRP 	<u>March 2016</u> <u>May 2016</u>	<u>łune 2016</u> June 2016	<u>January & April</u> 2017 June 2017
Sub-Task 4H - Develop North Coast Regional Climate Mitigation and Energy Independence Plan O O O O Task 5. North Coast Regional Climate Adaptation Plan: Under this task, the Cl		jurisdictions for public comment [Month 24] • Final North Coast Regional Climate Mitigation and Energy Independence Plan [Month 26]	<u>July 2016</u>	<u>June 2016</u>	<u>September</u> 2017
includes the North Coast Regional process of identifying the vulnerability of bu Climate adaptation strategies will be developed based on various climate chan incorporate relevant outcomes from Task 4.	ilt and natural infrastructu	re to potential climate change impacts.			
Sub-Task 5A Identify Climate Change Impacts Sub-Task 5B - Identify Vulnerable Areas Sub-Task 5C - Economic Adaptation Measures Sub-Task 5D - Public Health Adaptation Measures Sub-Task 5E - Resource Management Adaptation Measures Sub-Task 5E - Resource Management Adaptation Measures Sub-Task 5F - Local Support	Task 5: NCRP Planning staff, technical consultants, local jurisdictions and Tribes	 Task 5 Deliverable: North Coast Regional Climate Adaptation Plan. The final deliverable will incorporate the elements developed in Sub-Tasks 5A – 5E. The components of the deliverable are as follows: Draft North Coast Regional Climate Adaptation Plan content for review by 			
Sub-Task 5G - Develop North Coast Regional Climate Adaptation Plan		the NCRP PRP and TPRC [Month 24]	<u>May 2016</u>	<u>June 2016</u>	January & April 2017

STRATEGIC GROWTH COUNCIL/Department of Conservation, Administrator – Sustainable Communities Planning Grant Award

Grantee: County of Humboldt Grant Number: 3012-565

Project Name: North Coast Integrated Regional Planning - Healthy Communities, Functional Watersheds and Viable Economies

Project Objectives: Improve air and water quality, Promote public health, Promote equity, Increase housing affordability, Promote infill and compact, Revitalize urban and community centers development, Protect natural resources and agricultural lands, Reduce automobile usage and fuel consumption, Improve Infrastructure systems, Promote water conservation, Promote energy efficiency and conservation, Strengthen the economy

		 Draft North Coast Regional Climate Adaptation Plan made available for public comment to the NCRP jurisdictions [Month 26] Final North Coast Regional Climate Adaptation Plan [Month 28] 	<u>!uly 2016</u> September 2016	<u>August 2016</u> November 2016	<u>June 2017</u> <u>September</u> 2017
Task 6. North Coast Regional Greenprint: Under this task, a Regional Green		ddresses natural resources and planning for			
growth of built infrastructure based on assessments performed above in Ta mechanisms for protecting priority conservation areas and working landsca landscapes remain functional.	sks 3, 4, and 5, and includes a	in approach for valuing ecosystem services,			
Sub-Task 6A - Natural Resource Preservation Sub-Task 6B - Agricultural Land Protection Sub-task 6C - Conservation Valuation/Ecosystem Service Sub-Task 6D - Growth Planning Sub-Task 6E - Develop North Coast Regional Greenprint	<u>Task 6:</u> NCRP Planning staff, technical consultants, local jurisdictions and tribes.	 <u>Task 6 Deliverable:</u> North Coast Regional Greenprint, a comprehensive planning document including data regarding the economic values of intact ecosystems and working landscapes, and combining the preservation of natural resources and cultural resources with land-use planning. Draft North Coast Regional Greenprint <u>content</u> for review by the NCRP PRP and TPRC [Month 26] Draft North Coast Regional Greenprint made available to the NCRP jurisdictions for public comment 	July 2016 September 2016	<u>June 2016</u> <u>August 2016</u>	<u>January & April</u> 2017 June 2017

STRATEGIC GROWTH COUNCIL/Department of Conservation, Administrator - Sustainable Communities Planning Grant Award

Grantee: <u>County of Humboldt</u>

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Jepartme		 [Month 28] Final North Coast Regional Greenprint [Month 30] 	November 2016	November 2016	<u>September</u> 2017
Task 7. North Coast Regional Model Planning and Policy Toolkit: One of in reduction and sustainable growth is for the local jurisdictions within the N change at the local level. This task will rely heavily on the data and inform and planning documents will not be known until the earlier tasks and exter potential model policies. A model planning and policy toolkit with context language and development support to allow customization of planning ite AB 32 and SB 375, and support for the specific needs in the North Coast. county general plans.	lorth Coast to be provided the p ation developed in Tasks 3, 4, 5 ensive outreach is completed. T sensitive strategies will be dev ens. The toolkit will reflect loca.	planning tools necessary to implement , and G. The definitive list of model policies he sub tasks below identify a subset of eloped that incorporates both model priorities and constraints, compliance with	4		
Sub-Task 7A - Model Energy Policies Sub-Task 7B - Model Transportation Policies and Plan Models Sub-Task 7C - Model Waste Policies Sub-Task 7D - Model Land Use Policies Sub-Task 7D - Model Land Use Policies Sub-Task 7E - Model Water Policies Sub-Task 7F - Local Support Sub-Task 7F - Local Support Sub-Task 7G - Develop Prioritized Model Policy and Planning Elements Sub-Task 7G - Develop North Coast Regional Model Planning and Policy Toolkit	Task 7: NCRP Planning staff, technical consultants, local jurisdictions and tribes	 Task 7 Deliverable: North Coast Regional Model Planning and Policy Toolkit: Draft North Coast Regional Model Planning and Policy Toolkit content for review by the NCRP PRP and TPRC [Month 28] Draft North Coast Regional Model Planning and Policy Toolkit made available for public comment to the NCRP Jurisdictions [Month 30] Final North Coast Regional Model Planning and Policy Toolkit [Month 32] 	<u>September 2016</u> <u>November 2016</u> January 2017	<u>June 2016</u> <u>November 2016</u> <u>March 2017</u>	<u>July 2017</u> <u>September</u> 2017 <u>December 2017</u>

STRATEGIC GROWTH COUNCIL/Department of Conservation, Administrator -- Sustainable Communities Planning Grant Award

Grantee: County of Humboldt Grant Number: 3012-565

Project Name: North Coast Integrated Regional Planning - Healthy Communities, Functional Watersheds and Viable Economies

Project Objectives: Improve air and water quality, Promote public health, Promote equity, Increase housing affordability, Promote infill and compact, Revitalize urban and community centers development, Protect natural resources and agricultural lands, Reduce automobile usage and fuel consumption, Improve infrastructure systems, Promote water conservation, Promote energy efficiency and conservation, Strengthen the economy

	Task 8. Economic Analysis: An important part of creating buy in for incorporati to secure future implementation funding will be qualitatively and quantitativel objectives and the outcomes of Tasks 4, 5, 6, and 7, but also the increases in qu etc.) that would result from implementing the plans across the region. The eco goals, and pay particular attention to assessing the economic benefits for the h	y documenting not just the uality of life (improved pub nomic analysis conducted l	e financial effects of the regional planning lic health, reduced exposure to flood risks, In this task will accomplish both of these			
3 '	Sub-Task 8A- Baseline Economic Scenario Sub-Task 8B –Strategic Plan Scenario	Task 8: NCRP Planning staff, technical consultants	Task 8A Deliverable: North Coast Regional Sustainable Communities Baseline Economic Analysis [Month 12]	<u>May 2015</u>	<u>June 2016</u>	<u>June 2017</u>
aution One	<u>Sub-Task 8C – Final Economic Technical Memorandum</u>		<u>Task 8B Deliverable:</u> North Coast Regional Sustainable Communities Strategic Plan Scenario [Month 12 – Month 30]	<u>May 2015 –</u>	November 2016	<u>September</u> 2017
ht Among		r a.	<u>Task 8C Deliverable:</u> North Coast Regional Sustainable Communities Economic Analysis Final Technical Memorandum			
24 NI2 2013			Draft North Coast Economic Analysis Final Technical Memorandum <u>content</u> for review by the NCRP PRP and TPRC [Month 30]	November 2016	December 2016	October 2017
קעער			Draft North Coast Economic Analysis Final Technical Memorandum made available for public comment to the NCRP jurisdictions [Month 32]			
			Final North Coast Economic Analysis	January 2017	February 2017	November 2017

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STRATEGIC GROWTH COUNCIL/Department of Conservation, Administrator – Sustainable Communities Planning Grant Award

Grantee: County of Humboldt Grant Number: 3012-565

Project Name: North Coast Integrated Regional Planning - Healthy Communities, Functional Watersheds and Viable Economies

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Project Name: North Coast Integrated Regional Planning – Healthy Communities, Functional Watersheds and Viable Economies Project Objectives: Improve air and water quality, Promote public health, Promote equity, Increase housing affordability, Promote infill and compact, Revitalize urban and community centers development, Protect natural resources and agricultural lands, Reduce automobile usage and fuel consumption, Improve infrastructure systems, Promote water conservation, Promote energy efficiency and conservation, Project Objectives: Improve air and water quality, Promote public health, Promote equity, Increase housing affordability, Promote infill and compact, Revitalize urban and community centers development, CD Strengthen the economy

Depar			Final Technical Memorandum [Month 34]	<u>March 2017</u>	<u>May 2017</u>	<u>January 2018</u>
partment of (Task 9. Long-Term Financing Plan: To ensure the implementation of the plann financing plan will be developed to assist local jurisdictions - many of whom ar as part of Tasks 4, 5, 6, and 7.	ing documents developed a e economically disadvantag	as part of this project, a strong long-term ged - implement the deliverables developed			
Conserva		Task 9: NCRP Planning staff, consultants	Task 9 Deliverable: North Coast Long- Term Financing Plan [Month 34] Draft North Coast Long-Term	March 2017	August 2017	<u>January 2018</u>
Nation G	Sub-Task 9A - Identification of Funding Mechanisms Sub-Task 9B - Funding Programs.		Financing Plan <u>content</u> for review by the NCRP PRP and TPRC [Month 31]	<u>December 2016</u>	<u>June 2016</u>	October 2017
Grant Agree	<u>Sub-Task 9C – Develop North Coast Long-Term Financing Plan</u>		 Draft North Coast Long-Term Financing Plan made available for public comment to the NCRP jurisdictions [Month 33] 	February 2017	November 2016	November 2017
Agreement I	14		Final North Coast Long-Term Financing Plan [Month 35]	<u>April 2017</u>	<u>May 2017</u>	<u>January 2018</u>

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Project Name: North Coast Integrated Regional Planning – Healthy Communities, Functional Watersheds and Viable Economies Applicant Name: County of Humboldt

BUDGET SUMMARY

		Hourly	# of	(D*E)		(F+G)	Fu	nding Source	25
PERSONNEL	Title	Rate	Hours	Salary	Benefits	Total	DOC Grant	Cash	In-Kind
Hank Seeman	Deputy Director	88	413	36,307	10,892	47,199	47,199	•	•
Jennifer Jenkins	Supervising Planner	65	81	5,292	1,588	6,880	6,880	-	-
Devin Theobald	Administrative Analyst	45	91	4,085	1,225	5,310	5,310		-
Jojo Gilbaugh	Deputy Director	70	21	1,470	441	1,911	1,911	-	-
Renee Fleek	Business Manager	65	21	1,334	400	1,735	1,735	-	
Cybelle Immitt	Senior Planner	65	336	21,830	6,549	28,379	28,379	-	
Danielle Allred	Administrative Analyst	20.2	2	32	10	42	42	-	-
Denise Monday	Environmental Analyst	37,08	39	1,446	434	1,880	1,880	-	-
Co. Board members and Project									
Partners			-	-	-	100,000	- [-	100,000
Co Planning Staff, Board				,					
Members, and Project Partners			-	-	-	150,000	-	-	150,000
TOTA	1			71,797	21,539	343,335	93,335	-	250,000
CONSULTANTS									
•••••	Planning, facilitation, technical analysis, research and technical writing, and								
West Coast Watershed	environmental review Tech Consultants (Policy Analyst, Economist	120	3672	440,610		440,610	· 425,610		15,000
	Research Assistant, Environmental Planner,								
Tech Sub-Contractors (Multiple)	Environmental Specialist / Technical Writer)	115	1778	204,480		204,480	204,480		-
County & Local Sub-Grantees (Multiple)	Planning Staff					250,000	2\$0,000		
Travel						18,300	18,300	•	-
Conference and Workshops (Match)						65,000	-	•	65,000
NCIRWMP PRP & TPRC members (Match) Sonoma County Water Agency and						516,000	.	-	516,000
Project Partners (Match)						470,000		-	470,000
					TOTAL	1,964,390	898,390	-	1,066,000
SUPPLIES				<u> </u>					
Total ALL Supplies									
· · · · · · · · · · · · · · · · · · ·					TOTAL	5,675	5,675		-
TRAVEL									ļ
Total ALL Travel							2,600		
						1			
		<u> </u>			TOTAL	2,600	2,600		<u> </u>
Total	· · · · · · · · · · · · · · · · · · ·					2,316,000	1,000,000		1,316,000

Project Name: North Coast Integrated Regional Planning – Healthy Communities, Functional Watersheds and Viable Economies

Applicant Name: County of Humboldt

46151

Task 1: Contract and Program Administration

	· · · · · · · · · · · · · · · · · · ·	Hourty	# of	(D*E)	· · · · ·	(F+G)	Fu	nding Sources	
PERSONNEL	Title	Rate	Hours	Salary	Benefits	Total	DOC Grant	Cash	In-Kind
Hank Seeman	Deputy Director	88	74	6,512	1,954	8,466	8,466		
Jennifer Jenkins	Supervising Planner	65	81	5,292	1,588	6,880	6,880	····	<u> </u>
Devin Theobald	Administrative Analyst	45	91	4,085	1,225	5,310	5,310		r
Jojo Gilbaugh	Deputy Director	70	21	1,470	441	1,911	1,911		···
Renee Fleek	Business Manager	65	21	1,334	400	1,735	1,735		
Cybelle Immitt	Senior Planner	65	236	15,330	4,599	19,929	19,929		<u> </u>
Danielle Alfred	Administrative Analyst	20	2	32	10	42	42		1
Denise Monday	Environmental Analyst	37	39	1,446	434	1,880	1,880		
Co. Board members and									
Project Partners									
Co Planning Staff, Board							+		<u> </u>
Members, and Project									
Partners				-	-		-		
TOTAL				35,501	10,650	46,152	46,152		
CONSULTANTS				4 <u>, :: : : : : : : : : : : : : : : : :</u>					<u> </u>
West Coast Watershed	analysis, research and technical writing, and environmental review Tech Consultants (Policy Analyst, Economist Research Assistant, Environmental Planner, Environmental Specialist /	120							
Tech Sub-Contractors (Multiple) County & Local Sub-Grantees (Multiple)	Technical Writer) Planning Staff	115							
Travel	B								
Conference and Workshops (Mate	:h)								ļ
NCIRWMP PRP & TPRC members (Sonoma County Water Agency and Project Partners (Match)	•								
	···· ·		·		TOTAL		·	-	<u> </u>
SUPPLIES Such as but not limited to: m (show how arrived at amount)	ailing, postage, printing					2,349	2,349		
					TOTAL	2,349	2,349	-	-
TRAVEL							1		
Mileage is calculated at the curren	it rate applicable to the date(s) of t	ravel				1,500	1,500		
					TOTAL	1,500	1,500	-	
Totals						50,001	50,001		i

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Updated 8.12.16

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Project Name: North Coast Integrated Regional Planning – Healthy Communities, Functional Watersheds and Viable Economies Applicant Name: County of Humboldt

Task 2: Regional Coordination and Input

	j	Hourly	#of =	(D*E)		(F+G)		nding Sources	
PERSONNEL	Title	Rate	Hours	Salary	Benefits	Total	DOC Grant	Cash	In-Kind
Hank Seeman	Deputy Director	88	169	14,898	4,469	19,367	19,367		
lennifer Jenkins	Supervising Planner	65	•	-	-	-	•		
Devin Theobald	Administrative Analyst	45		•	-	-			
lojo Gilbaugh	Deputy Director	70		-			•		
Renee Fleek	Business Manager	65		-	-		-		
Cybelle Immitt	Sentor Planner	65	50	3,250	975	4,225	4,225		
Danielle Allred	Administrative Analyst	20					· ·		
Denise Monday	Environmental Analyst	37	[•			•		
Co. Board members and Project		1							
Partners						100,000			100,000
Co Planning Staff, Board Members, and Project Partners					- -		j.		1
TOTAL	·		<u>-</u> -	18,148	5,444	123,592	23,592	· · ·	100,000
CONSULTANTS	•	• • •	•					t	
West Coast Watershed	analysis, research and technical writing, and environmental review Tech Consultants (Policy Analyst, Economist Research Assistant, Environmental Planner, Environmental	120		85,690		85,690	70,690		15,000
Tech Sub-Contractors (Multiple) County & Local Sub-Grantees (Multiple)	Specialist / Technical Writer) Planning Staff	115							
Travel						3,000	3,000]	
Conference and Workshops NCIRWMP PRP & TPRC members Sonoma County Water Agency and Project Partners (Match)						65,000 516,000			65,000 516,000
rioject rattiicis (inatcii)					TOTAL	669,690	73,690		596,000
SUPPLIES Such as but not limited to: ma (show how arrived at amount)	illing, postage, printing					1,918	1,918		
					TOTAL	1,918	1,918	-	-
TRAVEL				•:	•				
Mileage is calculated at the current	rate applicable to the date(s) of t	ravel				800	800		
					TOTAL	800	800		
Total	3					796,000	100,000		696,000

Project Name: North Coast Integrated Regional Planning – Healthy Communities, Functional Watersheds and Viable Economies

Applicant Name: County of Humboldt

Task 3: Baseline Data Assessment & Analysis Report

PERSONNEL	7741 -	Hourly	#of	(D*E)		(F+G)	F	unding Source	s
Hank Seeman	Title	Rate	Hours	Salary	Benefits	Total	DOC Grant	Cash	In-Kind
Jennifer Jenkins	Deputy Director	88		0					
······	Supervising Planner	65		0					······································
Devin Theobald	Administrative Analyst	45		0					
Jojo Gilbaugh	Deputy Director	70		0					<u>_</u>
Renee Fleek	Business Manager	65		0					
Cybelle Immitt	Senlor Planner	65		0					·
Danielle Alfred	Administrative Analyst	20				· · · · · · · · · · · · · · · · · · ·			· · · · · · · · ·
Denise Monday	Environmental Analyst	37			- · <u>-</u> ·				·
Co. Board members and Project Partners						··			
Co Planning Staff, Board Members,	·								
and Project Partners				o					
Total	·/								
CONSULTANTS	<u></u>				· · ·	·		<u> </u>	<u> </u>
West Coast Watershed	Planning, facilitation, technical analysis, research and technical writing, and environmental review Tech Consultants (Pollcy Analyst, Economist Research Assistant, Environmental Planner, Environmental Specialist /	120	1,958	235,000		235,000	235,000		
Tech Sub-Contractors (Multiple) County & Local Sub-Grantees	Technical Writer)	115							•
(Multiple)	Planning Staff	-				50,000	50,000		
Travel						5,000	5,000		
Conference and Workshops NCIRWMP PRP & TPRC members									
Sonoma County Water Agency and		· ·					1		
Project Partners (Match)						300,000			300,000
					TOTAL	590,000	290,000	-	300,000
SUPPLIES									
Such as but not limited to: maili	ng, postage, printing							1	
(show how arrived at amount)									
TRAVEL								-	
TRAVEL Mileage is calculated at the current rat	e applicable to the date(s) of travel	•							
				<u> </u>					<u> </u>
Totals						590,000	290,000		300,000

Updated 8.12.16

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Updated 8.12.16

Project Name: North Coast Integrated Regional Planning – Healthy Communities, Functional Watersheds and Viable Economies Applicant Name: County of Humboldt

Task 4: North Coast Regional Climate Mitigation and Energy Independence Plan

PERCONNEL		Hourly	# of	(D*E)	· · · · · · · · · · · · · · · · · · ·	(F+G)		unding Source	<u> </u>
PERSONNEL	Title	Rate	Hours	Salary	Benefits	Total	DOC Grant	Cash	In-Kind
Hank Seeman	Deputy Director	88				·			
Jennifer Jenkins	Supervising Planner	65							
Devin Theobald	Administrative Analyst	45							
Jojo Gilbaugh	Deputy Director	70				·			·
Renee Fleek	Business Manager	65				├ ── - ─ ·			
Cybelle Immitt	Senior Planner	65				┼─────			
Danielle Allred	Administrative Analyst	20				·		- · <u>-</u> ·	
Denise Monday	Environmental Analyst	37				┼━			
Co. Board members and Project	t					<u>∤</u>		·	
Partners						1 1			
Co Planning Staff, Board			-					<u> </u>	
Members, and Project Partners	1				•				
Total	· ····································					╀╼╼┅╼═┈╢╢			
CONSULTANTS	A	L			<u> </u>	_	÷	-	-
West Coast Watershed	Planning, facilitation, technical analysis, research and technical writing, and environmental review Tech Consultants (Policy Analyst, Economist	120	259	31,080		31,080	31,080		
Tech Sub-Contractors (Multiple) County & Local Sub-Grantees	Research Assistant, Environmental Planner, Environmental Specialist / Technical Writer)	115	522	60,000		60,000	60,000	-	
(Multiple)	Planning Staff					105,000	105,000		
Travel				0		3,920	3,920		
Conference and Workshops						-,	5,520		
NCIRWMP PRP & TPRC members Sonoma County Water Agency and Project Partners (Match)						60,000		•	60,000
SUPPLIES					TOTAL	260,000	200,000	<u> </u>	60,000
Such as but not limited to: maili	ng postage printing								-
show how arrived at amount)	ing, postage, printing								
show now arrived at arriotit()									
	,								_
RAVEL	· · · · · · · · · · · · · · · · · · ·						<u> </u>	-	-
Aileage is calculated at the current rat	e applicable to the date(s) of travel								
			•						<u> </u>
						─── ─			
Totals			_			260,000	200,000	-	60,000

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Updated 8.12.16

Project Name: North Coast Integrated Regional Planning – Healthy Communities, Functional Watersheds and Viable Economies Applicant Name: County of Humboldt

Task 5: North Coast Regional Climate Adaptation Plan

		Houriy	# of	(D*E)		(F+G)		Funding Source	s
PERSONNEL	Title	Rate	Hours	Salary	Benefits	Total	DOC Grant	Cash	In-Kind
Hank Seeman	Deputy Director	88						_	
ennifer Jenkins	Supervising Planner	65							
Devin Theobald	Administrative Analyst	45		· · · · · ·					
ojo Gilbaugh	Deputy Director	70							
Renee Fleek	Business Manager	65							
Cybelle Immitt	Senior Planner	65							
Danielle Alfred	Administrative Analyst	20							-
Denise Monday	Environmental Analyst	37							
Co. Board members and									,
Project Partners									
Co Planning Staff, Board							· · · · · · · · · · · · · · · · · · ·		
Members, and Project									
Partners									
Total							-		
CONSULTANTS West Coast Watershed	West Coast Watershed, with su Planning, facilitation, technical analysis, research and technical writing, and environmental review Tech Consultants (Policy Analyst, Economist Research Assistant, Environmental	12-contracts tr	o qualified en	8,040		8,040	· 8,040		-
Tech Sub-Contractors (Multiple) County & Local Sub-Grantees (Multiple) Termel	Planner, Environmental Specialist / Technical Writer) Planning Staff	115	439	50,500		50,500 15,000	50,500 15,000		<u>.</u>
Travel						1,460	1,460		
Conference and Workshops NCIRWMP PRP & TPRC members Sonoma County Water Agency and Project Partners (Match)					TOTAL	30,000 105,000	75,000		30,000 30,000
SUPPLIES									
Such as but not limited to: ma	illing, postage, printing	<u>.</u>							
(show how arrived at amount)									
TRAVEL				-		<u> · · · · </u>			
Mileage is calculated at the current	rate applicable to the date(s) of	travel							
Total	<u>s </u>					105,000	75,000		30,000

3012-565 Project Name: North Coast Integrated Regional Planning – Healthy Communities, Functional Watersheds and Viable Economies Applicant Name: County of Humboldt

Task 6: North Coast Regional Greenprint

		Hourly	#of	(D*E)		(F+G)		unding Sources	
PERSONNEL	Title	Rate	Hours	Salary	Benefits	Total	DOC Grant	Cash	In-Kind
Hank Seeman	Deputy Director	88							
Jennifer Jenkins	Supervising Planner	65			-				
Devin Theobald	Administrative Analyst	45		•					
Jojo Gilbaugh	Deputy Director	70				•			
Renee Fleek	Business Manager	65							
Cybelle Immitt	Senior Planner	65				i			
Danielle Allred	Administrative Analyst	20							
Denise Monday Co. Board members and Project Partners	Environmental Analyst	37							
Co Planning Staff, Board Members. and Project Partners									
Total				0		D 0	0	0	0
CONSULTANTS West Coast Watershed	West Coast Watershed, with sub-contracts to quali Planning, facilitation, technical analysis, research and technical writing, and environmental review Tech Consultants (Policy Analyst, Economist	fied entities 120	100	12,000		12,000	12,000		
Tech Sub-Contractors (Multiple) County & Local Sub-Grantees (Multiple)	Research Assistant, Environmental Planner, Environmental Specialist / Technical Writer) Planning Staff	115	402	46,200		46,200 			
Travel Conference and Workshops NCIRWMP PRP & TPRC members Sonoma County Water Agency and			·			1,800	1,800		20,000
Project Partners (Match)					TOTAL	110,000	90,000	0	20,000
SUPPLIES Such as but not limited to: mai (show how arrived at amount) TRAVEL									
Vileage is calculated at the current i	ate applicable to the date(s) of travel								
Totals	.				<u> </u>	110,000	. 90,000	o	20,00

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Project Name: North Coast Integrated Regional Planning – Healthy Communities, Functional Watersheds and Viable Economies Applicant Name: County of Humboldt

Task 7: North Coast Regional Model Planning and Policy Toolkit

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DERCONNEL		Hourly	# af	(D*E)		(F+G)	FI	unding Source	s
PERSONNEL	Title	Rate	Hours	Salary	Benefits	Total	DOC Grant	Cash	In-Kind
Hank Seeman	Deputy Director	88	169	14,898	4,469	19,367	19,367		
Jennifer Jenkins	Supervising Planner	65		-	-				
Devin Theobald	Administrative Analyst	45		-					
Jojo Gilbaugh	Deputy Director	70		-	-				
Renee Fleek	Business Manager	65					· ·		
Cybelle Immitt	Senior Planner	65	50	3,250	975	4,225	4,225		· · · · ·
Danielle Allred	Administrative Analyst	20							
Denise Monday	Environmental Analyst	37							
Co. Board members and Project									
Partners									İ
Co Planning Staff, Board Members,									·
and Project Partners						150,000			150.000
TOTAL				18,148	5,444	173,592	23,592		150,000
CONSULTANTS				· · · · · · · · · · · · ·					
West Coast Watershed	Planning, facilitation, technical analysis, research and technical writing, and environmental review Tech Consultants (Policy Analyst, Economist Research Assistant, Environmental Planner,	120	486	58,300		58,300	58,300	·	
Tech Sub-Contractors (Multiple)	Environmental Specialist / Technical Writer)	115							1
County & Local Sub-Grantees (Multiple)	Planning Staff					25,000	25,000		
Travel						1,400	1,400		
Conference and Workshops									
NCIRWMP PRP & TPRC members Sonoma County Water Agency and									
Project Partners (Match)				-		·			
SUPPLIES					OTAL	84,700	84,700	0	
Such as but not limited to: mailing, (show how arrived at amount)	postage, printing					1408	1408		
······································				-			`		
TD A1/61				1	OTAL	1,408	1,408		
TRAVEL						ł			1
Mileage is calculated at the current rate ap	oplicable to the date(s) of travel								
						1			1
· · · · · · · · · · · · · · · · · · ·						300	300		
Totals	•					260,000	110,000	0	150,00

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3012-565

Project Name: North Coast Integrated Regional Planning – Healthy Communities, Functional Watersheds and Viable Economies

Applicant Name: County of Humboidt

Task 8: Economic Analysis

PERSONNEL	Title	Hourly	# of	(D*E)		(F+G)	Funding Sources		
Hank Seeman		Rate	Hours	Salary	Benefits	Total	DOC Grant	Cash	In-Kind
Jennifer Jenkins	Deputy Director	88							
Devin Theobald	Supervising Planner	65							
Jojo Gilbaugh	Administrative Analyst	45							·
Renee Fleek	Deputy Director	70							
Cybelle Immitt	Business Manager	65							
Danielle Allred	Senior Planner	65						• • <u></u> •	
Denise Monday	Administrative Analyst	20							
Co. Board members and	Environmental Analyst	37						•	
					-				
Project Partners Co Planning Staff, Board	<u> </u>								1
				-		,			<u> </u>
Members, and Project Partners									
CONSULTANTS				0	0	0	0	0	
	Planning, facilitation, technical analysis, research and technical writing, and environmental review Tech Consultants (Policy Analyst, Economist Research Assistant, Environmental Planner,	120	· 58	7,000		7,000	7,000		
Fech Sub-Contractors (Multiple) County & Local Sub-Grantees Multiple)	Environmental Specialist / Technical Writer) Planning Staff	115	278	32,000		32,000 10,000	32,000		
Fravel Conference and Workshops						1,000	10,000 1,000		
CIRWMP PRP & TPRC members ionoma County Water Agency and roject Partners (Match)						40,000			40,00
SUPPLIES					TOTAL	90,000	50,000	0	40,00
Such as but not limited to: mail show how arrived at amount)	ling, postage, printing								
RAVEL	······								
lleage is calculated at the current ra	ste applicable to the date(s) of travel								
Totals	······································					90,000	50,000	0	40,000

Updated 8.12.16

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Updated 8.12.16

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Project Name: North Coast Integrated Regional Planning – Healthy Communities, Functional Watersheds and Viable Economies Applicant Name: County of Humboldt

Task 9: Long-term Financing Plan

	Title	Hourly	# of Hours	(D*E)	Benefits	(F+G)	Funding Sources		
PERSONNEL		Rate		Salary		Total	DOC Grant	Cash	In-Kind
Hank Seeman	Deputy Director	88							
Jennifer Jenkins	Supervising Planner	65							
Devin Theobald	Administrative Analyst	45							
Jojo Gilbaugh	Deputy Director	70							
Renee Fleek	Business Manager	65							
Cybelle Immitt	Senior Planner	65		·			·- ·		
Danielle Allred	Administrative Analyst	20						·— · <u> </u>	
Denise Monday	Environmental Analyst	37							
Co. Board members and Project									- <u> </u>
Partners									
Co Planning Staff, Board						╺┼╼╌──┤		·	<u> </u>
Members, and Project Partners	[•							
ΤΟΤΑΙ	l					o	<u> </u>	0	
CONSULTANTS	d				1				<u> </u>
West Coast Watershed	Planning, facilitation, technical analysis, research and technical writing, and environmental review Tech Consultants (Policy Analyst, Economist Research Assistant, Environmental Planner,	120	29	3,500)	3,500	3,500		
Tech Sub-Contractors (Multiple) County & Local Sub-Grantees	Environmental Specialist / Technical Writer)	115	137	15,780	1	15,780	15,780		
(Multiple)	Planning Staff					15,000	15,000		
Travel						720	720		
Conference and Workshops VCIRWMP PRP & TPRC members Sonoma County Water Agency and Project Partners (Match)					TOTAL	20,000	35,000	Ο	20,000 20,000
SUPPLIES						33,000		_	
Such as but not limited to: mailin	g, postage, printing					Ĩ I			
(show how arrived at amount)	9, bostoBet building								
TRAVEL						+			
Mileage is calculated at the current rate	e applicable to the date(s) of travel								
	•								
			·		<u> </u>				
Totals						55,000	35,000,	0	20,000

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California Department of Conservation – Division of Land Resource Protection 2012 Sustainable Communities Planning and Incentives Grant Program County of Humboldt, Grant Number: 3012-565

Exhibit C

GRANTEE CERTIFICATION OF COMPLIANCE

By signing this Agreement, Grantee certifies that it is in compliance with all of the following requirements, to the extent that each is applicable:

1. <u>Americans with Disabilities Act</u>: Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 *et seq.*)

2. <u>Nondiscrimination Clause</u>: During the performance of this Agreement, the Grantee and its subcontractor(s) shall not discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), sexual orientation, marital status, and denial of family care leave. Grantee and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from discrimination and harassment. Grantee and its subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Government Code, Section 12900 et seq.), and the regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated herein by reference and made a part hereof as if set forth in full.

Grantee and its subcontractor(s) shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the grant.

3. <u>Recycling Certification</u>: The Department has a procurement policy that sets purchase goals for, and favors the purchase of, products containing recycled content, both post-consumer and secondary waste. When using grant funds to purchase paper products, fine printing and writing paper, plastic, glass, oil, compost and co-compost, solvents and paint, tire-derived products, and retread tires, the Grantee shall make a reasonable effort to purchase products containing recycled content. Grantee shall report any and all such purchases in status and final reports required pursuant to this Agreement.

4. <u>Drug-Free Workplace Requirements</u>: Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

(a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

(b) Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and
- 4) penalties that may be imposed upon employees for drug abuse violations.

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(c) Every employee who works on the Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and

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

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Grantee may be ineligible for award of any future State agreements if the Department determines that the Grantee has made a false certification, or violated the certification by failing to carry out the requirements as noted above.

5. <u>Labor Code/Workers Compensation</u>: Grantee needs to be aware of the provisions, which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee agrees to comply with such provisions before commencing performance pursuant to this Agreement. (Labor Code Section 3700)

6. <u>Child Support Compliance Act</u>: For any Agreement in excess of \$100,000, the Grantee acknowledges accordance with the following:

(a) The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

(b) The Grantee, to the best of its knowledge, is fully 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.

7. <u>Resolution of Support</u>: Grantee must provide the State with a copy of a resolution, order, motion, or ordinance of its governing body, which by law has authority to enter into an agreement, authorizing execution of an agreement.

8. <u>Air or Water Pollution Violation</u>: Under State laws, the Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to a cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

9. <u>Compliance with Other Laws, Including CEOA</u>: The Grantee shall comply fully with all applicable federal, state and local laws, ordinances, regulations and permits and shall secure any new permits required by authorities having jurisdiction over the project(s), and maintain all presently required permits. The Grantee shall ensure that any applicable requirements of the California Environmental Quality Act are met in carrying out the terms of the grant.

10. Use of State Funds to Assist, Promote or Deter Union Organizing: Grantee shall not use state funds, including grant funds, to assist, promote or deter union organizing. Government Code Section 16645.1(d) provides that Grantee shall be liable to the State for the amount of any funds expended in violation of this prohibition, plus a civil penalty equal to twice the amount of those funds. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee shall maintain records sufficient to show that state funds have not been used for those expenditures. The Grantee shall provide those records to the Attorney General upon request.

11. <u>Payee Data Record Form (Std. 204)</u>: This form must be completed by all contractors and grantees and submitted to the State before the start of any grant. Grantee shall submit a new form anytime there is an address change.

Exhibit C – Project Budget and Billing Rate Schedule

voject Number: 289-SGC -01-B West Coast Watershed Consu Task	Iting Services	Rate	Hours	Salary	Benefits	Total	DOC Grant	Match In-Kind	Total
		Nare	-	Junary					
ask 2: Regional Coordination and									
aput	WCW [hourly rate = \$105] - Planning,								
	facilitation, technical analysis, research and						31,654	15,080	46,63
	technical writing, and environmental review.						31,004	347 159	247,1
	NCIRWMP PRP & TPRC members								
	Conference and workshops							41,695	41,69
Sub-To	atal		•				31,654	303,855	335,50
ask 3: Baseline Data Assessment									
	facilitation, technical analysis, research and								
vnalysis Report	technical writing, and environmental review								
	(Travel). County & Local Sub-Grantees								
							15,742		15,74
	(Multiple) - Planning Staff								-
	Sonoma County Water Agency and Project							3,484	234,48
_	Partners (Match)						15,742	234,484	250,22
Sub-Te	otal					_	247,742	234,464	2240
Fask 4: North Coast Regional Clim	ate								
Vitigation and Energy Independe	nce WCW (hourly rate = \$105) - Planning.								
vian	facilitation, technical analysis, research and								
-i#I1	technical writing, and environmental review								
	(Travel). Tech Sub-Contractors (Multiple) -								
	Policy Analyst, Economist Research Assistant,								
	Environmental Planner, Environmental								
	Specialist / Technical Writer. County & Local								
	Sub-Grantees (Multiple) - Planning Staff						11,668		11,66
	Sanoma County Water Agency and Project						•		
	Pariners (Match)							5-0,969	50,9
							11,668	50,969	62,63
Sub-T				_	-				
Task 5: North Coast Regional Clim									
Adaptation Plan	WCW (hourly rate = \$105) - Planning,								
•	facilitation, technical analysis, research and				~				
	technical writing, and environmental review								
	(Travel). Tech Sub-Contractors (Multiple) -								
	Policy Analyst, Economist Research Assistant,		·						
	Environmental Planner, Environmental							•	
	Specialist / Technical Writer, County & Local								
	Sub-Grantees (Multiple) - Planning Staff						19,350		19,3
	Sonoma County Water Agency and Project								
	Partners (Match)							1,819	1,8
Sub-T	otal						19,350	30,000	21,16
the second s						_			
Task 6: North Coast Regional									
Greenprint	WCW (hourly rate = \$105) - Planning								
	facilitation, technical analysis, research and								
	technical writing, and environmental review								
	(Travel). Tech Sub-Contractors (Multiple)								
	Policy Analyst, Economist Research Assistant,								•
	Environmental Planner, Environmental								
	Specialist / Technical Writer. County & Local						14,897		14,8
	Sub-Grantees (Multiple) - Planning Staff						14,007		
	Sonoma County Water Agency and Project							17.000	17,0
	Partners (Match)							17,000	
Sub-1	fotal						14,897	17,000	31,8
Task 7: North Coast Regional Mo	del WCW (houriy rate = \$105) - Planning,			-					
Planning and Policy Toolkit	facilitation, technical analysis, research and								
a retraintE que a onel reduce	technical writing, and environmental review								
	(Travel). County & Local Sub-Grantees								
	(Multiple) - Planning Staff						22,802	0	22,8
Sub-1	* • • •						22,802	0	22,8
Task 8: Economic Analysis	WALL & such a star of 1001 - Dissoin of								
	WCW (hourly rate = \$105) - Planning,								
	facilitation, technical analysis, research and								
	technical writing, and environmental review								
	(Travel). Tech Sub-Contractors (Multiple) -								
	Policy Analyst, Economist Research Assistant,	•							
	Environmental Planner, Environmental								
	Specialist / Technical Writer. County & Local						43,385		43,
									,
	Sub-Grantees (Multiple) - Planning Staff							40,000	40,
	Sonoma County Water Agency and Project								83,
	Sonoma County Water Agency and Project Partners (Match)								03-
Sub-	Sonoma County Water Agency and Project Partners (Match)						43,385	40,000	
	Sonoma County Water Agency and Project Partners (Match) Total		-				43,385	40,000	-
Sub- Task 9: Long-term Financing Plan	Sonoma County Water Agency and Project Partners (Match) Total		-				43,385	40,005	
	Sonoma County Water Agency and Project Partners (Match) Total WCW (hourly rate # \$105) - Pfanning,						43,385	40,000	
	Sonoma County Water Agency and Project Parmers (Match) Total WCW (hourly rate # \$105) - Planning, facilitation, technical analysis, cesarch and						43,385	40,000	
	Sonoma County Water Agency and Project Parmers (Match) Total WCW (hourly rate # \$10\$) - Planning, Reclitation, technical analysis, research and technical writing, and environmental review						43,385	40,000	-
	Sonoma County Water Agency and Project Parmers (Match) Total WCW (hourly rate = \$105) - Planning, Agelitation, technical analysis, crearch and technical writing, and environmental review (Travel). Tech Sub-Contractors (Multiple) -		3 -				43,385	40,069	-
	Sonoma County Water Agency and Project Partners (Malch) Total WDW (hourly rate # \$10\$) - Planning, regilization, technical analysis, createrch and technical writing, and environmental review (Travel), Tech Sub-Contractors (Multiple) - Polig Analyst, Economic Research Assistant						43,335	40,000	-
	Sonoma County Water Agency and Project Parmers (Match) Total WCW (hourly rate = \$105) - Planning, Raditation, technical analysis, research and technical writing, and environmental review (Travel), Tech Sub-Contractors (Multiple) - Policy Analyst, Economist Research Assistent Environmental Planner, Environmental						43,385		
	Sonoma County Water Agency and Project Partners (Match) Total WCW (hourly rate = \$105) - Planning, facilitation, technical analysis, research and technical writing, and environmental review (Travel). Tech Sub-Contractors (Multiple) - Policy Analyst, Economist Research Assistent Environmental Planner, Environmental Specialist / Technical Whiter, County & Local							40,000	8
	Sonoma County Water Agency and Project Parmers (Match) Total WCW (hourly rate = \$105) - Planning, facilitation, technical analysis, createrch and technical writing, and environmental review (Travel). Tech Sub-Contractors (Multiple) - Polig Analysis, Concomit Research Assistant Environmental Planner, Environmental Specialis of Technical Writer, County & Local Sub-Crantees (Multiple) - Planning Saff						43,385 8,312		8
	Sonoma County Water Agency and Project Parmers (Match) Total WCW (hourly rate e \$105) - Planning, racilitation, technical analysis, research and technical writing, and environmental review (Travel). Tech Sub-Contractors (Multiple) Policy Analysi, Economist Research Assistant Environmental Planner, Environmental Specialist / Technical writer, County & Local Sub-Grances (Multiple) - Planning Staff Sonoma County Water Agency and Project								
	Sonoma County Water Agency and Project Parmers (Match) Total WCW (hourly rate = \$105) - Planning, facilitation, technical analysis, createrch and technical writing, and environmental review (Travel). Tech Sub-Contractors (Multiple) - Polig Analysis, Concomit Research Assistant Environmental Planner, Environmental Specialis of Technical Writer, County & Local Sub-Crantees (Multiple) - Planning Saff						8,312	20,000	20
Task 9: Long-term Financing Plan	Sonoma County Water Agency and Project Parmers (Match) Total WCW (hourly rate e \$105) - Planning, racilitation, technical analysis, research and technical writing, and environmental review (Travel). Tech Sub-Contractors (Multiple) Policy Analysi, Economist Research Assistant Environmental Planner, Environmental Specialist / Technical writer, County & Local Sub-Grances (Multiple) - Planning Staff Sonoma County Water Agency and Project								8 20 28 835,