

DRAFT Agreement for Technical Advisory Services for the North Coast Resource Partnership

This agreement ("Agreement") is by and between **Sonoma County Water Agency**, a body corporate and politic of the State of California ("Sonoma Water") and **West Coast Watershed, Inc.**, a California corporation ("WCW"). The Effective Date of this Agreement is the date the Agreement is last signed by the parties to the Agreement, unless otherwise specified in Paragraph 5.1.

RECITALS

- A. The North Coast Resource Partnership (NCRP) develops plans for the North Coast Region that address critical regional and community needs related to water, natural resources, forest health and wildfire risk reduction, increasing renewable power, and climate resiliency. Sonoma Water is a member of the NCRP, and is responsible for climate plan content development and review as well as advising on regional climate resilience strategies, policy, and funding opportunities.
- B. The NCRP, led by Humboldt County, was awarded a grant for Collaborative Planning and Capacity Building for Climate Resilience in the North Coast Region of California, which provides funding for collaborative planning and capacity building for climate resilience in the North Coast Region of California. Under this grant, the NCRP will develop a regional climate resilience plan that addresses biophysical and socio-economic factors affecting North Coast communities and ecosystems under changing climate regimes, including impacts from sea level rise, wildfire, volatile hydrologic cycles, and disproportionate effects on economically disadvantaged and historically underrepresented communities.
- C. Under this Agreement, Sonoma Water will be responsible for advising on and providing input into the planning process, including climate resilience data development, partner outreach, key plan elements, and reviewing and providing recommended refinements to the draft plan elements and the final draft plan.
- D. Sonoma Water will also advise the NCRP on climate risk analysis and potential solutions for climate risks, including nature-based solutions and built infrastructure solutions, advising on the analysis and derivatives from the recently acquired high resolution LiDAR data, and actively participate in regional and local meetings with partners and community members.

In consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1. RECITALS

- 1.1. The above recitals are true and correct and are incorporated herein.

2. **LIST OF EXHIBITS**

2.1. The following exhibits are attached hereto and incorporated herein:

- a. Exhibit A: Scope of Work.
- b. Exhibit B: Sample Rates and Expenses.
- c. Exhibit C: Grant Award Documents.
- d. Exhibit D: Insurance Requirements.

3. **SCOPE OF SERVICES**

3.1. *Sonoma Water's Specified Services:* Sonoma Water shall perform the services described in Exhibit A (Scope of Work), within the times or by the dates provided for in Exhibit A and pursuant to Article 9 (Prosecution of Work). In the event of a conflict between the body of this Agreement and Exhibit A, the provisions in the body of this Agreement shall control.

3.2. *Cooperation with WCW:* Sonoma Water shall cooperate with WCW in the performance of all work hereunder. Sonoma Water shall coordinate the work with WCW's Project Manager. Contact information and mailing addresses:

Sonoma Water	WCW
Project Manager: Molly Oshun Phone: 707-547-1979 Email: molly.oshun@scwa.ca.gov Contract Manager: Bradley Elliott Phone: 707-547-1060 Email: bradley.elliott@scwa.ca.gov 404 Aviation Boulevard Santa Rosa, California 95403-9019	Contact: Karen Gaffney PO Box 262 Healdsburg, California 95448-0262 Phone: 707-583-6757 or 707-433-7377 Email: kgaffney@westcoastwatershed.com
Remit payments to:	Remit invoices to:
Anika McLea Same address as above	Same address as above

4. **PAYMENT AND INVOICES**

4.1. *Total Costs:* Total costs under this Agreement shall not exceed \$50,000.

4.2. *Payments:* In order for Sonoma Water to receive payment, Sonoma Water shall submit to WCW quarterly invoices itemizing work completed and eligible Project costs incurred. Invoices shall be in a format approved by, and shall include

backup documentation as specified by, WCW in Paragraph 4.3. Invoices submitted by Sonoma Water shall be sent to WCW as directed in Paragraph 3.2.

- 4.3. *Invoices:* Sonoma Water shall submit its bills in arrears on a quarterly basis, based on work completed for the period, in a form approved by WCW. Invoices shall describe the nature and extent of the services performed and completed during the period covered on the invoice, including dates and hours worked and a narrative description of work performed. An invoice and progress report template can be provided for use though is not required.
- 4.4. *Timing of Payments:* Any payments under this Agreement shall be due and payable to Sonoma Water only following receipt by WCW of funds from Humboldt County, which usually occurs within 60 days of invoicing. WCW shall have no liability for payment unless and until said funds are received by WCW.
- 4.5. *Retention:* A retention of 15 percent may be withheld from each invoice at the discretion of WCW and shall be paid to Sonoma Water upon satisfactory completion of the work outlined in Exhibit A (Scope of Work) and upon payment of retentions to WCW by Humboldt County.

5. **TERM OF AGREEMENT AND COMMENCEMENT OF WORK**

- 5.1. *Term of Agreement:*
 - a. This Agreement shall expire on March 31, 2027, unless terminated earlier in accordance with the provisions of Article 6 (Termination).
 - b. Either party shall have the option to extend this Agreement for up to two additional years. The extension shall be formalized in an amended agreement or amendment signed by Sonoma Water and WCW.
- 5.2. *Commencement of Work:* Sonoma Water is authorized to proceed immediately with the performance of this Agreement upon the Effective Date of this Agreement.

6. **TERMINATION**

- 6.1. *Authority to Terminate:* Sonoma Water's right to terminate may be exercised by Sonoma County Water Agency's General Manager.
- 6.2. *Termination Without Cause:* Notwithstanding any other provision of this Agreement, at any time and without cause, either party shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to the other party.
- 6.3. *Termination for Cause:* Notwithstanding any other provision of this Agreement, should either party fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, a party may give the other party written notice of such failure to perform the obligations hereunder. The party receiving notice shall have a

reasonable time to cure any defect. If the defect is not cured within a reasonable time, the party providing notice of the defect may terminate this Agreement by providing written notice to the other party stating the reason for termination.

- 6.4. *Delivery of Work Product and Final Payment Upon Termination:* In the event of termination, Sonoma Water, within 14 days following the date of termination, shall deliver to WCW all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Sonoma Water or Sonoma Water's subcontractors, consultants, and other agents in connection with this Agreement subject to Paragraph 0 and shall submit to WCW an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.
- 6.5. *Payment Upon Termination:* Upon termination of this Agreement, Sonoma Water shall be entitled to receive as full payment for all services rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services rendered hereunder by Sonoma Water bear to the total services otherwise required to be performed for such total payment; provided, however, that if services are to be paid on a per-hour or per-day basis, then Sonoma Water shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to termination multiplied by the applicable hourly or daily rate.
- 6.6. *Change in Funding:* Sonoma Water understands and agrees that WCW shall have the right to terminate this Agreement immediately upon written notice to Sonoma Water in the event that (1) any state or federal agency or other funder reduces, withholds or terminates funding which WCW anticipated using to pay Sonoma Water for services provided under this Agreement or (2) WCW has exhausted all funds legally available for payments due under this Agreement.

7. MUTUAL INDEMNIFICATION

- 7.1. Each party to this Agreement (the "Indemnifying Party") agrees to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the other party (the "Indemnified Party"), and the Indemnified Party's supervisors, officers, agents, and employees, from and against any and all liabilities, actions, claims, damages, disabilities, or expenses that may be asserted by any person or entity, including the Indemnifying Party, to the extent resulting from the Indemnifying Party's breach of any material term of this Agreement, or Indemnifying Party's negligence or willful misconduct in connection with the performance of this Agreement, but excluding liabilities, actions, claims, damages, disabilities, or expenses to the extent arising from Indemnified Party's breach of any material term of this Agreement, or Indemnified Party's negligence or willful misconduct in

connection with the performance of this Agreement. The Indemnified Party shall have the right to select its legal counsel at the Indemnifying Party's expense, subject to the Indemnifying Party's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for the parties hereto or their agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.

8. INSURANCE

- 8.1. With respect to performance of work under this Agreement, Sonoma Water shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit C (Insurance Requirements).

9. PROSECUTION OF WORK

- 9.1. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for WCW's performance of this Agreement shall be extended by a number of days equal to the number of days WCW has been delayed.

10. REPRESENTATIONS OF SONOMA WATER

- 10.1. *Status of Sonoma Water:* The parties intend that Sonoma Water, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Sonoma Water is not to be considered an agent or employee of WCW and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits WCW provides its employees. In the event WCW exercises its right to terminate this Agreement pursuant to Article 6 (Termination), Sonoma Water expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.
- 10.2. *No Suspension or Debarment:* Sonoma Water warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Sonoma Water also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration.
- 10.3. *Taxes:* Sonoma Water agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Sonoma Water agrees to

indemnify and hold WCW harmless from any liability which it may incur to the United States or to the State of California or to any other public entity as a consequence of Sonoma Water's failure to pay, when due, all such taxes and obligations. In case WCW is audited for compliance regarding any withholding or other applicable taxes, Sonoma Water agrees to furnish WCW with proof of payment of taxes on these earnings.

- 10.4. *Records Maintenance:* Sonoma Water shall maintain acceptable financial management systems during the term of this Agreement. Such systems shall provide accurate, current, and complete disclosure of the financial activity under this Agreement. Sonoma Water shall maintain standard financial accounts, documents, and records relating to this the services it performs under this Agreement. Sonoma Water shall retain these records for three years following the date of final disbursement by the WCW under this Agreement, regardless of the termination date. The documents shall be subject to examination and audit by WCW during Sonoma Water's normal business hours and upon reasonable advance written notice. Sonoma Water may use any accounting system, which follows the guidelines of "Generally Accepted Accounting Principles" published by the American Institute of Certified Public Accountants.
- 10.5. *Nondiscrimination:* During the performance of this Agreement, Sonoma Water and its sub-contractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age, sex, or sexual orientation. Sonoma Water and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Sonoma Water and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.). Sonoma Water and its sub-contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. This nondiscrimination clause shall be included in all contracts entered into by Sonoma Water to perform work provided for under this Agreement.
- 10.6. Sonoma Water confirms understanding of and willingness to uphold and comply with the principles, protocols and processes outlined in the North Coast Resource Partnership [Memorandum of Mutual Understanding \(MOMU\)](#) and the North Coast Resource Partnership Policies and Procedures Handbook. The current versions of both documents are maintained on the North Coast Resource Partnership [website](#), and it is Sonoma Water's responsibility to ensure understanding of the most current versions. Sonoma Water further agrees to become a signatory to the North Coast Resource Partnership MOMU.

11. DEMAND FOR ASSURANCE

- 11.1. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article 11 limits either party's right to terminate this Agreement pursuant to Article 6 (Termination).

12. ASSIGNMENT AND DELEGATION

- 12.1. *Consent:* Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.
- 12.2. *Subcontracts:* Notwithstanding the foregoing, WCW may enter into subcontracts with the subconsultants specifically identified herein. If no subconsultants are listed, then no subconsultants will be utilized in the performance of the work specified in this Agreement.
- 12.3. *Change of Subcontractors or Subconsultants:* If, after execution of the Agreement, parties agree that subconsultants not listed in Paragraph 12.2 will be utilized, Sonoma Water may enter into subcontracts with subconsultants to perform other specific duties pursuant to the provisions of this Paragraph 12.3. The following provisions apply to any subcontract entered into by Sonoma Water other than those listed in Paragraph 12.2:
- a. Prior to entering into any contract with subconsultant, Sonoma Water shall obtain WCW approval of subconsultant.
 - b. All agreements with subconsultants shall (a) contain indemnity requirements in favor of WCW in substantially the same form as that contained in Article 7 (Mutual Indemnification), (b) contain language that the subconsultant may be terminated with or without cause upon reasonable written notice, and (c) prohibit the assignment or delegation of work under the agreement to any third party.

- 12.4. *Summary of Subconsultants' Work:* Sonoma Water shall provide WCW with a summary of work performed by subconsultants with each invoice submitted under Paragraph 4.3. Such summary shall identify the individuals performing work on behalf of subconsultants and the total amount paid to subconsultant, broken down by the tasks listed in the Scope of Work.

13. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS, AND MAKING PAYMENTS

- 13.1. *Method of Delivery:* All notices, bills, and payments shall be made in writing and shall be given by personal delivery, U.S. Mail, courier service, or electronic means. Notices, bills, and payments shall be addressed as specified in Paragraph 3.2.
- 13.2. *Receipt:* When a notice, bill, or payment is given by a generally recognized overnight courier service, the notice, bill, or payment shall be deemed received on the next business day. When a copy of a notice, bill, or payment is sent by electronic means, the notice, bill, or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill, or payment is deposited in the U.S. mail and postmarked on the date of the electronic transmission (for a payment, on or before the due date), (2) the sender has a written confirmation of the electronic transmission, and (3) the electronic transmission is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills, and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this Article 13.

14. MISCELLANEOUS PROVISIONS

- 14.1. *No Waiver of Breach:* The waiver by either party of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.
- 14.2. *Construction:* To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. WCW and Sonoma Water acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. WCW and Sonoma Water acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

- 14.3. *Consent:* Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.
- 14.4. *No Third-Party Beneficiaries:* Except as provided in Article 7 (Mutual Indemnification), nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
- 14.5. *Applicable Law and Forum:* This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or in the forum nearest to the City of Santa Rosa, in the County of Sonoma.
- 14.6. *Captions:* The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.
- 14.7. *Merger:* This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure section 1856. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
- 14.8. *Survival of Terms:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- 14.9. *Time of Essence:* Time is and shall be of the essence of this Agreement and every provision hereof.
- 14.10. *Counterpart; Electronic Signatures:* The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together which when executed by the requisite parties shall be deemed to be a complete original agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF), or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal force and effect as an original document. This Agreement, and any counterpart, may be electronically signed by each or any of the parties through the use of any commercially available digital and/or electronic signature software or other electronic signature method in compliance with the U.S. federal ESIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code § 1633.1 et seq.), or other applicable law. By its use of any electronic signature below, the

[illegible]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date last signed by the parties to the Agreement.

Reviewed as to funds:

TW 23/24-104

By: _____
Sonoma County Water Agency
Division Manager - Administrative
Services

Approved as to form:

By: _____
Cory O'Donnell, Deputy County Counsel

Insurance Documentation is on file with
Sonoma Water

Date/TW Initials: _____

Sonoma County Water Agency

West Coast Watershed, Inc., a California
corporation

By: _____
Grant Davis
General Manager
Authorized per Sonoma County Water
Agency's Board of Directors Action on
May 6, 2025

By: _____
Name: _____

Title: _____

Date: _____

Date: _____

Exhibit A

Scope of Work

1. **TASKS**

1.1. Task 1: Advisory Services

- a. Advise on regional climate resilience strategies, policy, and funding opportunities.
- b. Provide input on the planning process including, but not limited to, the following topics:
 - i. Climate resilience data.
 - ii. Risk assessment development.
 - iii. Partner outreach.
 - iv. Key plan elements.
- c. Advise on climate risk analysis and potential solutions for climate risks including, but not limited to, the following:
 - i. Nature-based solutions.
 - ii. Built infrastructure solutions.
 - iii. Analysis and derivatives from the recently acquired high resolution lidar data.

1.2. Task 2: Regional Climate Plan

- a. Develop and review regional climate plan content.
- b. Provide recommended refinements to the draft plan elements and the final draft plan.

1.3. Task 3: Project Management

- a. Attend NCRP-facilitated meetings to discuss and advise on regional climate resilience strategies.
- b. Participate in regional and local meetings with partners and community members.

1.4. Task 4: Quarterly Reports

- a. Prepare quarterly reports. Include the following in each report:
 - i. A detailed list of work performed.
 - ii. Dates and subject of meetings conducted, meeting attendees, and summary of meeting results.
 - iii. Other information as appropriate or as requested by WCW.

Deliverable	Due Date
Quarterly Report	Quarterly with invoices

1.5. Optional Task 5: Additional Services

- a. Do not proceed with this task unless requested in writing by WCW.
- b. Perform additional services as requested by WCW to support the work under this Agreement. The additional services will be agreed to by Sonoma Water and WCW and described in writing by WCW.

Deliverable	Due Date
To be determined	To be determined

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
WEST COAST WATERSHED
FOR FISCAL YEARS 2024-2025 THROUGH 2026-2027**

**Exhibit B
Grant Award Documents**

This Agreement, entered into this 7th day of January, 2025, 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 “CONTRACTOR,” is made upon the following considerations:

WHEREAS, COUNTY acts as the Regional Grant Administrator on behalf of the North Coast Resource Partnership (“NCRP”) which has received an allocation of funding from the State of California Office of Planning & Research, Grant Agreement No. SPPD23121 in order to support the Regional Resilience Grant Program Round 1 (“Project”); and

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

WHEREAS, such work involves the performance of professional, expert 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, CONTRACTOR 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. DESCRIPTION OF SERVICES:

Program Implementation. CONTRACTOR hereby agrees to provide services in accordance with the criteria and fiscal requirements set forth in: Exhibit A – Scope of Services, Exhibit B – Project Budget, and Exhibit C – Grant Agreement No. SPPD23121: Regional Resilience Grant Program Round 1, which are attached hereto and incorporated herein by reference as if set forth in full. CONTRACTOR agrees to fully cooperate with the Humboldt County Department of Public Works Director, or a designee thereof, hereinafter referred to as “Director.”

2. TERM:

This Agreement shall begin on September 1, 2024 and shall remain in full force and effect until November 30, 2026, unless extended by a valid amendment hereto or sooner terminated as set forth herein.

3. TERMINATION:

A. Termination for Cause. COUNTY may, in its sole discretion, immediately terminate this Agreement, if CONTRACTOR fails to adequately perform the services required hereunder, fails to comply with the terms or conditions set forth herein, or violates any local, state or federal law,

regulation or standard applicable to its performance hereunder.

- B. Termination without Cause. COUNTY may terminate this Agreement without cause upon thirty (30) days advance written notice which states the effective date of the termination.
- C. Termination due to Insufficient Funding. COUNTY's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide CONTRACTOR seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.
- D. Compensation upon Termination. In the event this Agreement is terminated, CONTRACTOR shall be entitled to compensation for uncompensated services provided pursuant to the terms and conditions set forth herein through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this Agreement by CONTRACTOR.

4. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for any and all services provided, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is Four-Hundred and Seventy-One Thousand Dollars (\$471,000.00). CONTRACTOR hereby agrees to perform any and all services required by this Agreement for an amount not to exceed such maximum dollar amount. 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. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit B – Schedule of Rates, which is attached hereto and incorporated herein by reference as if set forth in full.
- C. Additional Services. Any additional services not otherwise set forth herein shall not be provided by CONTRACTOR, or compensated by COUNTY, without COUNTY's prior written authorization. Any and all unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CONTRACTOR. CONTRACTOR shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CONTRACTOR estimates that the maximum payable amount will be reached.

5. PAYMENT:

CONTRACTOR shall submit to COUNTY at least quarterly, and no more frequent than monthly invoices substantiating the costs and expenses incurred pursuant to the terms and conditions of this Agreement no later than fifteen (15) days after the end of each quarter or month in which such services are provided hereunder. CONTRACTOR shall submit a final invoice for payment within thirty (30) days following the expiration or termination of this Agreement. Invoices shall be in a format approved by, and shall include backup documentation specified by, COUNTY. Payment for any and all 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. Any and all invoices submitted pursuant to the terms and conditions of this Agreement shall be sent to COUNTY at the following address:

COUNTY:

Humboldt County Department of Public Works
Attention: Cybelle Immitt, Natural Resources Planning Manager
Email: cimmitt@co.humboldt.ca.us

6. NOTICES:

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

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

CONTRACTOR: West Coast Watershed
Attention: Katherine Gledhill, Contract Manager
P.O. Box 262
Healdsburg, California 95448

7. REPORTS:

- A. General Reporting Requirements. CONTRACTOR hereby agrees to provide COUNTY with any and all reports that may be required by any local, state and/or federal agencies for compliance with this Agreement. CONTRACTOR shall submit one (1) hard copy and one (1) electronic copy of any and all reports required hereunder in a format that complies with the Americans with Disabilities Act and any other applicable local, state and federal accessibility laws, regulations and standards. Any and all reports required hereunder shall be submitted in accordance with any and all applicable timeframes using the format required by the State of California as appropriate.
- B. Quarterly Progress Reports. CONTRACTOR shall submit to COUNTY, via email, quarterly progress reports which describe any and all of the services provided, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement during the applicable reporting period. Any and all progress reports required pursuant to the terms and conditions of this Agreement shall be submitted no later than fifteen (15) days after the end of each calendar quarter. Failure to submit progress reports may be the basis for withholding payments until such reports are received.

8. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. CONTRACTOR hereby agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the services provided pursuant to the terms and conditions of this Agreement, and to maintain and preserve said records for 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. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records,

documents, conditions and activities of CONTRACTOR, and its subcontractors, related to the services provided pursuant to the terms and conditions of this Agreement, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after the date of final payment hereunder. CONTRACTOR hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any other duly authorized local, state and/or federal agencies. CONTRACTOR further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any other duly authorized local, state and/or federal agencies. Any and all examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, without limitation, the costs associated with the administration of this Agreement.

- C. Audit Costs. In the event of an audit exception or exceptions related to the services provided pursuant to the terms and conditions of this Agreement, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because CONTRACTOR's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

9. MONITORING:

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

10. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. CONTRACTOR hereby agrees to protect any and all confidential information obtained pursuant to the terms and conditions of this Agreement in accordance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, without limitation: Division 19 of the California Department of Social Services Manual of Policies and Procedures – Confidentiality of Information; 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, but not limited to, 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. Continuing Compliance with Confidentiality Requirements. Each party hereby acknowledges 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 enter into

negotiations concerning an amendment to this Agreement embodying written assurances consistent with the requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations or standards.

11. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of: race; religion or religious creed; color; age, over forty (40) years of age; sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by any and all applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. Nothing herein shall be construed to require the employment of unqualified persons.
- B. Compliance with Anti-Discrimination Laws. CONTRACTOR 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 or federal laws, regulations or standards, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Sections 8101, *et seq.* of Title 2 of the California Code of Regulations are incorporated herein by reference as if set forth in full.

12. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this Agreement, CONTRACTOR certifies that it is not a Nuclear Weapons Contractor, in that CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR subsequently becomes a Nuclear Weapons Contractor.

13. DRUG-FREE WORKPLACE CERTIFICATION:

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

- A. Drug-Free Policy Statement. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited,

and specifies the actions to be taken against employees for violations.

- B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about:
1. The dangers of drug abuse in the workplace;
 2. CONTRACTOR's policy of maintaining a drug-free workplace;
 3. Any available counseling, rehabilitation and employee assistance programs; and
 4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services pursuant to the terms and conditions of this Agreement will:
1. Receive a copy of CONTRACTOR's Drug-Free Policy Statement; and
 2. Agree to abide by CONTRACTOR's Drug-Free Policy as a condition of employment.
- D. Effect of Non-Compliance. Failure to comply with the requirements set forth herein may result in termination of this Agreement and/or ineligibility for award of future contracts.

14. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. CONTRACTOR 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 and liabilities of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, CONTRACTOR'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.
- B. Effect of Insurance. Acceptance of the insurance required by this Agreement shall not relieve CONTRACTOR from liability under this provision. This provision shall apply to all claims for damages related to CONTRACTOR'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.

15. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and CONTRACTOR 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 Humboldt County Office of Risk Management.

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

assignees or subcontractors:

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

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

1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, and its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by, or on behalf of, CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY or its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Does not contain exclusions as to property damage caused by explosion or collapse of structures or underground damage, commonly referred to as "XCU Hazards."
 - c. Is the primary insurance with regard to COUNTY.
 - d. Does not contain a pro-rata, excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds clause.
2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice requirements set forth herein. It is further understood that

CONTRACTOR 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, CONTRACTOR's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CONTRACTOR's insurance and will not be used to contribute therewith.
 5. Any failure to comply with the terms and conditions of this Agreement shall not affect the coverage provided to COUNTY or its agents, officers, officials, employees and volunteers.
 6. CONTRACTOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If CONTRACTOR does not keep all required policies in full force and effect, COUNTY may, in addition to any other available remedies, take out the necessary insurance and deduct the cost of said insurance from the monies owed to CONTRACTOR 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 CONTRACTOR shall be required to purchase additional coverage to meet the above-referenced aggregate limits.
- C. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms and conditions of this Agreement shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

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

AND

Humboldt County Department of Public Works
Attention: Cybelle Immitt, Natural Resources Planning Manager
Email: cimmitt@co.humboldt.ca.us

CONTRACTOR:

West Coast Watershed
Attention: Katherine Gledhill, Contract Manager
P.O. Box 262
Healdsburg, California 95448

16. RELATIONSHIP OF PARTIES:

It is understood that this Agreement is by and between two (2) independent entities and is not intended

to, and shall not be construed to, create the relationship of agents, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that CONTRACTOR shall not be entitled to any benefits to which COUNTY employees are entitled, including, without limitation, overtime, retirement, leave or workers' compensation benefits. CONTRACTOR shall be solely responsible for the acts and omissions of its agents, officers, employees, assignees and subcontractors.

17. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

- A. General Legal Requirements. CONTRACTOR hereby agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to the services provided pursuant to the terms and conditions of this Agreement.
- B. Licensure Requirements. CONTRACTOR hereby agrees to comply with any and all local, state and federal licensure, certification and accreditation standards applicable to the services provided pursuant to the terms and conditions of this Agreement.
- C. Accessibility Requirements. CONTRACTOR hereby agrees to comply with any and all applicable accessibility requirements set forth in the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, as amended, California Government Code Section 1135 and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the federal accessibility standards set forth in 36 C.F.R. Section 1194.1, all as may be amended from time to time.
- D. Conflict of Interest Requirements. CONTRACTOR hereby agrees to comply with any and all applicable conflict of interest requirements set forth in the California Political Reform Act and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, COUNTY's Conflict of Interest Code, all as may be amended from time to time.

18. PROVISIONS REQUIRED BY LAW:

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

19. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

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

20. PROTOCOLS:

Each party hereby agrees that the inclusion of additional protocols may be required to make this Agreement specific. All such protocols shall be negotiated, determined and agreed upon by both parties hereto.

21. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall

not in any way impair the enforceability of any other provision of this Agreement.

22. ASSIGNMENT:

Neither party shall delegate its duties or assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment by CONTRACTOR in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by either party to obtain supplies, technical support or professional services.

23. AGREEMENT SHALL BIND SUCCESSORS:

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

24. WAIVER OF DEFAULT:

The waiver by either party of any breach 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 which may then exist on the part of CONTRACTOR. 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 CONTRACTOR shall promptly refund, any funds which COUNTY determines were not expended in accordance with the terms and conditions of this Agreement.

25. 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.

26. AMENDMENT:

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

27. STANDARD OF PRACTICE:

CONTRACTOR 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. CONTRACTOR's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

28. TITLE TO INFORMATION AND DOCUMENTS:

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

29. 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.

30. ADVERTISING AND MEDIA RELEASE:

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

31. SUBCONTRACTS:

CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services to be provided pursuant to the terms and conditions of this Agreement. Any and all subcontracts shall be subject to all applicable terms and conditions of this Agreement, including, without limitation, the licensing, certification, privacy, security and confidentiality requirements set forth herein. CONTRACTOR shall remain legally responsible for the performance of all terms and conditions of this Agreement, including, without limitation, any and all services provided by third parties under subcontracts, whether approved by COUNTY or not.

32. ATTORNEYS' FEES:

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

33. SURVIVAL OF PROVISIONS:

The duties and obligations of the parties set forth in Section 3 – Compensation upon Termination, Section 8 – Record Retention and Inspection, Section 10 – Confidential Information and Section 14 – Indemnification shall survive the expiration or termination of this Agreement.

34. 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.

35. INTERPRETATION:

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

36. INDEPENDENT CONSTRUCTION:

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

37. FORCE MAJEURE:

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

38. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in 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.

39. COUNTERPART EXECUTION:

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

40. AUTHORITY TO EXECUTE:

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

[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 CORPORATIONS:

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

WEST COAST WATERSHED:

By: 

Date: January 2, 2025

Name: Karen Gaffney

Title: CEO


By: Katherine Gledhill
Digitally signed by Katherine Gledhill
DN: cn=Katherine Gledhill, o=West Coast
Watershed, ou,
email=kgledhill@westcoastwatershed.com, c=US
Date: 2025.01.06 10:41:49 -08'00'

Date: January 2, 2025

Name: Katherine Gledhill

Title: CFO

COUNTY OF HUMBOLDT:

By: 
Thomas K. Mattson, Public Works Director
(Pursuant to the Authority Granted by the Humboldt
County Board of Supervisors on March 12, 2024)
[Item No. 24-261])

Date: 1/7/25

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: Oakley, Jennifer
Digitally signed by Oakley, Jennifer
Date: 2025.01.06 14:16:17 -08'00'
Risk Management

Date: 01/06/2025

LIST OF EXHIBITS:

Exhibit A – Scope of Services

Exhibit B – Project Budget

Exhibit C – Grant Agreement No. SPPD23121: Regional Resiliency Grant Program Round 1

EXHIBIT A
SCOPE OF SERVICES

West Coast Watershed
For Fiscal Years 2024-2025 through 2026-2027

CONTRACTOR will work in close coordination with COUNTY, the North Coast Resource Partnership (“NCRP”), and other NCRP consultants to execute services and assist with the completion of deliverables outlined in the Work Plan of the Regional Resilience Grant Program agreement between the Office of Planning and Research and COUNTY (No. SPPD23121). The Regional Resilience Grant Work Plan is intended to align with and reflect all elements of the [Regional Resilience Planning and Implementation Grant Program Round 1 Final Program Guidelines](#), and will support the development of a regional climate resilience plan.

CONTRACTOR, as a member of the NCRP staff team¹, will engage in regular and robust work planning, budgeting, forecasting and reporting, and bring recommended high level work plans and budgets to the NCRP Leadership Council or their approved designees for review and approval. All work will be accomplished in accordance with the most current NCRP Policies and Procedures Handbook. Payments will be made only if work has been done per NCRP principles and protocols and deliverables committed to in this Scope of Services are being supported or met. CONTRACTOR will coordinate with other members of the NCRP staff team to propose refinements to the program based on reporting, lessons learned, and outcomes (e.g., information from assessments, quantitative metrics regarding lessons learned, previous planning, degree to which targets are being met). CONTRACTOR will work with other members of the NCRP staff team and applicable NCRP committees to evaluate possible reasons if there is a lack of projections being met. These may include things like capacity of entities in the region to participate and NCRP staff team capacity/ability to achieve projected objectives.

CONTRACTOR has the following responsibilities under this scope of services:

- Fill the lead planning role in achieving the stated objectives and producing associated deliverables as described in the Work Plan of Exhibit C – Grant Agreement No. SPPD23121: Regional Resiliency Grant Program Round 1, and actively coordinate with team members from the California Indian Environmental Alliance to support their scope of work under contract with COUNTY: the inclusion of indigenous science, and the reflection of Tribal priorities in the regional climate resilience plan.
- Support compliance with the terms included in Exhibit C – Grant Agreement No. SPPD23121: Regional Resiliency Grant Program Round 1.
- Coordinate sub-consultant work products and the selection of sub-grantees.
- Align work products with the North Coast Vision for Regional Resilience and other relevant plans and associated work products, where applicable.

* * * *

¹ The NCRP staff team assigned to this project is made up of staff from the County of Humboldt, the California Indian Environmental Alliance, and West Coast Watershed.

- Gather input from and share draft work products with the NCRP staff team, Ad Hoc Committees, Technical Peer Review Committee and Leadership Council.
- Develop all reports required by the funder in coordination with COUNTY.

EXHIBIT B
BUDGET
West Coast Watershed
For Fiscal Years 2024-2025 through 2026-2027

BUDGET	
COST DESCRIPTION/COST TYPE	TOTAL
Task 1: Grant Administration & Project Management	
West Coast Watershed (2% for peer-to-peer learning costs and 3% for evaluation activities)	\$ 26,000
<i>Task 1 Subtotal</i>	<i>\$ 26,000</i>
Task 2: Regional Analysis and Planning	
West Coast Watershed (2% for peer-to-peer learning costs and 3% for evaluation activities)	\$ 10,500
Sonoma Water	\$ 25,000
Watershed Research and Training Center	\$ 40,000
Tukman Geospatial	\$ 50,000
Other Technical Subcontractors TBD via RFP	\$ 94,000
<i>Task 2 Subtotal</i>	<i>\$ 219,500</i>
Task 3: Capacity Building in Disadvantaged Communities and Historically Underrepresented Communities	
West Coast Watershed (2% for peer-to-peer learning costs and 3% for evaluation activities)	\$ 10,000
<i>Task 3 Subtotal</i>	<i>\$ 10,000</i>
Task 4: Development of Resilience Actions	
West Coast Watershed (2% for peer-to-peer learning costs and 3% for evaluation activities)	\$ 24,500
Sonoma Water	\$ 25,000
Watershed Resource Training Center	\$ 10,000
Other Technical Subcontractors TBD via RFP	\$ 36,500
<i>Task 4 Subtotal</i>	<i>\$ 96,000</i>
Task 5: Outreach to Integrated and Leverage Climate Resilience Planning & Implementation	
West Coast Watershed (2% for peer-to-peer learning costs and 3% for evaluation activities)	\$ 20,000
Willis Towers Watson	\$ 5,000
Other Technical Subcontractors TBD via RFP	\$ 44,500
<i>Task 5 Subtotal</i>	<i>\$ 69,500</i>
Task 6: Exploration of Nature-Positive Insurance Solutions & Other Innovative Insurance Tools	
West Coast Watershed (2% for peer-to-peer learning costs and 3% for evaluation activities)	\$ 5,000
Willis Towers Watson	\$45,000
<i>Task 6 Subtotal</i>	<i>\$ 50,000</i>
GRAND TOTAL	\$ 471,000.00

EXHIBIT C
GRANT AGREEMENT NO. SPPD23121:
REGIONAL RESILIENCY GRANT PROGRAM ROUND 1
West Coast Watershed
For Fiscal Years 2024-2025 through 2026-2027

[Grant Agreement begins on Following Page.]

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER SPPD23121	PURCHASING AUTHORITY NUMBER (If Applicable) OPR-0650
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
Office of Planning & Research, hereinafter referred to as STATE

CONTRACTOR NAME
County of Humboldt, hereinafter referred to as GRANTEE

2. The term of this Agreement is:

START DATE
07/17/2024

THROUGH END DATE
01/17/2027

3. The maximum amount of this Agreement is:
\$650,000.00 [Six Hundred Fifty Thousand Dollars and Zero Cents]

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	4
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit C	General Terms and Conditions	3
+ - Exhibit D	Special Terms and Conditions	8
+ - Exhibit E	APGP Guidelines	1
+ - Exhibit F	Award Letter	2
+ - Exhibit G	Grant Application	11
+ - Exhibit H	APGP Communications Kit/ Attachments	23

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
County of Humboldt

CONTRACTOR BUSINESS ADDRESS 1106 2nd Street	CITY Eureka	STATE CA	ZIP 95501
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PRINTED NAME OF PERSON SIGNING Thomas K. Mattson	TITLE Public Works Director
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DocuSigned by:  2BBB10FFE8CF4CF...	DATE SIGNED 7/22/2024
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STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER SPPD23121	PURCHASING AUTHORITY NUMBER (If Applicable) OPR-0650
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME Office of Planning and Research			
CONTRACTING AGENCY ADDRESS 1400 Tenth Street	CITY Sacramento	STATE CA	ZIP 95814
PRINTED NAME OF PERSON SIGNING Abby Edwards	TITLE Interim Executive Director, SPPD		
CONTRACTING AGENCY AUTHORIZED SIGNATURE DocuSigned by: 	DATE SIGNED 7/25/2024		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL		EXEMPTION (If Applicable) Exempt- SCM Vol 1 4.04 (A)(4)	

<i>Exhibit A: Scope of Work</i>	2
1. Purpose of the Agreement	2
2. The Project is Defined by the Application and Award Letter	2
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Exhibit A: Scope of Work

1. Purpose of the Agreement

The purpose of this agreement, which includes Standard Agreement form 213 (STD 213), and all exhibits and attachments (collectively referred to as "Grant Agreement") is to memorialize the terms and conditions related to the Office of Planning and Research's (OPR) award of grant funds to the County of Humboldt, on behalf of the North Coast Resource Partnership (NCRP).

This Grant Agreement is authorized by the State's 2021-2022 Budget (Senate Bill (SB) 170 (Skinner, Chapter 240, Statutes of 2021), which appropriated funding for the Regional Resilience Grant Program (RRGP). The RRGp provides funding to public entities, California Native American tribes, Community-Based Organizations, and academic institutions that form regional partnerships to plan and implement projects that advance climate resilience and respond to the greatest climate risks in their regions.

The RRGp is administered by OPR. The Grant Agreement will be executed between the Grantee and the OPR, which collectively are referred to as "Parties." "Co-applicants" identified in the RRGp Application are referred to as "Partners" in this Agreement but are not parties to it. (See [Exhibit A, Section 6G](#)) for requirements regarding partnership agreements for Grantees and Partners.)

2. The Project is Defined by the Application and Award Letter

OPR released the final RRGp Guidelines for this Grant Agreement on June 13, 2023 (hereafter, "the Grant Guidelines" or "the Guidelines") ([Exhibit E](#)). In accordance with the Guidelines, Grantee submitted its application ("Application") ([Exhibit G](#)) on August 29, 2023. OPR awarded a grant to fund the project described in the Application, subject to any conditions contained within the Award Letter ([Exhibit F](#)). This project, described in the Application and Award Letter, will be referred to as the "Project" throughout this Grant Agreement.

The Guidelines, the Application, and the Award Letter are hereby incorporated into this Agreement.

3. Grant Term

The term of this Grant Agreement will commence on the date that all parties have signed the Grant Agreement on page one of the Standard Agreement (STD 213) and will conclude upon completion of the Project and payment of the last invoice, unless otherwise terminated pursuant to this Agreement (hereafter referred to as "Grant Term").

All work outlined in the Project must be completed within thirty months of executing the Grant Agreement.

All grant funds must be expended by April 30, 2027.

4. Authorized Signatories

The OPR Director or designee is authorized to sign this Grant Agreement and related documents on behalf of the OPR.

Grantee's Authorized Signatory or designee is authorized to sign this Grant Agreement and grant-related documents as shown in the Authorized Signatory Form ([Attachment 1](#)).

Grantee must keep Authorized Signatory Forms up to date. Within seven (7) working days of any change to the authorized signatory or to the delegated authorized signatory, Grantee shall notify OPR in writing of the change. The written notice shall be sent as an electronic mail (email) attachment to be filed with the Grant Agreement.

5. Party Representatives

The Party Representatives are the primary contacts for the OPR and Grantee. The Party Representatives during the Grant Term are:

OPR

Name	Title	Phone Number	Email
Dolores Barajas	Grant Manager	(916) 720-4439	dolores.barajas@opr.ca.gov

Grantee

Name	Title	Phone Number	Email
Cybelle Immitt	Natural Resources Planning Manager and NCRP Director of Administration and Contracting	707-267-9542	cimmitt@co.humboldt.ca.us
Karen Gaffney	NCRP Director of Strategic Planning and Communications	707-583-6757	kgaffney@northcoastresourcepartnership.org

OPR and Grantee must keep the Party Representative(s) up to date. Any changes to the Party Representatives by either Grantee or OPR shall be made by providing notice within seven (7) working days of the change to the other party. The written notice shall be sent as an electronic mail (email) attachment to be filed with the Grant Agreement.

6. Grantee Responsibilities

OPR will notify the Grantee when work may proceed. Grantee is responsible for:

- A. Using grant funds only as set forth in the Project and within the specified timelines set forth in this Grant Agreement.
- B. Completing work on time and within budget. This includes meeting all milestones and deliverables, as described in and in accordance with the Work Plan ([Attachment 2](#)), unless otherwise agreed to by all parties through the amendment process described in [Exhibit B, Section 8](#).

- C. Submitting invoices for reimbursement pursuant to [Exhibit B, Section 2](#) and using the Invoice template ([Attachment 5](#)).
- D. Meeting all reporting requirements as set forth in [Exhibit A, Section 8](#).
- E. Complying with all applicable statutes, rules, and regulations.
- F. Maintaining an accounting system that accurately reflects all fiscal transactions and provides accounting information, retaining all records and required documents as specified in [Exhibit C, Section 4](#), and providing all required documents during an audit, as specified in [Exhibit C, Section 5](#).
- G. Entering into a partnership agreement with Co-Applicant(s) and ensuring that the agreement is maintained throughout the Grant Term. The partnership agreement must: 1) outline the respective obligations of the Grantee and its Partners throughout the Grant Term to implement the Project, 2) include commitments from the Grantee and the Partners that they will implement their respective obligations, **3) require co-applicants to provide copies of all documentation of actions taken related to the Project to the Lead Applicant for retention in compliance with the requirements specified in [Exhibit C, Sections 4 and 5](#)**, and 4) include information about how the partners will make decisions and resolve disputes.
- H. Any other obligations set forth in this Grant Agreement.

7. Document Submission

A. Electronic Mail

When this Grant Agreement requires Grantee to give invoices, reports, or other documents to the OPR, Grantee must use the OPR-provided online submission platform and email unless this Grant Agreement specifically requires that the document be sent by mail.

All emails must contain the Grant Agreement number and Grantee's name in the subject line.

8. Reporting Requirements

During the Grant Term, Grantee will be required to participate in regular check-in meetings with OPR's RRGP staff and submit progress reports.

A. Check-Ins

- i. Grantee must participate in regular check-in meetings with RRGP staff and report on Project progress toward meeting High Level Activities identified in the Work Plan along with any Performance Metrics and Timeliness related to that progress. The Grantee's check-in meeting schedule will align with the invoicing frequency set forth in Exhibit B, Section 2. The Grantee must participate in no fewer than two check-in meetings per year.

B. Progress Reports

- i. Grantee will submit progress reports to accompany all invoices submitted pursuant to [Exhibit B, Section 2](#). The progress reports must contain documentation of the work performed and should discuss how that work relates to specific deliverables outlined in the Work Plan ([Attachment 2](#)) and the Budget Detail Worksheet ([Attachment 4](#)). Grantees may use the space in

- the “Progress Report” heading of the invoice template ([Attachment 5](#)) to submit their invoice progress reports.
- ii. Grantee will submit a mid-term progress report to OPR half-way through the Grant Term at a date to be included in the Work Plan ([Attachment 2](#)). The mid-term progress report will track the work completed during the first half of the Grant Term and should include the following information:
 - a. Outline of all activities taken pursuant to the Work Plan (Attachment 2) and the outcomes of each activity.
 - b. Meetings and actions taken by the Grantee.
 - c. An accounting of the expenditures made by the Grantee
 - d. Feedback on the implementation process for RRGP program staff including barriers, challenges, and opportunities.
 - iii. When the Project is completed, Grantee must submit a Final Report. To complete and submit the Final Report:
 - e. Submit the Final Report with the last invoice. If Grantee does not submit the Final Report with the last invoice, then the last invoice will be considered incomplete and returned following the process specified in [Exhibit D, Section 5A](#).
 - f. Use the Final Report Template, which is attached as [Attachment 3](#).
 - g. Sign the Final Report. Make sure the Final Report is signed by the person authorized to sign on the most current Authorized Signatory Form ([Attachment 1](#)).
 - h. Include details in the Final Report. Put enough detail in the Final Report to show that Grantee completed the Project and fulfilled the terms of the Grant Agreement and that both the last invoice and the five percent (5%) retention should be paid for completing the Project.

Exhibit B: Budget Detail and Payment Provisions

1. Fiscal Administration and Payment

- A. The Grantee is responsible for maintaining records that fully disclose its activities to implement the Project. Adequate documentation for each reimbursable transaction shall be maintained to permit the determination, through an audit if requested by the OPR, of the accuracy of the records and the eligibility of the expenditures charged to RRGF grant funds. If the eligibility of the expenditure cannot be determined because records or documentation are inadequate, the expenditure may be disallowed.
- B. To receive payments of grant funds, Grantee must submit to OPR the documentation listed in [Exhibit B, Section 2](#). Advance payments are not permitted under this Grant Agreement.
- C. Upon receipt and approval of an itemized invoice and required documentation, OPR agrees to reimburse Grantee for actual costs incurred for work performed, in accordance with the rates specified in the Budget Detail Worksheet ([Attachment 4](#)).
- D. OPR will withhold five percent (5%) of each invoice, to be paid once all terms of the Grant Agreement have been satisfied.
- E. Payment shall be made within forty-five (45) days of receipt and approval of an invoice. Failure to comply with requirements may result in non-payment or delayed payment.
- F. For cost principles, see [Exhibit B, Section 5](#).

2. How to Submit Invoices

- A. Grantee must submit the invoices to the online submission platform, once available. OPR will notify Grantee once the submission platform is available.
- B. Until the submission platform is available, Grantee must email the Invoice (PDF) to AccountsPayable@OPR.CA.GOV and copy the Grant Manager identified by OPR in [Exhibit A, Section 5](#) on the email as well. The email must include the Grant Agreement number and Grantee's name in the subject line. Grantee shall submit invoices at least quarterly but no more frequently than monthly to the Grant Manager unless specified otherwise. A request for payment shall consist of:
 - i. The Invoice ([Attachment 5](#)) on official letterhead and signed by the Authorized Signatory or authorized designee specified in this Agreement ([Exhibit A, Section 3](#)), certifying the expenditures are for actual expenses for the tasks performed under this Grant Agreement.
 - ii. Each cost category and task must correspond to a cost category and task identified in the Budget Detail Worksheet ([Attachment 4](#)).
 - iii. Supporting documentation for reimbursement of funds for all itemized costs. Records documenting time spent performing the work shall identify the individual, the date on which the work was performed, the specific grant-related activities or objectives to which the individual's time was devoted, the hourly rate, and the amount of time spent. Documentation may include but is not limited to: copies of purchase orders, receipts, subcontractor

- invoices, and timesheets. These items must contain sufficient information to establish that the specific service was rendered, or purchase was made.
- iv. Supporting documentation should be clearly labeled by task.
 - v. The Progress Report as specified in [Exhibit A, Section 8A](#). Grantees may use the Progress Report space included in the Invoice form ([Attachment 5](#)). The work documented in the progress report should refer to specific deliverables outlined in the Work Plan ([Attachment 2](#)) and the Budget Detail Worksheet ([Attachment 4](#)). The Progress Report should be supported by evidence of the specific deliverables completed. Deliverables can include tasks or subtasks outlined in the Work Plan.
- C. Supporting documentation (e.g., timesheets, activity logs, cancelled checks) for matching funds does not need to be submitted to OPR but should be retained by Grantee in the event of an audit ([Exhibit C, Section 5](#)).
- D. At any time, OPR may request hard copies of invoices, reports, supporting documentation, and evidence of progress.

3. Invoice Dispute

In the event of an invoice dispute, see [Exhibit D, Section 5](#).

4. Budget Contingency Clause

- A. 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 program, this Grant Agreement shall have no further force nor effect. In this event, OPR shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant Agreement, and Grantee shall not be obligated to perform any provisions of this Grant Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, OPR shall have the option to either cancel this Grant Agreement or offer an amendment to reflect the reduced amount. In the event that OPR cancels the Grant Agreement, OPR shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant Agreement, and Grantee shall not be obligated to perform any provisions of this Grant Agreement.

5. Cost Principles

- A. All costs to be reimbursed must be consistent with the Guidelines and the Project ([Exhibit E](#)).
- B. All costs to be reimbursed must be reasonable, as defined below:
 - i. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. In determining reasonableness of a given cost, consideration must be given to:
 - i. Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the entity or the proper and efficient performance of this Agreement.

- ii. The restraints or requirements imposed by such factors as: sound business practices; arm's-length bargaining; federal, state, local, tribal, and other laws and regulations; and terms and conditions of this Agreement.
 - iii. Market prices for comparable goods or services for the geographic area.
 - iv. Whether the Grantee or Partner acted with prudence in the circumstances considering their responsibilities to their employees, the public at large, and the state.
 - v. Whether the cost significantly deviates from the acquiring entity's established practices and policies regarding the incurrence of costs.
- ii. OPR has the sole discretion to determine if a cost is reasonable. Any costs that do not meet the requirements above may not be reimbursed by the State. The Grantee may file a Dispute to contest OPR's determination as set forth at [Exhibit D, Section 5](#).
- C. Indirect costs exceeding twenty percent (20%) of the total grant award are not eligible for reimbursement, as defined in the Guidelines.
- D. OPR will reimburse Grantee only for actual expenses incurred during the term of this Grant Agreement, as specified in the Budget Detail Worksheet ([Attachment 4](#)).

6. Travel Reimbursement

Travel expenses directly related to the performance of this Grant Agreement will be subject to the State of California travel reimbursement rates in effect during the Grant Term.

- A. OPR will only reimburse for actual expenditures incurred for in-state travel with the exception of "incidentals" as specified in the Guidelines.
- B. Grantee shall maintain, and submit upon request, detailed travel records and supporting documents (e.g., travel request and approval forms, expense claims, invoices, and receipts for lodging and transportation) showing the date and purpose of the grant-related travel, destination, and, in the case of travel by automobile, the number of miles driven.
- C. Grantee shall ensure travel costs are included in the Budget Detail Worksheet ([Attachment 4](#)) and are tied to tasks and deliverables in the Work Plan ([Attachment 2](#)).
- D. Grantee and any person traveling pursuant to this Grant Agreement indemnifies and holds harmless OPR and the State of California for any liabilities resulting from such travel.

7. Work Plan and Budget Modifications

- A. Grantee must keep the Work Plan ([Attachment 2](#)) and Budget Detail Worksheet ([Attachment 4](#)) up to date as specified in this Section and [Exhibit B, Section 8](#).
- B. Changes of up to twenty percent (20%) of the cost of tasks outlined in the Budget Detail Worksheet ([Attachment 4](#)) shall be made by providing a written request to OPR before submission of the affected invoice and shall be effective upon written approval from the Grant Manager. Total costs cannot exceed the

maximum grant fund amount set forth in this Agreement. Once effective, the change shall be deemed incorporated into the Grant Agreement.

- C. Moderate changes to deliverable due dates and minor changes to subtask descriptions in the Work Plan ([Attachment 2](#)) shall be made by providing a written request to OPR before submission of the affected invoice and shall be effective upon written approval from the Grant Manager. Once effective, the change shall be deemed incorporated into the Grant Agreement.
- D. Material changes to the Work and Budget shall follow the amendment process, specified in [Exhibit B Section 8](#). Material changes include:
 - i. Cost changes of more than twenty percent (20%) between tasks in the Budget Detail Worksheet
 - ii. Elimination or alteration of tasks or deliverables
 - iii. Significant changes to deliverable due dates
 - iv. Change in Partners, see [Exhibit A, Section 1](#)
 - v. Other changes deemed material by the Grant Manager

8. Amendments

- A. This section applies to all amendments to this Grant Agreement, except for the following:
 - i. Changes to the Authorized Signatory Form ([Attachment 1](#)). For changes to the Authorized Signatory Form see [Exhibit A, Section 3](#).
 - ii. Changes to Party Representatives as set forth in [Exhibit A, Section 4](#).
 - iii. Non-Material changes to the Work Plan and Budget Detail Worksheet as set forth in [Exhibit B, Section 7](#).
- B. For all other amendments, Grantee must request and obtain prior written approval before any amendment to this Grant Agreement is valid.
- C. Request for amendments must:
 - i. Be prepared, in writing, on official letterhead and signed by the Authorized Signatory or designee for Grantee.
 - ii. Be submitted to the Grant Manager at least two (2) months prior to when the amendment is needed.
 - iii. Include the Grant Agreement number, a detailed explanation of the proposed amendment, reason for the proposed amendment, and the effect of not approving the request.
 - iv. Include a copy of the document(s) requested for amendment that shows the requested changes.
- D. The Grant Manager will make reasonable efforts to respond in writing within fifteen (15) working days from receipt of request to approve or deny the request for amendment, including the reason for the decision.
- E. The Grant Manager will make reasonable efforts to process amendments within thirty (30) days of the approval date. The amendment will not be in effect until both Parties' Authorized Signatories or designees have signed the Grant Agreement amendment.

Exhibit C, General Terms and Conditions

1. Approval

This Grant Agreement is of no force or effect until signed by both Parties. Grantee may not commence performance until such approval has been obtained.

2. Amendment

No change to this Grant Agreement shall be valid unless made in accordance with [Exhibit B, Section 7](#). No oral understanding or change not incorporated in this Grant Agreement is binding on any of the Parties.

3. Assignment

This Grant Agreement is not assignable by Grantee, either in whole or in part, without the consent of OPR in the form of an amendment.

4. Records Retention

- A. Grantee shall establish an official file containing adequate documentation of all actions taken with respect to the Project, including copies of the Grant Agreement, changes, amendments, letters, email correspondence, invoices, financial records, and reports and other documentation for a minimum of four (4) years following the final payment of funds or until completion of any action and resolution of all issues which may arise as a result of an audit, whichever is later. Grantee further agrees to require co-applicants (see [Exhibit A, Section 6G](#) for partnership agreement requirements) and subcontractors to provide copies of all documentation of actions taken related to the Project to the Grantee for retention in compliance with this section.
- B. Grantee shall adequately protect all records, physical and electronic, from loss, damage, or destruction during the four (4) year retention period.

5. Audit and Accounting

- A. Grant funded projects are subject to audit by the State of California during the grant term and for up to four (4) years following the termination of the Grant Agreement. Grantee agrees that OPR, the Department of Finance, the Bureau of State Audits, or their designated representative(s) shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant Agreement. The audit may consist of examining and auditing pertinent books, documents, papers, and records including financial transactions and supporting documents, general accounting systems, internal controls, management practices, policies, and procedures pertaining to the performance of this Grant Agreement. Grantee shall be given advance notice when the grant-funded Project is selected for an audit or review by OPR, the Department of Finance, the Bureau of State Audits, or their designated representative(s). Grantee agrees to allow the auditor(s) access to such records during normal business hours, excluding State of California holidays, and to allow interviews of any employees who might reasonably have information related to such records.
- B. Grantee further agrees to comply with Government Code section 8546.7 in its interactions with co-applicants and subgrantees and be aware of the penalties

for violations of fraud and for obstruction of investigation as set forth in Public Contract Code section 10115.10.

- C. Partners and subcontractors of the Grantee who are paid with grant funds under the terms of this Grant Agreement shall be responsible for maintaining accounting records as specified above. Grantee shall include a term in all contracts to that effect.

6. Indemnification

Grantee agrees to indemnify, defend, and hold harmless the State of California, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all Grantees, partners, subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Grant Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by Grantee in the performance of this Grant Agreement.

7. Disputes

Grantee shall continue with the responsibilities under this Grant Agreement during any dispute.

8. Independent Grantee

Grantee, and the agents and employees of Grantee, in the performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of OPR.

9. Non-Discrimination Clause

During the performance of this Grant Agreement, Grantee and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, color, ancestry, national origin, religion, creed, age (over 40), mental disability, physical disability, sex, gender (including pregnancy, childbirth, breastfeeding, or related medical conditions), sexual orientation, gender identity, gender expression, medical condition, genetic information, marital status, and military and veteran status. Grantee and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §§ 12990, subds. (a)-(f) et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2§, § 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Grant Agreement by reference and made a part hereof as if set forth in full. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Grant Agreement.

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

10. Timeliness

Time is of the essence in this Grant Agreement. OPR and Grantee will work collaboratively to ensure this Grant Agreement and the Project are administered in a timely fashion.

11. Governing Law

This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

12. Unenforceable Provision

If any provision of this Grant Agreement is unenforceable or held to be unenforceable, then the Parties agree that all other provisions of this Grant Agreement have force and effect and shall not be affected thereby.

Exhibit D, Special Terms and Conditions

1. Compliance with Laws and Regulations

By signing this Grant Agreement, Grantee certifies that it 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.

Grantee is responsible for complying with all applicable requirements, if any, of the California Environmental Quality Act (CEQA) (Pub. Resources Code, §§ 21000 et seq.) for the Project are met. OPR's selection of a Project for a planning grant does not foreclose appropriate consideration of alternatives or mitigation measures that would reduce or eliminate adverse environmental effects of any project during the CEQA review process. Nor does it foreclose the possibility that the project may be denied due to its significant environmental effects, if any. No work that is subject to CEQA may proceed until clearance is given by all lead and responsible agencies.

2. Subcontractors and Partners

OPR's contractual relationship is with Grantee, and not any of its Partners or subcontractors. Grantee is entitled to make use of its own staff, Partners, and subcontractors, as identified in the Budget Detail Worksheet ([Attachment 4](#)), and will comply with its own competitive bidding and sole sourcing requirements for subcontracts that arise out of or in connection with this Grant Agreement. Grantee shall manage, monitor, and accept responsibility for the performance of its own staff, Partners, and subcontractors, and will conduct Project activities and services consistent with professional standards for the industry and type of work being performed under this Grant Agreement.

Nothing contained in this Grant Agreement or otherwise shall create any contractual relationship between OPR and any Partners or subcontractors, and no subcontract shall relieve Grantee of its responsibilities and obligations hereunder. Grantee agrees to be as fully responsible to OPR for the acts and omissions of Partners and subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Grantee. Grantee's obligation to pay Partners and subcontractors is an independent obligation from OPR's obligation to make payments to Grantee. As a result, OPR shall have no obligation to pay or to enforce the payment of any moneys to any Partner or subcontractor.

3. No Third-Party Beneficiaries

This Grant Agreement is not intended for the benefit of any person or entity other than the Parties, and no one other than the Parties themselves may enforce any of the rights or obligations created by this Grant Agreement.

4. Project Monitoring and Oversight

Project monitoring and oversight is essential to ensure the Project stays within scope and is completed on schedule and within budget in accordance with this Grant Agreement. It is the responsibility of the Grantee to monitor the Project to ensure that it is completed in accordance with this Grant Agreement.

5. Dispute Resolution

A. Invoice Disputes

- i. In the event of an invoice dispute, the Grant Manager will notify Grantee by phone and follow up in writing using the Invoice Dispute Notification Template ([Attachment 6](#)) within ten (10) working days of receipt of the disputed invoice.
- ii. During the dispute, both parties shall deal in good faith to resolve the dispute. Grantee shall continue to meet its responsibilities and obligations under the terms of this Grant Agreement.
- iii. If Grantee contests the decision made by the Grant Manager, Grantee shall submit a written "Notice of Dispute" on official letterhead, according to Subsection C below.

B. General Disputes

- i. In the event of a dispute unrelated to the dispute of an invoice, Grantee shall first attempt to resolve the dispute with the Grant Manager.
- ii. Both parties shall deal in good faith and attempt to resolve the dispute informally.
- iii. Grantee shall continue to meet its responsibilities and obligations under the terms of this Grant Agreement during a dispute.
- iv. If Grantee contests the decision made by the Grant Manager, Grantee shall submit a written "Notice of Dispute" on official letterhead, according to Subsection C below.

C. Contesting a Dispute Decision

- i. If Grantee contests a decision made by the Grant Manager, Grantee may submit a written "Notice of Dispute" on official letterhead. The "Notice of Dispute" shall include:
 - The Grant Agreement number
 - A complete description of the basis for the dispute
 - Legal authority or pertinent facts, supporting arguments and documentation
 - Action requested for resolution

The "Notice of Dispute" shall be sent to the following address, with copies sent via email to the OPR contacts in [Exhibit A, Section 4](#):

Governor's Office of Planning and Research
RRGP
Attn: RRGF Program Manager
1400 Tenth Street
Sacramento, CA 95814

- ii. Within 30 days after receipt of the "Notice of Dispute," the OPR RRGF Program Manager shall review the dispute and submit a written decision to Grantee, which shall include:

- The decision made
 - An explanation for the decision
- iii. The written dispute decision of the OPR RRG Program Manager is considered final and cannot be disputed further by the Grantee.

6. Termination

- A. Completion of Project. This Grant Agreement shall terminate upon completion of the Project and payment of the last invoice.
- B. Early Termination. Either Party may terminate this Grant Agreement upon thirty (30) days advance written notice by certified mail to the other Party. The notice shall specify the reason for early termination and may permit Grantee or OPR to rectify any deficiency(ies) prior to the early termination date.
- i. Conditions of early termination:
 1. Upon any termination, Grantee must deliver all invoices, reports, and other deliverables required by this Grant Agreement up to the time of termination. Grantee must deliver all materials within sixty (60) calendar days of the termination date.
 2. Upon receipt of notice from OPR of Termination for Convenience, or upon sending the notice of early termination to OPR, Grantee shall immediately take action to ensure neither it nor any Partner or Subcontractor incur any additional obligations, costs or expenses, except as may be reasonably necessary to terminate its activities.
 3. OPR will examine the extent of Grantee compliance for work partially completed and reasonably determine costs eligible for reimbursement based on final invoices submitted and compliance with this Grant Agreement.
 - ii. The rights and remedies of OPR and Grantee provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant Agreement.
- b.

7. Waiver of Rights

- A. Grantee waives any and all rights to any type of express or implied indemnity or right of contribution from OPR, its officers, agents, or employees for any liability arising from, growing out of, or in any way connected with this Grant Agreement.
- B. Grantee waives all claims and recourses against OPR, 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 Grant Agreement, except claims arising from the gross negligence of OPR, its officers, agents, and employees.
- C. None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing.

8. Insurance Requirements

- A. A Grantee that is a governmental organization may provide evidence of sufficient self-insurance to satisfy the insurance requirements below.
- B. If Grantee is not a governmental organization or is a governmental organization that is unable to provide evidence of sufficient self-insurance, then the following are the insurance requirements:
- C. Grantee must ensure the following insurance policies are obtained and kept in force for the term of this Grant Agreement, with no lapses in coverage, that cover any acts or omissions of Grantee or its employees engaged in carrying out any tasks specified in this Grant Agreement:
 - i. Workers' Compensation Insurance in an amount of not less than the statutory requirement of the State of California (Labor Code, § 3700 et seq.).
 - ii. Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence for bodily injury and property damage combined.
 - iii. Motor vehicle liability with limits not less than \$1,000,000 per accident for bodily injury and property damage combined. Such insurance shall cover liability arising out of a motor vehicle including owned or hired, and non-owned motor vehicles.
- D. Insurance policies must name the State of California, its officers, agents, employees, and servants as additional insured parties for the commercial general liability and automobile liability insurance, but only with respect to work performed under this Grant Agreement.
- E. Grantee is responsible for guaranteeing that a copy of each Certificate of Insurance is submitted OPR within sixty (60) calendar days of the Grant Agreement signature. The grant number must be included on each submitted Certificate of Insurance.
- F. Grantee must notify OPR prior to any insurance policy cancellation or substantial change of policy, including lapse of coverage, change in coverage amount, or change in carrier. Grantee shall submit proof of new or updated policy based on insurance requirements within thirty (30) days of policy cancellation or substantial policy change. Failure to provide proof of insurance may result in termination of this Grant Agreement.

9. Stop Work

If it is determined, at the sole discretion of OPR, that Grantee is not meeting the terms and conditions of this Grant Agreement, immediately upon receiving a written notice through certified mail from OPR to stop work, Grantee shall cease all work under this Grant Agreement. OPR has the sole discretion to determine that Grantee meets the terms and conditions of this Grant Agreement after a stop work order, and to send through certified mail a written notice to Grantee to resume work under this Grant Agreement.

10. Remedies of Nonperformance

Grantee's failure to comply with any of the terms and conditions of this Agreement shall constitute a breach of this Agreement. OPR will give written notice to the Grantee to cure the breach or violation within a period of not less than 15 days.

In addition to the other remedies that may be available to OPR in law or equity for breach of this Agreement, OPR may at its discretion exercise the following remedies:

- A. Undertake the dispute resolution process set forth at [Exhibit D, Section 5](#);
- B. Issue a stop work order pursuant to [Exhibit D, Section 9](#);
- C. Disqualify the Grantee from applying for future RRGP funds or other OPR administered grant programs;
- D. Revoke existing RRGP grant funds to the Grantee;
- E. Require the repayment of RRGP grant funds disbursed and expended under this Agreement;
- F. Seek a court order for specific performance of the obligation defaulted upon, or the appointment of a receiver to complete the obligations in accordance with the RRGP Guidelines and this Agreement;
- G. Other remedies available by law, or by and through this Agreement. All remedies available to OPR are cumulative and not exclusive.

11. Publicity

Grantee agrees that it will acknowledge OPR in all publications, websites, signage, invitations, and other media-related and public-outreach products related to the RRGP. OPR staff will provide OPR logo files and guidance on their usage directly to Grantee. Grantee agrees to adhere to the Communications Kit provided by OPR ([Exhibit H](#)). If Grantee is planning an event or announcement, needs sample materials, or needs assistance or advice, Grantee shall contact the Grant Manager.

- A. Long-Form Materials: Long-form written materials, such as reports, must include the following standard language about OPR, RRGP, and the Integrated Climate Adaptation and Resiliency Program (ICARP):

As communities in California experience more frequent, prolonged, and severe impacts from climate change, communities and governments at all scales are developing strategies and implementing actions to build a climate- resilient future. However, many jurisdictions, especially under-resourced communities in California, lack the capacity, tools, guidance, and resources to effectively prepare for climate impacts.

The RRGP addresses this capacity gap by providing funding to help fill planning needs, providing communities with the resources to identify climate resilience priorities, and supporting the development of climate resilience projects across the state. The RRGP enables communities to climate risk and adaptation considerations into planning activities and prepare for climate readiness and resilience in the long term.

- *The RRGP is an initiative of the Integrated Climate Adaptation and Resiliency Program (ICARP) housed within the Governor's Office of Planning and Research. ICARP advances statewide climate adaptation and resilience by coordinating investments, partnerships and climate science to ensure people, natural systems, and the built environment are protected, prepared, and thrive in the face of climate change.*
- *Through direct and equity-focused investments and resources, ICARP helps build climate adapted and equitable communities in California, with a*

focus on solutions that both address the impacts of climate change and reduce greenhouse gas emissions. ICARP works to advance these priorities across all levels of government by developing actionable science and research; providing guidance, tools, and technical assistance; and administering climate resilience-focused grant programs.

Learn more: <https://opr.ca.gov/climate/icarp/>

- A. Press Releases, Flyers, and Visual Materials: Any informational materials that do not qualify as long-form, but that include at least a paragraph of text, such as press releases, media advisories, short case studies, flyers, etc., must include either of the following messages:

Long version:

“[Project Name] is supported by the Regional Resilience Grant Program at the Governor’s Office of Planning and Research (OPR). The Regional Resilience Grant Program is an initiative of OPR’s Integrated Climate Adaptation and Resiliency Program (ICARP). ICARP advances climate adaptation and resilience in California by coordinating investments, partnerships and climate science to ensure people, natural systems, and the built environment are protected, prepared, and thrive in the face of climate change.

Short version:

“[Project Name] is supported by the Regional Resilience Grant Program implemented by the Governor’s Office of Planning and Research.”

Grantee may at times produce promotional materials that are primarily visual in nature, such as banners, signage, certain flyers, and sharable images for social media. In such cases, when including the above boilerplate language acknowledging ICARP and OPR support is not practical, Grantee should instead include the official OPR logo, preceded by the words “Funded by.”

- B. Media Inquiries: Grantee must provide to OPR the name, phone number, and email address of Grantee’s point of contact for all press inquiries and communications needs related to the Project. Grantees must also distribute a press release after grant decisions are presented during ICARP Technical Advisory Council (TAC) Meetings, and may be requested to present before the TAC and release communications materials for other major milestones throughout the lifecycle of the grant. All press releases must be approved by the OPR Communications and External Affairs prior to distribution and OPR must be alerted to all press events related to the grant.
- C. Communications Materials and Photos: Grantee shall share between 8-12 high-resolution, color photos with OPR during the Grant Term. These photos should include pictures of people involved with the Project, the Project area, and/or activities conducted during the Grant Term. OPR reserves the right to use these photos across its communications platforms.

- D. Social Media: Grantee is encouraged to use social media to share and inform the public of activities under this Grant Agreement. LinkedIn: @Governor's Office of Planning and Research (OPR) @CalOPR and #ICARP #climateadaptation #climateresilience #RRGP should be tagged on all posts related to the RRGP grant. Use of the hashtags #CAresilience and #ICARP and related variations is also encouraged.

12. Drug-Free Workplace Certification

In signing this Grant Agreement, Grantee certifies that it will comply with the requirements of the Drug-Free Workplace Act of 1990 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:
 - i. The dangers of drug abuse in the workplace.
 - ii. The person's or organization's policy of maintaining a drug-free workplace.
 - iii. Any available counseling, rehabilitation, and employee assistance programs.
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
- C. Every employee who works on this Grant Agreement will:
 - i. Receive a copy of the company's drug-free workplace policy statement.
 - ii. Agree to abide by the terms of the company's statement as a condition of employment on this Grant Agreement.

Failure to comply with these requirements may result in suspension of payments under this Grant Agreement or termination of this Grant Agreement or both, and Grantee may be ineligible for award of any future State of California agreements if OPR determines that any of the following has occurred: Grantee has made false certification, or violated the certification by failing to carry out the requirements as noted above (Gov. Code, § 8350 et seq.).

13. Americans with Disabilities Act

Grantee will comply 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.).

14. Air/Water Pollution Violation Certification

Under State of California laws, Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the California Air Resources Board or an air pollution control district; (2) subject to 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.

15. Payee Data Record Form - STD 204

This form must be completed by all Grantees that are not another state agency or other governmental entity.

Exhibit E, [RRGP Guidelines](#)

Exhibit F, Award Letter



December 21, 2023

Karen Gaffney

kgaffney@northcoastresourcepartnership.org

RE: Award Notification – Regional Resilience Grant Program, Round 1, Planning Grant Award, County of Humboldt/North Coast Resource Partnership, North Coast Regional Climate Resilience Plan

Dear County of Humboldt/North Coast Resource Partnership and Partners,

The Governor's Office of Planning and Research is pleased to inform you that the County of Humboldt/North Coast Resource Partnership has been selected as a Round 1 Grantee for the Regional Resilience Grant Program (RRGP) award of \$650,000 for the North Coast Regional Climate Resilience Plan. RRGP provides funding to address local, regional, and tribal climate resilience needs by supporting climate resilient planning and implementation projects at the regional scale. Congratulations on your successful application!

In the coming weeks, RRGP staff will schedule a kick-off meeting to discuss any outstanding issues in your application, as well as review the partnership and grant agreement. Please note, this is a preliminary award and OPR reserves the right to make changes to awards before the agreement is executed.

We ask that you keep the awards announcement confidential until OPR posts the information publicly on our website.

We look forward to our partnership in the coming years. If you have any questions, please contact Dolores Barajas, RRG Program Manager, at dolores.barajas@opr.ca.gov.

Sincerely,

A large black rectangular redaction box covering the signature area.

Sam Assefa
Director
Governor's Office of Planning and Research

General Narrative Questions

Applicant Information

Proposed Project Name: Collaborative Planning & Capacity Building for Climate Resilience in the North Coast Region of California

Lead Applicant: North Coast Resource Partnership (NCRP) (contracts and administrative lead for NCRP is County of Humboldt)

Application Components & Questions

Project Description & Goals (750 words)

1. Project Description

NCRP will develop the *North Coast Regional Climate Resilience Plan* (Regional Climate Plan), an integrated, multi-benefit, actionable plan that addresses long-term climate resilience of North Coast communities and ecosystems. The project aligns with Tribal, county, regional, state, and federal objectives, programs, policies, and activities as documented, quoted and linked in the attachment *Proof of Alignment with Relevant Planning Processes*. Throughout this application, numbered citations will reference the plans listed in the *Proof of Alignment* attachment.

The Regional Climate Plan will build on NCRP's long-term process of planning and community engagement to develop a shared regional vision for climate resilience, building capacity in North Coast DAC and underrepresented communities and testing innovative tools.

The planning process for the Regional Climate Plan will include an array of interconnected planning activities outlined below.

Regional & Local Assessments

- Document the current/projected state of climate risks and resilience using regional data, analyses, and assessments (IPCC data, CA Climate Assessments)(4,5,6,7,8,11,13,14,23,24,27,28,34,37,38,39,40,44,48)
- Apply new lidar data to evaluate nature-based solutions to protect and enhance ecosystems, reduce hazardous fuel loads, increase urban tree cover, and address sea level rise and other risks(3,4,5,6,7,8,10,11,13,20,27,35,40,44)
- Support updates to the Resilient CA Adaptation Planning Map(3,4,7,8,20)
- Analyze insurance uptake rates and protection gaps using data from the National Flood Insurance Program (NFIP) and the California Department of Insurance(3,4,6,13)

Indigenous Science, TEK, Local Expertise

- Integrate regional data and local knowledge from Tribes, counties, agencies, NGOs, scientists, and other partners as described in the attached *Community Engagement Plan*(1,2,3,4,7,8,9,10,15,20,21,22,24,25,40,44,46)

Identification of Strategic Actions and Projects

- Identify actions to increase resilience to climate risks via NBS such as the restoration of riparian systems, near-shore marine areas, groundwater basins, wetlands, estuaries, and forests(2,4,7,10,11,15,21,22,23,24,25,26,27,34,35,36,39,40,42,44,45)
- Propose built infrastructure solutions for GHG emissions reduction, climate adaptation and resilience, and community health and safety, including detailed plans for transportation, energy, communications, water/wastewater infrastructure, etc.(1,4,5,7,10,11,15,17,18,21,22,23,24,25,26,29,30,32,37,38,43,44,45)
- Identify research needs/gaps which can directly support the state's Tribal climate science research program as part of the CA Climate Change Assessments(1,3,4,8,15,40,44)
- Explore innovative insurance tools to reduce risk from climate-driven disasters(1,2,4,6,13)
- Develop a Risk Financing Framework which will identify how financing tools can drive positive health and economic outcomes for ecosystems and communities and pilot and test these tools(1,2,3,4,13,26,33)

Shared Vision: Collaborative and Multi-Objective Planning

- Convene meetings between Tribes and other regional partners to enhance the integration, alignment, and mutual leveraging of climate resilience planning in the region(1,3,5,7,14,15,16,18,26,30,33,34,35,40,43,45,47)
- Convene Tribe-to-Tribe consultations, facilitated by NCRP's Tribal Engagement team, to develop consensus on plan elements and priorities(1,2,15,16,18,40,47)
- Convene insurance experts to explore opportunities for pilot projects, with a focus on coastal risks in Humboldt Bay(3,4,11,14,40,41)
- Develop draft and final Regional Climate Plan(1,4,5,11,31,40,48)

Prioritization, Evaluation, and Selection: Projects and Strategic Actions

- Compile climate action plans developed by individual Tribes, counties, and other entities for inclusion in the Regional Climate Plan(10,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,34,35,36,37,38,39,40,41,42,43,44,48)
- Identify gaps in coverage and support development of plans by Tribes and other key partners to fill identified gaps(10,40)

Technical Assistance and Capacity Investments

- Enhance capacity in entities that are economically challenged and do not have the resources to develop local climate resilience and adaptation plans(1,2,3,4,6,7,8,9,10,12,14,23,29,36,37,40,46,48)

2. Who the project serves

The project serves the entire region, including 30 federally recognized Tribes, non-federally recognized Tribes, NGOs, RCDs, special districts, agencies, counties, cities, and residents. The US Census Bureau's American Community Survey Tract data (2016-2020) document more than 80% percent of the North Coast region's geographic area as economically disadvantaged

(<80% of California annual medium household income) and 43% severely economically disadvantaged (<60% statewide MHI) (see attachment). Many of the region's Tribes/Tribal communities are severely economically disadvantaged, are dealing with legacy issues of racism and genocide, have suffered disproportionate impacts from COVID and wildfire, and have been historically underrepresented in leadership and decision-making roles in land stewardship.

3. Expected Project Outcomes

Expected short-term outcomes for regional climate resilience and capacity enhancement include the development of a shared actionable plan for North Coast regional climate resilience reflecting priorities of the entire community; increased capacity for North Coast Tribes, counties, and other entities to lead local climate resilience planning and implementation; enhanced integration of local Tribal, county and agency climate plans, resulting in greater impact at the regional scale; and a framework for developing improved insurance tools to protect the region's public entities and residents from climate driven economic risk.

In the long term, the project will enhance ecosystem and community resilience to extreme events and climate change, with benefits accruing specifically to DACs and historically underrepresented communities.

Community Partnership, Needs & Priorities (1,000 words)

1. Community's needs and priorities

The current Regional Climate Plan builds upon the *Vision for North Coast Resilience*, a two-year regional planning effort described in detail in the attached Community Engagement Plan. The *Vision for North Coast Resilience* identified 38 priorities and over 300 actions in 6 focus areas, including Capacity and Climate Action. These strategies were developed via engagement with over 500 individuals representing more than 100 regional entities, including the region's Tribes and NGOs located in and serving economically disadvantaged communities. The strategies are high-level and include recommendations for more detailed planning, including climate resilience and adaptation planning for the region(AlignmentAttachment#1). A significant part of the proposed planning process for the Regional Climate Plan will entail meetings, workshops, interviews, polls, and other forms of engagement with partners in and beyond the region, with a strong focus on Tribal partners, to further identify and refine the climate resilience priorities identified at a high level in the *Vision for North Coast Resilience*(1,3,5,7,14,15,16,18,26,30,33,34,35,40,43,45,47). The Regional Climate Plan represents the first step in the implementation of these priorities and will lead to a set of actionable implementation plans to enhance regional climate resilience.

The North Coast region has a wealth of natural infrastructure and limited built infrastructure compared to many parts of California. Natural and built systems are degraded and need investment to restore them to long term functionality and the ability to support the health, safety, economic vitality, and well-being of the North Coast communities that depend on them. North Coast ecosystems, communities and entities have been disproportionately impacted by climate change and extreme events. For example, Humboldt Bay has the

fastest rate of relative sea level rise along the west coast of the United States, the North Coast comprises 12% of California's geography, yet has experienced over 25% of California's wildfire in the last six years, and the Russian River has one of the highest rates of repetitive loss from flooding of any place in the US,

As a result of these biophysical factors, human communities in the region face inequities and an array of cascading impacts to safety, economic vitality and quality of life. These impacts on already vulnerable and economically disadvantaged communities have been compounded by the effects of climate change and the Covid-19 pandemic. The region is also impacted by legacy issues affecting Tribal autonomy and leadership related to nature-based solutions to land stewardship – such as public agency prevention of Tribes from stewarding their lands and using “good fire” to ensure wildfire resilience, presence of cultural and subsistence resources, and ecosystem health.

2. Who identified the community's needs and priorities and how

NCRP has a long history of working collaboratively with partners in the North Coast region to perform regional and local assessments, identify needs, priorities, problems, and issues, develop and prioritize solutions, implement priority projects, and evaluate and report on their effectiveness. Partners include North Coast Tribes, NGOs, RCDs, counties, cities, special districts, local agencies, private sector groups and organizations, as well as state and federal agencies. Addressing the needs and priorities of DACs and vulnerable and historically underrepresented communities and helping them to build capacity to address needs identified by their communities has been a specific focus of the NCRP since its inception, and this focus will continue for the Regional Climate Plan. This planning work will follow the guidance of the NCRP Adaptive Planning and Prioritization Framework (APPF).

The attached NCRP Community Engagement Plan describes how NCRP staff, partners, and consultants have identified and will continue to identify the needs and priorities of communities in the North Coast region via a 2-year process of meetings, polls, surveys, interviews, one on one and group meetings, and workshops. NCRP will fully engage the entire North Coast community during the planning process outlined in this proposal, with a targeted emphasis on shared assessment and planning for climate resilience with DACs, vulnerable, and historically underrepresented communities.

3. How the community's needs and priorities informed the project design

The community priorities identified during the substantial outreach process for the *Vision for North Coast Resilience* informed the need for more detailed climate planning at the regional scale – including updated data and analysis of bio-physical and socio-economic factors related to climate resilience(4,5,6,7,8,11,13,14,23,24,27,28,34,37,38,39,40,44,48)), a needs assessment and gap analysis(1,3,4,8,15,40,44) evaluating existing climate resilience plans in the region, and convenings between Tribes(1,2,15,16,18,40,47)) and among Tribes and counties(1,3,5,7,14,15,16,18,26,30,33,34,35,40,43,45,47) to learn from one another and

build consensus and integrate an array of local plans across the region(10,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,34,35,36,37,38,39,40,41,42,43,44,48). Additionally, problems related to insurance and its impact on DAC economic viability and safety was identified as a major issue that required evaluation, innovative tools, and solutions. This Regional Climate Plan will turn the shared priorities articulated in the Vision Plan into a roadmap for implementation by creating detailed, technical plans to address each of these community-identified needs and priorities. Tribal and county representatives on the NCRP Leadership Council (representing thousands of regional constituents) unanimously approved pursuing funding for this Regional Climate Plan during the most recent NCRP quarterly meeting.

NCRP regularly evaluates community vulnerability and performs targeted assessments of local capacity, using both regional spatial assessments and direct engagement with local partners and experts. These assessments guide the development of plans for building sustained, year-round, local, multi-objective capacity in local communities in the North Coast region. NCRP expects that the proposed project will complement and build upon capacity investments from private foundations and state agencies such as the CA Department of Conservation and the North Coast Regional Water Quality Control Board and complement RFFC capacity investments that are coming online for wildfire resilience planning. During recent strategic planning, NCRP identified the need for more resources focused on detailed climate resilience planning.

4. The project's community engagement and partnership plan

Please see the Community Partnership and Engagement Plan attachment for a detailed explanation of the community partnership structure and how it will involve diverse and vulnerable communities in the planning process.

Climate Risks and Multiple Benefits (1,000 words)

1. The region's greatest climate risks

All of the region's greatest climate risks are closely aligned with risks the RRGP addresses(AlignmentAttachment#14).

Sea Level Rise (SLR)

Some areas such as Humboldt Bay are already experiencing rapid SLR. Risks are expected to accelerate in the coming decades, with as much as six inches of SLR by 2030 and as much as seven feet in some coastal areas by 2100. SLR is expected to be exacerbated by king tides, storm surges, more volatile precipitation, atmospheric rivers, and flooding.

Impacts include loss of built infrastructure - transportation, communications, water and wastewater, energy transmission, residential and commercial property, and ports. Impacts to natural and working lands include inundation, degradation or loss of nearshore marine, salt marsh, estuarine habitats and associated species, inundation/loss of agricultural lands,

saltwater intrusion into aquifers and groundwater areas critical for agriculture and community water supplies, and loss of Tribal cultural and subsistence resources.

Increased Volatility of Precipitation

Increasingly volatile climatic and weather systems resulting in prolonged and significant droughts that affect drinking water and agricultural water supplies and terrestrial and aquatic ecosystems and associated species, as well as more intense precipitation events such as atmospheric rivers causing frequent flooding and landslides. Volatility is projected to increase and intensify, with devastating consequences for communities and ecosystems.

Impacts include:

- Loss of snowpack and runoff, reducing water supply and ecosystem health.
- Prolonged drought, damaging agriculture, increasing frequency/severity of wildfires, reducing community and agricultural water quality and supply.
- Loss of life and economic loss from landslides and flooding; increased insurance costs or loss of coverage.
- Degradation/destruction of built assets due to floods - communications, energy, water and transportation infrastructure.
- Degradation of aquatic ecosystems - native riparian/wetland habitats and groundwater dependent ecosystems.
- Loss of cultural resources, tourism, and recreational values

Increased Wildfire

Although only 12% of California, the North Coast has experienced over 25% of California's wildfires in the last six years, and the amount of North Coast land burned has increased tenfold during the 2000-2021 time period as compared to the 1980-2020 time period. Intense and severe wildfire in the North Coast Region has resulted in loss of life, economic and long-term health impacts, especially in DACs, including Tribal communities. High-intensity fires have resulted in long term damage to ecosystems, species loss, habitat conversion, and sediment/toxic runoff to aquatic ecosystems.

Extreme Heat

Extreme heat events are increasing, and contribute to seasonal increased stream temperatures which stress aquatic and terrestrial ecosystems and species, and can cause mortality in humans, plants and wildlife. Mortality and health impacts disproportionately impact DACs and vulnerable communities, especially the unsheltered without access to air conditioning, cooling centers or shade(AlignmentAttachment#7,10,13,50).

Interacting Climate Risks:

All the risks above can interact in ways that amplify impact.

- Flooding interacts with SLR on coastal lands and estuaries, increasing degradation of built and natural infrastructure.
- Extreme heat increases the severity of wildfires by drying fuel.
- Simultaneous exposure to extreme heat and wildfire smoke results in amplified risk of death three times greater than the risk associated with individual exposure(AlignmentAttachment#49).

- Drought leads to tree/vegetation mortality in riparian areas, when coupled with extreme heat increases stream temperatures, killing aquatic life.
- Increasing post-fire flood hazards amplify debris flows, landslides, and floods, degrading aquatic habitat, resulting in discharge of pollutants from burnt infrastructure.

2. Whether the application addresses the region's greatest climate risks

The proposed Regional Climate Resilience Plan will include a strategy for addressing each climate risk described above, including detailed, actionable work plans with integrated multi-benefit solutions for each climate risk at regional and local scales(1,4,5,11,31,40,48). Work plans will rely on the best available data including regional remote sensing, downscaled IPCC data, state and federal guidance, integrated with local expertise and knowledge from a diversity of regional partners per the attached Community Engagement Plan, including Tribes, local governments and NGOs(1,3,5,7,14,15,16,18,26,30,33,34,35,40,43,45,47).

The detailed work plans that will be derived from the above-described analysis and planning process will include nature-based solutions – such as planned retreat, habitat restoration, land acquisition and conservation, indigenous land stewardship, and evaluation of new agricultural paradigms for a changing landscape(2,4,7,10,11,15,21,22,23,24,25,26,27,34,35,36,39,40,42,44,45). Built infrastructure solutions will also be included(1,4,5,7,10,11,15,17,18,21,22,23,24,25,26,29,30,32,37,38,43,44,45), and integrated built and natural infrastructure solutions will be proposed.

The evaluation of innovations related to insurance will be led by a core team comprised of WTW (technical consultant), and pro bono technical advisors (California Department of Insurance(AlignmentAttachment#13), the Ocean Science Trust and The Nature Conservancy) in close collaboration with the NCRP staff team and Leadership Council.

3. Methods the project will use to address the climate risks

At the scale of the North Coast region, methods for addressing climate risk will include analyzing new lidar data(3,4,5,6,7,8,10,11,13,20,27,35,40,44) to evaluate opportunities for nature-based solutions to protect and enhance wetlands and stream corridors, reduce fuel loading and wildfire risk while enhancing forest health, increase urban tree cover, and to respond proactively to SLR. Lidar will support analysis of location, risk and potential protection/modification of built infrastructure (cite). Other data applied at the regional scale include downscaled IPCC data, state and federal agency guidance, including California Assessment and CalAdapt (cite all), and regional biophysical and socio-economic data (cite).

Existing data on climate risk/solutions will be aggregated from regional and local plans, and a gap analysis will identify communities lacking adequate plans, risk evaluation, and other data needed to create a comprehensive regional climate resilience plan.

4. The multiple benefits the project offers

At the regional and local scale, the planning process will integrate multiple objectives and benefits, integrating local plans into a regional plan(10,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,34,35,36,37,38,39,40,41,42,43,44,48). This planning process will result in integrated multiple benefits related to ecosystem function and biological diversity, Tribal cultural values and subsistence resources, water quality and supply (for human communities and ecosystems), emissions reduction and avoidance, forest health, local economic vitality, and community health and safety. This planning process will benefit communities within the project area by developing detailed, actionable plans for adapting to the most severe climate risks and will benefit communities reliant on functional natural capital (i.e., Tribes and rural counties, commercial fishers, recreation dependent communities), by protecting and enhancing ecosystem services that support cultural values, recreation, tourism, agriculture and forestry.

Regional Partnership (1,000 words)

Provide the following numbered information in bold text and consider the guiding questions in the response. The questions are optional and meant to guide responses to show what the RRGp application review panel will consider when evaluating applications.

1. The regional partnership structure (i.e., who are the applicants and co-applicants)

The regional partnership structure reflects the climate resilience needs and priorities of the region's Tribal, public, and private partners. The applicant and co-applicants have strong climate resilience programs, and their diverse locations ensure geographic coverage of the entire North Coast region. The applicant and co-applicants represent Tribes, counties, a special district and an NGO, and they, along with partners and collaborators, are a powerful consortium to effectively address climate risks via nature-based and built infrastructure solutions in a manner that benefits DACs and historically underrepresented communities.

North Coast Resource Partnership (Applicant – Humboldt County is NCRP fiscal sponsor)

NCRP is a long-term collaboration of ?hundreds of partners in the North Coast region. Partners include North Coast Tribes, counties, cities, special districts, NGOs, RCDs, academic institutions, businesses and landowner organizations. The NCRP Memorandum of Mutual Understanding (see attachment) outlines the mission, goals and principles of NCRP and its partners, and is adopted by all partners.

The NCRP Leadership Council makes all decisions for NCRP and provides direction and guidance. The seventeen member NCRP Leadership Council is comprised of appointees from North Coast region's 30 federally recognized Tribes and seven counties – representing thousands of constituents in the region.

The NCRP Technical Peer Review Committee is comprised of appointees from Tribes and counties, and includes technical experts in TEK, engineering, natural resources, regulatory processes, climate science, fire science, disaster response, and conservation planning.

NCRP will form an Ad Hoc and external advisory committee, comprised of members from the Leadership Council and Technical Peer Review Committee as well as academic partners, Tribes, federal, state and local agencies, NGOs and business groups, to provide guidance and technical input during the development of the Regional Climate Plan.

Planning and implementation of NCRP priorities set by the Leadership Council and supported by funding partners is carried out by a core staff team, supported by technical consultants. The NCRP core staff team includes representatives from Humboldt County and Sonoma Water, with Tribal engagement led by the NCRP Tribal Engagement Director (who also leads the California Indian Environmental Alliance (CIEA)), and West Coast Watershed (WCW), an environmental planning firm specializing in landscape-scale conservation planning. NCRP technical consultants include Tribally owned companies as well as Tribal consultants working for other consulting firms, experts in engineering, spatial analysis, habitat restoration, wildfire resilience, climate science and other technical backgrounds.

The NCRP mission, goals, objectives and principles all include a foundational focus on enhancing the capacity and vitality of DACs and historically underrepresented communities. This foundational focus is evidenced in all NCRP plans and projects, with an emphasis on technical assistance, training and capacity investments, and prioritization of projects to ensure that DACs have equitable and robust access to resources and funding.

Sonoma Water (Co-Applicant)

Sonoma Water was a founding member of the North Coast Resource Partnership at its inception in 2004 and has continued to play a critical leadership role. Sonoma Water is a leader in climate science and climate resilience planning and implementation in the North Coast and beyond, working at the forefront of climate resilience innovations such as forecast-informed reservoir operations, radar arrays, and other technology for the prediction and management of atmospheric rivers as a cause of flooding and landslides, as well as fire cameras as part of an early warning system for wildfires. Sonoma Water was also a key partner in the successful award of USGS funding for lidar and contributed financially and in an advocacy role for this critical climate data acquisition. Sonoma Water also plays a critical role in testing and demonstrating technical innovations in Sonoma County that can then be expanded to the North Coast region – thereby supporting the economically disadvantaged partners in other parts of the region with proof-of-concept models that can act as the basis for expanded regionwide funding requests. The high resolution lidar that was collected in 2013 for Sonoma County and used for an array of nature-based solutions and built infrastructure evaluations is an example of this “test bed” approach. Multiple Sonoma Water staff – including engineers, natural resources scientists and climate scientists – will support the development of the *North Coast Regional Climate Resilience Plan*.

Watershed Research and Training Center (Co-Applicant)

The Watershed Research and Training Center (WRTC) is an NGO located in Hayfork, a rural part of Trinity County. Since the early 1990's, WRTC has played a leadership role nationwide, statewide and within the North Coast region on an array of climate resilience

topics, with strong expertise in wildfire, habitat restoration, forest health and forest economics, capacity and workforce training and development in DACs. Their staff of over forty technical experts is led by Executive Director Nick Goulette, who serves on a variety of state and national policy committees related to climate resilience, including on the USFS Advisory Committee for the Northwest Forest Plan.

2. Partner responsibilities and long-term goals.

The County of Humboldt is the fiscal and administrative sponsor for the NCRP, and will provide overall administrative and contract management, and will sub-contract to co-applicants. WCW acts as the programmatic lead for the NCRP and will sub-contract to technical and planning consultants to develop the Regional Climate Plan. Sub-grants to Tribes, Counties and other partners will be awarded and managed by Humboldt County. Partner capacity enhancement will build on the NCRPs' long-term approach of investing in technical assistance, capacity enhancement, and workforce development. A targeted climate resilience capacity enhancement strategy for the North Coast region will be developed as part of the planning process.

The North Coast Resource Partnership has thrived as a unique Tribal and county led collaborative, effective, and equitable structure for over 18 years. The structure of the NCRP and its track record of impact, equity, inclusion, and transparency is one of the many reasons that NCRP is strongly supported locally, regionally, and by Tribal, state, federal and philanthropic partners. NCRP has a strong emphasis on measuring impact and reporting on the return on investment of taxpayer dollars. NCRP will continue that approach, documenting how the planning and capacity investments from this planning process translate into impact in communities and on the ground.

Organizational Capacity (500 words)

Provide the following numbered information in bold text and consider the guiding questions in the response. The questions are optional and meant to guide responses to show what the RRGp application review panel will consider when evaluating applications.

1. Administrative Experience

The NCRP Leadership Council unanimously approved Humboldt County as the NCRP's fiscal and administrative sponsor in 2005 and since that time Humboldt County has managed over \$100 million in grants on behalf of the NCRP. Humboldt County has a robust team of grant managers and accounting staff and adheres to all financial management and reporting standards required by state and federal agencies and their own county policies.

Advance payment will be an option for sub-grants to economically disadvantaged sub-grantees including Tribes and NGOs as long as OPR is able to provide advance payment to Humboldt County.

In terms of readiness, commitment and capacity to implement the proposed work on time and within budget, the NCRP (applicant), Sonoma Water (Co-applicant) and Watershed Research and Training Center (Co-applicant) have worked together extensively, and Humboldt County has administered the implementation of hundreds of projects that met the schedule and budget commitments in all grant scope of works.

2. Programmatic Experience

The NCRP core staff team (supported by the NCRP Leadership Council and Technical Peer Review Committee and a diversity of technical partners and consultants) has been building a multi-objective, integrated approach to regional ecosystem and community resilience and capacity for the last 18 years. This OPR grant opportunity will allow the NCRP to build on its programmatic expertise and the regionwide programmatic approach to resilience by developing community-informed, data-driven actionable strategies and projects that are specific to climate resilience. NCRP has developed data, strategies, and projects related to climate resilience during previous planning efforts (i.e., SLR, forest health, wildfire resilience, carbon mapping). However, these plans have gaps and are not fully networked with local plans into a regional climate resilience strategy. Additionally, there is new information from the IPCC and California's Climate Assessments that can be combined with the transformative power of updated lidar data to inform and significantly update the NCRP's programmatic climate resilience planning portfolio.

3. Plans to Meet Capacity Gaps

The NCRP as a regional collaborative does not currently have any administrative or programmatic capacity gaps, having established a staffing and governance structure that has managed numerous large grants focused on planning and implementation over many years. NCRP technical gaps will be filled by bringing on Tribal, academic, agency and consultant technical experts from an array of disciplines to support the development of the *North Coast Regional Climate Resilience Plan*.

The NCRP has maintained sustainable staff levels for the last 18 years and this information is reflected in the work plan and budget.

Budget (500 words)

1. A high-level budget justification that summarizes the overall project costs

Within the 30 month grant period, NCRP and its co-applicants and sub-contractors will leverage their collective strengths to analyze the lidar data for all identified climate risk areas and potential solutions, compile regional climate plans, evaluate regional gaps in local climate plans, convene partners from throughout the region, and develop a North Coast Regional Climate Resilience Plan that includes a diversity of detailed projects and strategies and a list of funding scenarios for all strategies.

NCRP funding from this grant will be leveraged by other local, state, federal, and philanthropic sources of funding, including NASA, Resources Legacy Fund, Humboldt Area Foundation, Sonoma Water, CAL FIRE and the CA Department of Conservation. NCRP believes that the budget and timeline as outlined are appropriate to achieve the above tasks in the 30-month timeframe. This belief is based on significant experience with successful, community engaged, science-based regional planning efforts over the last 18 years.

The allocation of funding for co-applicants is as follows, based on their demonstrated strengths and experience:

Sonoma Water: funding for advising on climate risk analysis and potential solutions for climate risks including nature-based solutions and built infrastructure solutions, advising on the analysis and derivatives from the recently acquired high resolution lidar data, review of draft plan content and suggested revisions, and attendance and active participation in regional and local meetings with partners and community members.

Watershed Research and Training Center: funding for advising and plan content development related to wildfire climate risks, forest health, capacity assessments and investments, supporting Tukman Geospatial in lidar analysis and applications to all climate risk areas, development of draft plan content, attendance and active participation in regional and local meetings with partners and community members.

North Coast Resource Partnership: funding for data, analysis and regional assessments, community convenings, climate resilience plan gap analysis, collaborative plan development, evaluation activities and peer to peer learning.

Exhibit H, RRGP Communications Kit

Welcome to the California Office of Planning & Research Awardee Community!

Dear Regional Resilience Grant Program Grantee,

Congratulations on your successful award from the Regional Resilience Grant Program! Your dedication and hard work have paid off, and we are thrilled to be partnering with you on your important project.

At the Governor's Office of Planning and Research (OPR), we recognize the significance of your work in advancing climate resilience and adaptation. Your project holds great potential to deliver substantial environmental, health, and climate benefits to your community, and we are committed to supporting you every step of the way.

To assist you in effectively communicating and sharing the impact of your project, OPR's Communications and External Affairs team has prepared this Communications Toolkit. It serves as a comprehensive set of communications and branding guidelines specific to the Regional Resilience Grant Program, as well as a range of resources and best practices to enhance your outreach across various media channels.

We believe that your project deserves recognition not only within your community but also as a model for others facing similar challenges. The tools and guidance provided in this kit will help you effectively share your accomplishments, engage stakeholders, and build awareness about the importance of climate adaptation and resilience planning.

As you plan events, announcements, or any communication activities related to your grant, please refer to this toolkit and adhere to the guidelines provided. Should you require sample materials, event support, or expert advice, our Deputy Director of Communications and External Affairs, Emily Breslin, is available to assist you. You can reach Emily at emily.breslin@opr.ca.gov.

We appreciate the inspiring work you are doing to implement innovative and effective climate adaptation strategies. Together, we can make a substantial difference in building resilient communities and securing a sustainable future for all. We value our partnership and look forward to supporting you every step of the way.

Best regards,

The Governor's Office of Planning and Research Team

We are promoting the final 16 grantees on all of our channels through a [press release](#) and [social media](#) and welcome you to do the same. Below is some suggested language, but please feel very free to modify any of it as you see fit:

[Organization Name] is pleased to announce that [Project Name] has been selected as a recipient of the Round 1 Regional Resilience Grant Program, provided by the Governor's Office of Planning and Research (OPR). This new grant program supports planning and implementation projects that strengthen climate change resilience at a regional scale. We're thrilled to announce our project is one of sixteen awarded!

With the support of the Regional Resilience Grant Program, [Project Name] will be able to [briefly describe the project's goals and objectives]. This funding will enable us to [insert deliverables etc... implement innovative strategies, leverage partnerships, and incorporate cutting-edge climate science to enhance our resilience and adaptation measures].

Find more information about the Regional Resilience Grant Program and the Integrated Climate Adaptation and Resiliency Program ICARP [here](#) and read more about our other projects in today's press announcement, [here](#).

We look forward to working with the Governor's Office of Planning and Research (OPR) and want to congratulate all the recipients of the Regional Resilience Grant Program. Together, we will build a more resilient California for All.

*LinkedIn: @Governor's Office of Planning and Research (OPR) @CalOPR and #ICARP
#climateadaptation #climateresilience #RRGP #CAresilience*

Publicity Requirements & Guidelines for RRGP Awardees

RRGP awardees should acknowledge OPR in all publications, websites, signage, invitations, and other media-related and public-outreach products related to the RRGP. OPR staff will provide OPR logo files and guidance on their usage directly to Grantee.

When using OPR's logo, use the color version only when the logo appears on a white background; on backgrounds of any other color, please use the white version of the logo.

LONG-FORM MATERIALS

Long-form written materials, such as reports, must include the following standard language about OPR, RRGP, and the Integrated Climate Adaptation and Resiliency Program (ICARP):

As communities in California experience more frequent, prolonged, and severe impacts from climate change, communities and governments at all scales are developing strategies and implementing actions to build a climate- resilient future. However, many jurisdictions, especially under-resourced communities in California, lack the capacity, tools, guidance, and resources to effectively prepare for and build resilience to climate impacts.

The RRGP addresses this capacity gap by providing funding to help fill regional-scale planning and implementation needs, providing communities with the resources to identify climate resilience priorities, and implementing regional climate resilience projects across the state. The RRGP supports multi-jurisdictional partnerships to work together to address the most significant climate change risks in their region, especially in communities that are most vulnerable to climate change impacts.

The RRGP is an initiative of the Integrated Climate Adaptation and Resiliency Program (ICARP) housed within the Governor's Office of Planning and Research. ICARP advances statewide climate adaptation and resilience by coordinating investments, partnerships and climate science to ensure people, natural systems, and the built environment are protected, prepared, and thrive in the face of climate change.

Through direct and equity-focused investments and resources, ICARP helps build climate adapted and equitable communities in California, with a focus on solutions that both address the impacts of climate change and reduce greenhouse gas emissions. ICARP works to advance these priorities across all levels of government by developing actionable science and research; providing guidance, tools, and technical assistance; and administering climate resilience-focused grant programs.

Learn more: <https://opr.ca.gov/climate/icarp/>

PRESS RELEASES, FLYERS, AND VISUAL MATERIALS

Any informational materials that do not qualify as long-form, but that include at least a paragraph of text, such as press releases, media advisories, short case studies, flyers, etc., must include either of the following messages:

Long version:

"[Project Name] is supported by the Regional Resilience Grant Program at the Governor's Office of Planning and Research (OPR). The Regional Resilience Grant Program is an initiative of OPR's Integrated Climate Adaptation and Resiliency Program (ICARP). ICARP advances climate adaptation and resilience in California by coordinating investments, partnerships and climate science to

ensure people, natural systems, and the built environment are protected, prepared, and thrive in the face of climate change.

Short version:

"[Project Name] is supported by the Regional Resilience Grant Program implemented by the Governor's Office of Planning and Research."

Mostly visual:

Grantee may at times produce promotional materials that are primarily visual in nature, such as banners, signage, certain flyers, and sharable images for social media. In such cases, when including the above boilerplate language acknowledging ICARP and OPR support is not practical, Grantee should instead include the official OPR logo, preceded by the words "Funded by."

MEDIA INQUIRIES

Grantee must provide to OPR the name, phone number, and email address of Grantee's point of contact for all press inquiries and communications needs related to the Project. Grantees must also distribute a press release after grant decisions are presented during ICARP Technical Advisory Council (TAC) Meetings, and may be requested to present before the TAC and release communications materials for other major milestones throughout the lifecycle of the grant. All press releases must be approved by the OPR Communications and External Affairs prior to distribution and OPR must be alerted to all press events related to the grant.

COMMUNICATIONS MATERIALS & PHOTOS

Grantee shall share between 8-12 high-resolution, color photos with OPR during the Grant Term. These photos should include pictures of people involved with the Project, the Project area, and/or activities conducted during the Grant Term. OPR reserves the right to use these photos across its communications platforms.

SOCIAL MEDIA

Grantee is encouraged to use social media to share and inform the public of activities under this Grant Agreement. LinkedIn: @Governor's Office of Planning and Research (OPR) @CalOPR and #ICARP #climateadaptation #climateresilience #RRGP should be tagged on all posts related to the RRGP grant. Use of the hashtags #CAresilience and #ICARP and related variations is also encouraged.

Spread the Word

Here are a few effective ways to raise awareness around your important work. In every case, we recommend a clear, concise writing style that avoids technical terms and is easy for most readers to access. Be sure all of your communications comply with the Publicity Requirements and Guidelines on pages 2-10 of this kit.

Create a Website

One of the best ways to share the latest information about the progress of your RRGP project is to compile everything the public needs to know into well-organized website. Your website should be simple and inviting, with sections explaining who you are, what the RRGP program is, and why the project is important. Keeping the website updated with your latest accomplishments and steps taken to achieve your goals will keep members of your community enthusiastic and engaged. You can choose from dozens of inexpensive website templates, such as Wix, Square Space, and WordPress.

Press Releases & Media Advisories

If you're interested in getting mentioned by your local news outlets (newspapers, web-based news, radio, television), you've got to alert reporters, editors, hosts, news desks, and producers in your local media market. Here are a couple ways to get their attention (in both cases, include a contact name, title, phone number, and email at the top):

Press release

This is a narrative piece that tells the reader a story. Your best bet is to write it in the style of a story you'd read in the newspaper. Start with the most important part so that the reader knows immediately what you want to tell them about. From there, add details to flesh out the story (the amount of the grant, the number of supporting community groups, total emissions reductions, etc.), along with quotes from people who are engaged with your project – for example, representatives from partner organizations, residents who engaged in project design, and OPR's Executive Director. Some media outlets might publish your press release as is! Others will follow up with questions or to interview someone.

Media advisory

This is a short piece you send to reporters, editors, hosts, news desks, and producers when you want to invite them to attend and cover an event, such as a groundbreaking, ribbon-cutting, dedication, etc. Make sure you answer the most important questions (who/what/when/where/why/how) and emphasize what makes your story worthy of media attention—as well as what photo opportunities will be available at the event.

Social Media

Numerous social media platforms support digital storytelling and promotion. Use your existing platforms to talk about your RRGp project. We also encourage you to follow OPR on Twitter and LinkedIn so we can watch for and share your updates about your RRGp project. Please see our social media section of this kit for more details.

Blog Post

If you or any of your partners currently has an active blog, we encourage you to write a post highlighting the progress or impact of your RRGp project. For example, ask a project partner to write a guest blog or sit with you for a Q&A to highlight some of the specific benefits of their programs, who is receiving those benefits, and how the community has been involved. After you've posted your blog, you can share it on your social media platforms!

Newsletter

If you or any of your RRGp partners have a newsletter or listserv, please share your award announcement and other important milestones through that platform. Encourage community leaders and/or elected officials who work with you frequently to announce RRGp milestones through their newsletters or listservs as well. Please contact us at OPR so we can share your important RRGp milestones through our newsletter as well!

Op-Ed or Letter to the Editor

Consider writing an op-ed or letter to the editor of your local newspaper to raise awareness of your new RRGp award and the benefits it will bring to your community. A good approach is to acknowledge the various stakeholders involved in the planning process, name the specific benefits this project will bring to members of your community, and emphasize the place-based, community-driven approach to this project using RRGp's model. An op-ed is typically around 600 words (it depends on the outlet) and you submit it to the Op-Ed Editor; it is best to reach out to this editor with an outline for your piece and ask if they're interested in running a developed piece from you. A letter-to-the-editor is short – usually under 200 words – and you just submit it directly to the letters section of the outlet.

Events

Events with community members, leaders, and elected officials can be a draw for the press, as well as for local residents, and are a great way to build excitement about your RRGp project.

Host Community Events

Organizing a fun kick-off meeting and other community events for stakeholders and the general public is a great way to raise awareness about your RRGp award and get more people involved in the planning process. These kinds of events can help make sure everyone is on the same page and united in your mission, as well as enthusiastic about the tangible benefits your project will create.

Remember

The OPR team is here to help! We love to work with awardees to brainstorm communication strategies. We can provide quotes from OPR leadership for your press releases and make leadership available for media interviews. We can coach you on how to pitch media, help you identify reporters, and help secure participation by State officials in your event. Contact OPR's Deputy Director of External Affairs, Emily Breslin, for support: emilly.breslin@opr.ca.gov.

Social Media

Social media offers an array of powerful, free platforms that enable you to communicate about your RRGp project to potentially large audiences.

Follow us

The California Office of Planning & Research (**@Cal_OPR**) posts frequently on Twitter about the State's efforts to improve our environment and communities. OPR is also active [on LinkedIn](#). We encourage you and your RRGp partners to follow our accounts to stay up to date on the latest news on our policies and programs. If we tweet about the RRGp, or about anything else relevant or interesting to you, please 'like' and retweet us—sometimes it can even save you the trouble of crafting your own tweet.

Tag us

We love seeing grantees' progress from vision to reality. Please post updates and photos of project events or outcomes on social media, and make sure to tag us so that we can like, comment, and retweet to share your hard work with all of California.

Tag Your Partners

Remember to include co-applicants and other key stakeholders and champions in social media posts about your RRGP award. Tagging partners gives them the recognition they deserve while increasing the audience for your post.

Use Hashtags

Hashtags can be a very effective way to increase a post's visibility and response rate. It is best to use a few relevant hashtags, like #climateadaptation #climateresilience #CAresilience and #OPR.

Take Pictures

A social post with a great image attached is bound to get more traction than one without an image. Throughout every stage of the RRGP process, be sure to encourage your team to bring their phones or even a nice camera and take a picture of their colleagues or work environment. Having a photobank of pictures can work wonders on your social media accounts, especially because you'll have the freedom to choose the highest quality or most interesting photos. Please see the Photo Tips section of this kit for more information.

Shorten the Message

Given the character limit for tweets, you will need to pick and choose what information to include. Incorporate hashtags and tagging partners into your sentences, (see the sample posts below). Use commonly known abbreviations and conjunctions.

Amplify the Voices of Community Members

Reach out to partners and community members for their videos, quotes, and pictures that share how your RRGP project will affect their lives. These stories can increase your social media audience's enthusiasm for your project. Retweeting posts that residents and stakeholders create is another way to demonstrate RRGP's impact.

Post Often

Interact with your audience as much as possible on all platforms. It is ideal to post between a few times a week and once or twice a day on social media. Brainstorm with your staff to come up with creative ways to keep the public informed and interested in your work. Then create a schedule and remain consistent.

More Social Media Tips

Encourage audience engagement by posting questions.

- Use URL shortening tools from sites like bitly.com and tinyurl.com.
- Don't be afraid to use emojis.
- Encourage your colleagues and RRGP partners to participate in social media conversations.
- Be visual! Use infographics instead of text when possible.
- Observe copyright laws.

Sample Posts





WattsRising @WattsRising · Feb 20

DYK Over 21% of #Watts residents ages 16+ are not in the labor force compared with CA? The #TCC Grant projects will allocate 30% of all new hires for #Watts residents by providing job training & educational programs for adults & youth. @MayorOfLA @JoeBuscaino @CalSGC



Photo Tips

Consider pointers in this section when using photography to tell your project's story.

Quality

Use the highest quality camera you can access. Good news: many modern smartphones are usually sufficient, as long as your subject is in focus, well-lit, and the phone is turned sideways (landscape orientation—use this orientation for videos, too!). Photos on social media don't have to be as high quality as photos on your website or newsletter.

Everyone's a Photographer

Encourage your staff and partners to take photos whenever they have the chance, and to send them all to your organization's communications team. Designating someone who owns a nice camera to take photographs during events is always a good practice.

Don't Have a Great Photo?

Services like Flickr, Pixabay, and Upsplash offer countless high-quality photos that you can download and use for free.

Content

When possible, photos should be bright and colorful, without being too 'noisy,' blurry, or filtered. Candid photos of people working or interacting tend to be more unique and eye-catching than people smiling at the camera. Highlight interesting aspects of your project so your photo stands out.

Remember

The picture is what draws people in to read the caption and learn about your work. Don't underestimate its importance!

STAY IN TOUCH!

Feel free to contact OPR's Deputy Director of External Affairs, Emily Breslin, if you have questions or need support on any of your communications efforts at Emily.breslin@opr.ca.gov.

OPR'S NEWSLETTER AND RRGp LISTSERV

OPR Newsletter Sign Up: <https://opr.ca.gov/e-lists.html>

RRGP Listserv: <https://lp.constantcontactpages.com/su/36xr3ct/RRGP>

Follow us on social media and check our website regularly for new announcements and updates!

TWITTER

twitter.com/Cal_OPR

LINKEDIN

linkedin.com/company/governor-s-office-of-planning-and-research/

WEBSITE

opr.ca.gov

Attachment 1: Authorized Signatory Form

Office of Planning and Research – Regional Resilience Grant Program – Round 1
Grant Number: SPPD23121, County of Humboldt

Attachment 1: Authorized Signatory Form

I hereby verify that I am an authorized Grantee representative and signatory and, as such, can sign and/or delegate authorization to sign and bind Grantee as it relates to the above-referenced Grant Agreement and grant related documents.

Grantee Authorized Signatory:

Name: Thomas K. Mattson Title: Humboldt County Public Works Director
(Type or Print Name)

Signature: [Redacted Signature] Date: 6/17/2024

Delegated Authorized Signatories:

1. Name: Cybelle Immitt Title: Humboldt County Natural Resources Planning Manager
(Type or Print Name)

Signature: [Redacted Signature] Date: 6/17/2024

Document(s) Authorized to sign:

- ☐ All Grant Related Documents **or** ☐ Grant Agreement
☐ Grant Amendments ☐ Budget Amendments ☒ Reports
☒ Invoices ☐ Other _____

2. Name: Hank Seemann Title: Deputy-Director (Environmental Services)
(Type or Print Name)

Signature: [Redacted Signature] Date: 6/17/2024

Document(s) Authorized to sign:

- ☒ All Grant Related Documents **or** ☐ Grant Agreement
☐ Grant Amendments ☐ Budget Amendments ☐ Reports
☐ Invoices ☐ Other _____

Attachment 2: Work Plan

Project Name: Collaborative Planning & Capacity Building for Climate Resilience in the North Coast Region of California

Working collaboratively across the North Coast region, the North Coast Resource Partnership will develop a regional climate resilience plan that addresses biophysical and socio-economic factors affecting North Coast communities and ecosystems under changing climate regimes, including impacts from sea level rise, wildfire, more volatile hydrologic cycles, and disproportionate effects on economically disadvantaged and historically underrepresented communities. The NCRP, governed by a Leadership Council representing North Coast Tribes and county governments, will continue to engage with thousands of stakeholders and partners in the North Coast region to develop a shared vision and actionable plan for climate resilience and the development of regional capacity to carry out plan implementation. NCRP will work closely and collaboratively with key partners and co-Applicants, Sonoma Water and the Watershed Research and Training Center to build this regional plan and capacity strategy.

High Level Activities	Performance Measures [Any appropriate deliverables, metrics, milestones]	Timeline [Start and End Date]
TASK 1: GRANT ADMINISTRATION AND PROJECT MANAGEMENT		
Subtask A: Coordinate all subcontractors and sub-grants	List of contracts and sub-grant agreements	Month 1-24
Subtask B: Invoicing and project reporting	Quarterly invoices and progress reports	Month 1-36
Subtask C: Coordination and meetings with OPR	Meeting notes	Month 1-36
Subtask D: Coordination and meetings with NCRP Leadership and Staff team	Meeting notes	Month 1-36
TASK 2: REGIONAL ANALYSIS AND PLANNING		
Subtask A; Integrate regional remote sensing, modeling, indigenous science, and regional data, analyses, and assessments to document the current and expected future state of the North Coast Region with respect to climate resilience. This planning work will follow the guidance	Background component of Regional Climate Resilience Plan (RCRP)	Months 3-18

of the NCRP Adaptive Planning and Prioritization Framework (APPF) approved by the NCRP Leadership Council of Tribal and County government appointees. The APPF outlines the way that the NCRP engages with communities and uses regional and local information to identify needs and develop plans, priority projects and solutions.			
Subtask B: Analysis of insurance uptake rates and insurance protection gaps. This analysis will use data from the National Flood Insurance Program (NFIP) and the California Department of Insurance	Appendix to the RCRP	Months 6-24	
Subtask C: Outreach and engagement. Outline of a desired future state reflecting the proposed interventions from this planning process. Proposed interventions will be determined based on regional and local scale data, as well as via engagement with local experts from the region's Tribes, counties, agencies, NGOs, academic institutions and others.	Desired Future State component of RCRP Records of meetings, and visioning workshops including dates, times, and number of attendees	Months 3-30	
Subtask D: Identification of areas with high socioeconomic and/or physical vulnerability. Areas with high socioeconomic and/or physical vulnerability and low insurance uptake will be identified from the previously mentioned assessment and solutions will be proposed in the resilience plan for increasing protection in these areas.	Vulnerable Communities component of RCRP	Months 6-30	
Subtask E: Compilation of local climate action plans. Adaptation and resilience strategies developed by individual Tribes, counties, and other entities will be analyzed for inclusion in the Regional Climate Resilience Plan. Gap analysis will identify areas in need of coverage.	Local Climate Plan Element of RCRP and Appendix to the RCRP that includes compilation of plans and specific recommendations, actions, strategies, and visions that are included in the RCRP. Gap Coverage Analysis Element of RCRP.	Months 3-24	
TASK 3: CAPACITY BUILDING IN DISADVANTAGED COMMUNITIES AND HISTORICALLY UNDERREPRESENTED COMMUNITIES			
Subtask A: Enhancement of local leadership on extreme event resilience: Trainings, shared learning events for under-resourced communities.	# trainings # learning events	Months 6-30	

Trainings, shared learning events for under-resourced communities.	# participants <i># and types of entities represented</i>	
Subtask B: Integration with Regional Climate Resilience Plan. The capacity investment will run in parallel to the regional climate resilience plan, elevating key interventions from Tribal and other historically underrepresented communities.	Appendix to Regional Climate Resilience Plan documenting input process # meetings # participants # and types of entities represented	
Subtask C: Local Climate Plan Element capacity enhancement. Provide funding for staff to participate in shared learning events and trainings to enable under-resourced jurisdictions to assess and develop locally appropriate plans and implementation actions.	Amount of funding provided # staff attending # events and training held/attended	Months 6-30
TASK 4: DEVELOPMENT OF RESILIENCE ACTIONS		
Subtask A: Identification of nature-based resilience actions Using the new and updated analyses and assessments and information gained from outreach activities, the NCRP will develop proposed interventions that include an array of actions to enhance ecosystem health and vitality by achieving resilience to sea level rise, volatile hydrologic cycles, extreme heat, wildfire and drought.	Draft list of scientist recommended nature-based resilience actions Final list of community prioritized resilience actions	Months 12-32
Subtask B: Identification of built infrastructure solutions Using the new and updated analyses and assessments and information gained from outreach activities, the NCRP will develop an array of built infrastructure solutions related to GHG emissions reduction, climate adaptation and resilience, and community health and safety.	Draft list of scientist recommended built infrastructure solutions Final list of community prioritized built infrastructure solutions	Months 12-32
TASK 5: OUTREACH TO INTEGRATE AND LEVERAGE CLIMATE RESILIENCE PLANNING & IMPLEMENTATION		
Subtask A: Meetings and discussions – Tribes. NCRP's Tribal Engagement Director Sherri Norris, along with Tribal representatives on the NCRP Leadership Council and Technical Peer Review Committee, will lead Tribe to Tribe consultations to develop a	Tribal consensus document outlining plan elements and priorities from NC Tribal perspectives. # meetings	Months 6-30

Tribal consensus on plan elements and priorities to share with partners in the region.	# attendees # Tribes represented	
Subtask B: RCRP integration with local and state priorities. NCRP and partners will convene meetings and discussions between counties, cities, special districts, NGOs, state and federal agencies, and other entities to prioritize common plan elements to advance the RCRP.	Local government consensus document outlining plan elements and priorities from different entity type perspectives. # meetings # participants # and types of entities represented	Months 6-30
Subtask C: Identification of research needs and gaps to support CA 5th Climate Change Assessment. NCRP and partners will convene meetings and discussions between counties, cities, special districts, NGOs, state and federal agencies, and other entities to identify data needs.	List of data gaps and research needs for local entities, Tribes, and region. # meetings # participants # and types of entities represented	Months 20-30
TASK 6: EXPLORATION OF NATURE-POSITIVE INSURANCE SOLUTIONS & OTHER INNOVATIVE INSURANCE TOOLS		
Subtask A: Insurance opportunity exploration. NCRP and its partners will explore opportunities for nature-positive insurance solutions or other innovative insurance tools to reduce risk from climate-driven disasters, with the goal to drive positive health and economic outcomes for North Coast ecosystems and communities.	Insurance opportunities report component of RCRP	Months 6-24
Subtask B: Risk financing framework. The Risk Financing Framework will identify how pre-arranged, trigger-based financing tools can drive positive health and economic outcomes for North Coast ecosystems and communities and enable the North Coast to start an exploration process to vet and document financing tools, related innovative policy solutions, and case studies that will serve as the foundation for a future implementation phase of piloting or testing of the interventions identified in this planning process.	Risk Financing Framework component or Appendix to RCRP	Months 6-30

<p>Subtask C: Regional Insurance Capabilities Conventions.</p> <p>In March 2024 a convening of insurance experts, scientists, NCRP and its partners will seek to increase understanding of insurance capabilities among the region's climate adaptation practitioners and begin to explore opportunities for potential pilot projects, with a focus on coastal risks in Humboldt Bay. After frameworks have been developed from the first convening, other convenings will occur to gather local, regional, state, and federal input.</p>	<p># convenings (initial convention, workshops, meetings) # attendees # and type of organizations represented</p>	<p>Months 12-30</p>
<p>Subtask D: Policy and financial framework development.</p> <p>Following the first convening, an evaluation and exploration process will vet and document several innovative policy and financial frameworks that would result in a future phase of piloting or testing of the concepts and frameworks identified in this planning process. The information from this evaluation stage will be informed by and shared with other private and public sector entities in the state and nation via a peer review process to enhance the approach.</p>		<p>Months 18-30</p>
<p>The Parties may make minor changes to the timeline and deliverables due without the requirement of an amendment. See Exhibit B, Sections 7 and 8.</p>		

Attachment 3: Final Report

Regional Resilience Grant Program Final Report: FY 22-23
Grantee:
Grant Number: SPPD23121
Project Name:

Project Summary

1. Provide a brief summary of the challenges facing the Planning Area and the work completed under this grant.

Barriers and Accomplishments

2. Describe and explain any differences between the planned results, as listed in the Work Plan, and the actual results. Describe any barriers that impeded the progress of the grant, any corrective actions taken, and the outcomes. Discuss how these lessons learned can be useful for other communities.
3. Describe any notable outcomes, findings, or conclusions. Report on successful strategies used to achieve results and how these lessons learned can be useful to other communities.
4. Include a list of other sources of funding that were secured, directly or indirectly, through this Project.

Future Implementation

5. Describe how plans or processes developed under this grant will be implemented over the next three to five years. Explain:
 - a. How they will further your organization's sustainability goals and strategies.
 - b. How they will advance the State's planning priorities and RRGP objectives.
 - c. How the work completed under this grant will assist in applying for future funding that aligns with the RRGP's objectives.

Feedback

6. Based on your experiences with this grant program, please provide feedback about how the OPR can improve future grant programs.

Attachments

7. Attach any relevant documents to this report, including final deliverables. If the documents cannot be sent electronically, notify the Grant Manager.

Case Study

8. Grantee(s) will produce a project case study documenting key project information, data, lessons learned, and effective practices gathered through this project. To facilitate knowledge exchange and advance community planning and capacity, at the end of the Grant Term applicants are responsible for submitting a narrative case study to OPR to reflect on and share project outcomes and lessons learned, how the project responds to climate change impacts, and any resources that helped along the way. Case studies will be reviewed and curated for possible inclusion in the [Adaptation Clearinghouse](#) to help support a community of practice across the state. (See [Appendix E: Work Plan](#) for more information). Grantees will receive technical assistance for support in developing case studies. (See [Program Technical Assistance](#) for more info)

Instructions:

- a. Write the case study in a narrative form using the below section headers, format and font for organization.
- b. The case study should be between 800-1000 words in total length.
- c. Provide responses for each header section – please don't combine or modify these. However, don't feel obliged to provide answers to all sub-bullets under each section header - only provide information for those that apply.
- d. Provide 1-3 graphics (photos, tables and charts, figures, etc. are welcome). Provide links as needed. Send these as separate jpg or png image files (high resolution preferred).
- e. To see examples of published Case Studies, visit: <https://resilientca.org/case-studies/>.

CERTIFICATION: I certify that this Final Report is accurate and that this project complies with the Agreement. I further certify that any expenditure discussed in this report is allowed under the Agreement and that all funds were expended for the purposes of this Project.

Name: _____
(Type or Print Name)

Title: _____

Signature: _____

Date: _____

Attachment 4, Budget Detail Worksheet

Project Name: Project Name: Collaborative Planning & Capacity Building for Climate Resilience in the North Coast Region of California

Cap/Threshold Summary		Direct + RRRG Costs	Indirect (Administrative) Costs												
Cap/Threshold Percentages	80-100%	0-20%													
Proposed project percentage (%)	94%	6%													
Total (\$)	\$ 611,000.00	\$ 39,000.00													
	Cost Type Category (Enter either: RRRG, Direct, Indirect)	Cost Type (See cost types under their corresponding cost category)	Unit Type (e.g., staff, hours, etc.)	Cost Per Unit (Examples: Hourly rates, fees, etc.)	Number of Units (Example: hours)	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Total RRRG Funds (Cross- Check)	Total RRRG Funds	Total Cost	
#1 County Administration na Water	Indirect	Admin Costs	Staff Hours	\$ 39,000.00	1.00	\$ 39,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 39,000.00	\$ 39,000.00	\$ 39,000.00	
Task 2.4 B) Watershed Research & Training Center	RRRG	Staff Costs	Contract	\$ 50,000.00	1.00	\$ -	\$ 25,000.00	\$ -	\$ 25,000.00	\$ -	\$ -	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	
Task 2.4.5 A) California Indian Environmental Alliance (CIEA)	RRRG	Staff Costs	Contract	\$ 50,000.00	1.00		\$ 40,000.00		\$ 10,000.00	\$ -	\$ -	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	
Task 1-6 A) West Coast Watershed (2% for peer to peer learning costs and 3% for evaluation activities)	RRRG	Staff Costs	Contract	\$ 96,000.00	1.00	\$ 26,000.00	\$ 10,500.00	\$ 10,000.00	\$ 24,500.00	\$ 20,000.00	\$ 5,000.00	\$ 96,000.00	\$ 96,000.00	\$ 96,000.00	
(WCW subcontractor)	RRRG	Staff Costs	Contract	\$ 50,000.00	1.00	\$ -	\$ -	\$ -		\$ 5,000.00	\$ 45,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	
Task 2 A) Tukman Geospatial (WCW subcontractor)	RRRG	Staff Costs	Contract	\$ 50,000.00	1.00		\$ 50,000.00					\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	
Task 2.4.5 B) Other Technical Subcontractors TBD via RFP	RRRG	Staff Costs	Contract	\$ 175,000.00	1.00		\$ 94,000.00		\$ 36,500.00	\$ 44,500.00		\$ 175,000.00	\$ 175,000.00	\$ 175,000.00	
Task 3 A) Sub-grants to Tribes, Counties, Others (TBD)	RRRG	Staff Costs	Contract	\$ 90,000.00	1.00			\$ 90,000.00				\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	
-	-	-	-	-	-	\$ 65,000.00	\$ 234,500.00	\$ 100,000.00	\$ 116,000.00	\$ 84,500.00	\$ 50,000.00	\$ 650,000.00	\$ 650,000.00	\$ 650,000.00	

Attachment 5, Invoice

Grant Admin Manager Approval

CA Governor's Office of Planning and Research
1400 Tenth Street
Sacramento, CA 95814



ICARP GRANTEE INVOICE COVER SHEET

Invoice # _____

Contractor Name _____

Agreement Number _____

Mailing Address ***This address must match payment remittance address***

Invoice Period (Month, Date, Year) _____

City, State, and Zip Code _____

A. STAFF COSTS SUBTOTAL

\$ _____

B. EXPENSES COSTS SUBTOTAL

\$ _____

C. TOTAL

\$ _____

D. 5% RETENTION

\$ _____

E. TOTAL REQUESTED

\$ _____

By my signature below, I certify that I have full authority to execute this payment request on behalf of the Grantee. I declare under penalty of perjury, under the laws of the State of California, that this invoice for reimbursement, and any accompanying supporting documents, are true and correct to the best of my knowledge, and all disbursements have been made for the purposes and conditions as outlined in the Grant Agreement.

Authorized Signature _____

Date _____

Printed Name of Authorized Signature _____

Title _____

ICARP Grants
Rev 4/24**ICARP GRANTEE INVOICE**

Invoice #:

Terms: NET 45

[illegible]

Attachment 6, Invoice Dispute Notification

INVOICE DISPUTE NOTIFICATION

GRANTEE ADDRESS		INVOICE DATE
		INVOICE NUMBER
		INVOICE AMOUNT \$
		DATE INVOICE RECEIVED
		GRANT AGREEMENT NUMBER

The invoice referenced above is disputed for the following reasons:

- | | |
|--|--|
| <input type="checkbox"/> Request reimbursement for expenses not in the Budget Detail | <input type="checkbox"/> Invoiced for indirect cost reimbursement above 10% cap |
| <input type="checkbox"/> Invoiced for incidental costs or travel costs outside of CA | <input type="checkbox"/> Work performed prior to the Grant start or end date |
| <input type="checkbox"/> Insufficient evidence of progress made or task completion | <input type="checkbox"/> Invoice submitted without using required templates |
| <input type="checkbox"/> Insufficient supporting document for reimbursement | <input type="checkbox"/> Progress Report or Final Report not included with invoice |
| <input type="checkbox"/> Request reimbursement through another funding source | <input type="checkbox"/> Other not listed above: |

Comments:

THIS NOTIFICATION IS A FOLLOW UP TO A PHONE CONVERSATION WITH THE GRANTEE OR DESIGNEE WHOSE NAME APPEARS BELOW.

NAME

DATE OF
CONVERSATION

IF YOU HAVE ANY QUESTIONS REGARDING THIS DISPUTE, CONTACT:

NAME

TELEPHONE NUMBER (include Area Code)

RETURN A COPY OF THIS NOTIFICATION WITH THE
CORRECTED INVOICE TO:

STATE OF CALIFORNIA USE ONLY

DATE DISPUTE RESOLVED

INITIALS

RESOLUTION

Exhibit C

Insurance Requirements

1. INSURANCE

This Agreement shall not be executed by WCW, and Sonoma Water 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 WCW.

- 1.1. General Insurance Requirements. Without limiting Sonoma Water's indemnification obligations set forth herein, Sonoma Water, and its subcontractors hereunder, shall take out and maintain, throughout the entire term of this Agreement, and any extensions thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of Sonoma Water or its agents, officers, directors, employees, licensees, invitees, assignees, or subcontractors:
 - a. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one (1) incident, including, without limitation, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
 - b. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles, and be at least as broad as Insurance Service Offices Form Code 1 (any auto).
 - c. 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 WCW and its agents, officers, officials, employees and volunteers.
- 1.2. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:
 - a. The Comprehensive or Commercial General Liability Policy shall provide that WCW and County of Humboldt, and their agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by, or on behalf of, Sonoma Water. The coverage shall contain no special limitations on the scope of protection afforded to WCW and County of Humboldt or their agents, officers, officials,

employees and volunteers. Said policy shall also contain a provision stating that such coverage:

- i. Includes contractual liability.
 - ii. Does not contain exclusions as to property damage caused by explosion or collapse of structures or underground damage, commonly referred to as "XCU Hazards."
 - iii. Is the primary insurance with regard to Sonoma Water.
 - iv. Does not contain a pro-rata, excess only and/or escape clause.
 - v. Contains a cross liability, severability of interest or separation of insureds clause.
- b. 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 WCW in accordance with the notice requirements set forth herein. It is further understood that Sonoma Water shall not terminate such coverage until WCW receives adequate proof that equal or better insurance has been secured.
 - c. 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.
 - d. For claims related to this Agreement, Sonoma Water's insurance is the primary coverage to WCW, and any insurance or self-insurance programs maintained thereby are excess to Sonoma Water's insurance and will not be used to contribute therewith.
 - e. Any failure to comply with the terms and conditions of this Agreement shall not affect the coverage provided to WCW or its agents, officers, officials, employees and volunteers.
 - f. Sonoma Water shall furnish WCW with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, WCW. If Sonoma Water does not keep all required policies in full force and effect, WCW may, in addition to any other available remedies, take out the necessary insurance and deduct the cost of said insurance from the monies owed to Sonoma Water under this Agreement.
 - g. WCW is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and Sonoma Water shall be required to purchase additional coverage to meet the above-referenced aggregate limits.

- 1.3. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms and conditions of this Agreement shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

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

AND

Humboldt County Department of Public Works
Attention: Cybelle Immitt, Natural Resources Planning Manager
CC: Cimmitt@co.humboldt.ca.us

CONTRACTOR:
West Coast Watershed
Attention: Katherine Gledhill, Contract Manager
P.O. Box 262
Healdsburg, California 95448