

GRANT AGREEMENT

THIS GRANT AGREEMENT (“Agreement”) is made and entered into as of July 9, 2024 (“Effective Date”), by and between the COUNTY OF SONOMA, a political subdivision of the State of California (“COUNTY”) and Kelly Creek Protection Project, a project of the Earth Island Institute (“GRANTEE”).

RECITALS

WHEREAS, through funds originally designated in the COUNTY’s FY24-25 Adopted Budget for infrastructure improvements in the second District , certain funds remain available for grant funding; and

WHEREAS, GRANTEE desires to purchase approximately 47.43 acres of the Scott Ranch property (“Property”) for the purpose of expanding the adjacent Helen Putnam Regional Park for a new trailhead and parking, trails, and restoration and preservation of habitat for plants and animals (the “Proposed Project”); and

WHEREAS, GRANTEE has requested funding from COUNTY to support Grantee’s purchase of the Property (the “Grant Use and Purpose”) for the Proposed Project; and

WHEREAS, COUNTY’s Board of Supervisors has determined that GRANTEE’s proposed use of funds will serve neighborhood and public purposes, benefit the community and economy, and will meet the social needs of the population of COUNTY in accordance with Government Code Section 26227; and

WHEREAS, GRANTEE has represented that it is aware of and understands COUNTY’s requirements for funding and the terms and conditions of this Agreement and further represents that it is authorized pursuant to its enabling statutes to develop the Proposed Project; and

WHEREAS, COUNTY’S Board of Supervisors has relied on those representations in authorizing the execution of this Agreement and approving the Grant.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

AGREEMENT

1. Recitals. That the foregoing Recitals are true and are incorporated herein by reference.
2. Funding Grant. COUNTY shall provide GRANTEE the total sum of \$1,800,000 (the “Grant”), for the “Grant Use and Purpose” stated in recitals in accordance with the allocations set forth on Exhibit A to this Agreement, which is incorporated by this reference. Upon completion of each component of the work specified on Exhibit A, GRANTEE shall submit all documentation to COUNTY for review. All unused funds must be returned to COUNTY and any funds used for other than the expressly allowed Grant Use and Purpose shall be subject to immediate reimbursement by GRANTEE to COUNTY.
3. Grant Use and Purpose. Grant funds may only be used for the “Grant Use and Purpose” stated in the recitals. GRANTEE undertakes the Proposed Project at GRANTEE’s sole risk,

expense, responsibility, and election, and COUNTY shall have no responsibility for or ownership of the Grant-funded items as a result of this Agreement.

4. Term. The Grant and the right to use the Grant (or any portion thereof) shall terminate should the Grant Use and Purpose work not be completed and all receipts, claims, and other required documentation not be submitted to COUNTY by December 31, 2025. At such time, the Grant shall terminate and any remaining amounts shall be subject to repayment to COUNTY and shall no longer be available to GRANTEE under this Agreement. Notwithstanding, COUNTY, in its sole discretion, may allow for an extension of time to extend the availability of the Grant for good cause shown or other proper circumstance as determined by COUNTY. The provisions of Section 8 (“Indemnification”) shall survive expiration or termination of this Agreement.
5. Records. GRANTEE agrees to keep complete books and records, and to make available and submit to audit by COUNTY all of GRANTEE’S books, records, and financial statements upon COUNTY’S request.
6. Authorized and Lawful Use. GRANTEE warrants to COUNTY that the Grant shall be expended for only those purposes authorized herein and otherwise in accordance with all applicable laws and regulations.
7. Compliance. GRANTEE is responsible for understanding and shall comply with all laws and regulations applicable to the development of the Proposed Project, and use of the Grant, including the California Environmental Quality Act. GRANTEE shall obtain and comply with all applicable permits, licenses, and regulatory requirements for any related work and all aspects thereof. Approval of this Agreement and the Grant by COUNTY’S Board of Supervisors shall not be deemed to be a regulatory approval of any component of the Proposed Project.

Without limitation, to the extent GRANTEE uses or expends any Grant funds for any work, project, or activity constituting “public work” under applicable law (including under the California Labor Code), GRANTEE, and its contractors and subcontractors, shall comply with all applicable provisions of California’s Prevailing Wage Law and the Labor Code, including Sections 1720-1861, and all other related laws and regulations, regarding prevailing wages and related requirements.

For all activity constituting “public work” using any Grant funds, the following apply:

- 7.1. GRANTEE and its contractors and subcontractors shall ensure that all workers who perform work are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). Two hundred dollars (\$200) shall be forfeited as penalty for each calendar day, or portion thereof, for each worker paid less than applicable prevailing wage rates. GRANTEE acknowledges and will comply with Labor Code section 1775.
- 7.2. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute work, as determined by Director of the State of California Department of Industrial Relations, are deemed included herein. State prevailing wage requirements are published by the Director of the State of California Department of Industrial Relations and can be found online at www.dir.ca.gov. Prevailing wage requirements can also be found at Public Infrastructure’s Purchasing

Department, located at 2300 County Center Dr., Suite A208, Santa Rosa, CA 95403. Said rates shall be posted at all public work job sites.

- 7.3. GRANTEE shall post (or cause the posting of) all required notices, including those required pursuant to 8 CCR 16451, and shall make them available to any interested party upon request.
- 7.4. Prior to commencement of work, GRANTEE shall contact the Division of Apprenticeship Standards. GRANTEE shall be responsible for compliance with Section 1777.5, 1777.6, and 1777.7 of the Labor Code and Title 8, Cal. Code of Regulations, Div. 1 Chapter 2.
- 7.5. Contractors and subcontractors shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5.
- 7.6. Payroll Records: All payroll record keeping, availability, certification, and confidentiality requirements set forth in Labor Code section 1776 and 8 CCR sections 16400 et seq. shall be complied with.
- 7.7. Accurate records of the work performed, as set forth in Labor Code Section 1812, shall be maintained.
- 7.8. All work is subject to the requirements of Title 8, Cal. Code of Regulations Div. 1, Chapter 8, Subchapter 4.5 (starting at 8 CCR § 16450), including the requirement to furnish certified payroll records directly to the Labor Commissioner and otherwise in compliance with 8 CCR § 16461, and is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- 7.9. In accordance with California Labor Code section 3700, GRANTEE is required to secure the payment of compensation of its employees and ensure the same by subcontractors and other third parties. By signing this Agreement, GRANTEE certifies awareness of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and certifies they will comply (or cause compliance) with such provisions before commencing any work.
- 7.10. Eight hours labor shall constitute a legal day's work. Workers may not work more than eight hours a day or 40 hours in any one calendar week, unless compensated at not less than time and a half as set forth in Labor Code Section 1815 or as otherwise required by law. Twenty-five dollars (\$25) shall be forfeited as penalty for each worker employed in violation of the provisions of Labor Code sections 1810 et seq.
- 7.11. With regard to every contract, subcontract or other arrangement which GRANTEE may make for performance of such work or labor on work, GRANTEE shall comply with and/or cause compliance with all requirements specified in Labor Code Sections 1776(g), 1777.5, 1810, 1813, and 1860, including all requirements to insert required provisions in subcontracts and other third party contracts including provision that the contractor or subcontractor shall pay persons performing labor or rendering service under contract or subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the Labor Code.

8. Indemnification.

- 8.1. GRANTEE agrees to accept all responsibility for loss or damage to any person or entity, including COUNTY, and to indemnify, hold harmless, defend, and release

COUNTY, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including GRANTEE, that arise out of, pertain to, or relate to this Agreement and/or the Proposed Project, or to GRANTEE's or its agents', employees', contractors', subcontractors', or invitees' activities relating to this Agreement and/or the Proposed Project. GRANTEE's obligations under this Section apply whether or not there is concurrent negligence on COUNTY's part, but to the extent required by law, excluding liability due to COUNTY's conduct. COUNTY shall have the right to select its legal counsel at GRANTEE's expense, subject to GRANTEE'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 GRANTEE or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

- 8.2. GRANTEE shall be liable to COUNTY for any loss or damage to COUNTY property arising from or in connection with GRANTEE's activities relating to the Grant.
9. Non-Discrimination. GRANTEE shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, COUNTY's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.
10. Assignment/Delegation. GRANTEE shall not assign, sublet, transfer or delegate any interest in or duty under this agreement without written consent of COUNTY, and no assignment shall be of any force or effect whatsoever unless and until so consented.
11. 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. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
12. Termination. At any time, with or without cause, COUNTY shall have the right in its sole discretion, to terminate this Agreement by giving written notice to GRANTEE.
13. Repayment. If GRANTEE fails to comply with this Agreement, then GRANTEE shall, within ten days of receipt of notice of such failure, return as requested to COUNTY all amounts received.
14. Conflict of Interest. GRANTEE covenants that it presently has no interest and shall not acquire any interest, direct, or indirect, which would conflict in any manner or degree with receipt or use of the Grant. GRANTEE further covenants that in the receipt and use of the Grant no person having any such interest shall be employed.
15. Statutory Compliance: GRANTEE agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, GRANTEE expressly acknowledges that this Agreement may be subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of

a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

16. AIDS Discrimination. GRANTEE agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.
17. No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
18. Status of Parties. This Agreement shall not be construed to create a joint venture or partnership. Neither party is the agent of the other for any purpose.
19. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. GRANTEE expressly recognizes that, pursuant to Sonoma County Code Section 1-11, COUNTY personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of GRANTEE to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment of this Agreement or to compensation whatsoever for the performance of any such work. GRANTEE further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the COUNTY.

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IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

COUNTY OF SONOMA

By _____
County Administrator, authorized by the Board of Supervisors

APPROVED AS TO FORM

By _____
County Counsel

GRANTEE

By _____
Signature

Print Name

Title

EXHIBIT A

Funding Allocations

\$1,800,000	Acquisition of approximately 47.43 acres of the Scott Ranch Property (a portion of current APN 019-120-041) directly east of Helen Putnam Regional Park

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