

GRANT AGREEMENT

Grant - Rev 11/20

AGREEMENT NUMBER G25-055	AM. NO. 1
TAXPAYERS FEDERAL EMPLOYER IDENTIFICATION NO. 94-6000539	



THIS AGREEMENT is entered into this 1st day of April 2026 in the State of California, by and between:

AGENCY State Coastal Conservancy	and
GRANTEE'S NAME Sonoma County Regional Parks	

Pursuant to Chapter 7 of Division 21 of the California Public Resources Code, the State Coastal Conservancy ("the Conservancy") hereby grants to Sonoma County Regional Parks ("the grantee") a sum not to exceed \$1,500,000.00 (one million five hundred thousand dollars), subject to this agreement.

Continued on the following pages.

The provisions on the following pages constitute a part of this agreement. This agreement has been executed by the parties as shown below.

STATE OF CALIFORNIA	GRANTEE
AGENCY State Coastal Conservancy	GRANTEE (If other than an individual, state whether a corporation, partnership, etc.) Sonoma County Regional Parks
BY (Authorized Signature)  Amy Hutzel	BY (Authorized Signature)  Bert Whitaker
PRINTED NAME AND TITLE OF PERSON SIGNING Amy Hutzel, Executive Officer	PRINTED NAME AND TITLE OF PERSON SIGNING Bert Whitaker, Director
ADDRESS & PHONE NUMBER 1515 Clay Street, 10 th Floor Oakland, CA 94612 Phone: (510) 286-1015	ADDRESS & PHONE NUMBER 400 Aviation Blvd, Suite 100 Santa Rosa, CA 95403 Phone: (707) 565-2041

AMOUNT ENCUMBERED BY THIS DOCUMENT	PROGRAM/CATEGORY	FUND TITLE/PROP NO.		
\$ 1,500,000.00	Local Assistance	Prop 4-Coastal Resilience		
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT	FUND ITEM	CHAPTER	STATUTE	FISCAL YEAR
\$ -0-	3760- 101-6093001(A)(I)(B1109PJ)	104/25	2025	25/26
TOTAL AMOUNT ENCUMBERED TO DATE	PROJECT NAME			
\$ 1,500,000.00	Bodega Bay Icehouse Replacement			
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.				
NAME AND SIGNATURE OF ACCOUNTING OFFICER Roselin Deri		DATE 4/1/2026		

I certify that this agreement is exempt from Department of General Services' approval.

Erika Gomez

Erika Gomez
Procurement and
Contracts Manager

□

I. SCOPE OF AGREEMENT

The grantee shall use the funds granted under this agreement to complete the following project ("the project") at Spud Point Marina, Bodega Bay, Sonoma County, as shown on the attached Exhibit 1.

The project consists of replacing the obsolete Bodega Bay Icehouse at Spud Point Marina. The project requires removal and disposal of the existing dilapidated facilities and equipment. The project includes rebuilding the structure, likely with repurposed and more durable shipping containers, and installing new equipment that is capable of producing an equivalent or higher volume of ice in an environmentally superior and more energy efficient fashion.

The grantee shall carry out the project in accordance with this agreement. The grantee shall provide any funds beyond those granted under this agreement that are needed to complete the project.

II. CONDITIONS PRECEDENT TO CONSTRUCTION AND DISBURSEMENT

The grantee shall not begin construction of the project and the Conservancy will not be obligated to disburse any funds unless and until the following conditions precedent have been met:

1. The Board of Supervisors of the grantee has adopted a resolution designating positions whose incumbents are authorized to negotiate and execute this agreement and amendments to it on behalf of the grantee.
2. The Executive Officer of the Conservancy ("the Executive Officer") has approved in writing:
 - a. A work program for the project, as provided in section V. WORK PROGRAM.
 - b. A plan for installation of signs and acknowledgment of Conservancy support, as provided in section VI. SIGNS AND ACKNOWLEDGMENT.
 - c. All contractors that the grantee intends to retain in connection with the project. The grantee must provide written evidence to the Conservancy that each contractor has complied with the bonding requirements described in section VII. BONDING.
3. The grantee has provided to the Conservancy:
 - a. A statement identifying and confirming that it has obtained all permits and approvals necessary to the completion of the project under applicable local, state, and federal laws and regulations.

- b. Evidence the grantee has provided for required insurance coverage as described in section XVI. INSURANCE.
 - c. A complete project budget that identifies the estimated costs to complete the project and all sources of funding for the project.
4. Additionally, no Conservancy funds will be disbursed until the grantee has provided the Executive Officer with evidence that all other public funds available for the project have been expended.

III. TERM OF AGREEMENT

This agreement will take effect when signed by both parties and received in the offices of the Conservancy together with the resolution described in section II. **CONDITIONS PRECEDENT TO CONSTRUCTION AND DISBURSEMENT**. This agreement may be signed electronically using a process specified by the Conservancy.

The grantee shall complete all work by December 1, 2027 ("the completion date").

The grantee shall deliver a final Request for Disbursement to the Conservancy no later than January 1, 2027.

This agreement terminates on December 1, 2047 ("the termination date").

IV. AUTHORIZATION

The signature of the Executive Officer of the Conservancy on this agreement certifies that at its February 19, 2026 meeting, the Conservancy adopted the resolution included in the staff recommendation attached as Exhibit 2. This agreement is executed under that authorization.

Standard Provisions

V. WORK PROGRAM

Before beginning construction, the grantee shall submit a detailed work program to the Executive Officer for review and written approval of its consistency with the purposes of this grant agreement. The work program must include:

1. Construction plans and specifications, that have been certified by a licensed architect or registered engineer, or approved by the grantee's Public Works Director.
2. A schedule of completion for the project specifically listing the date for completing each project component and showing how the project will be completed by the completion date.
3. A budget that identifies how the grantee will use the funds granted under this agreement, including the labor, materials, contractor, and indirect costs to be paid for with the funds granted under this agreement ("work program budget").

If all or any part of the project to be funded under this agreement will be performed by third parties ("contractors") under contract with the grantee, the grantee shall submit to the Executive Officer for review and approval the names and qualifications of the contractors.

The work program will have the same effect as if included in the text of this agreement. However, the work program may be modified without amendment of this agreement upon the grantee's submission of a modified work program and the Executive Officer's written approval of it. If this agreement and the work program are inconsistent, this agreement will control.

The grantee shall construct the project in accordance with the approved work program.

VI. SIGNS AND ACKNOWLEDGMENT

A. Submittal of Signage & Acknowledgement Plan

Prior to beginning the project, the grantee shall submit, for review and written approval by the Executive Officer, a plan for acknowledging Conservancy support for the project through signs and other methods ("Signage & Acknowledgement Plan").

B. Contents of Signage & Acknowledgement Plan

The Signage & Acknowledgement Plan must include all of the following:

1. Acknowledgement of the Conservancy's support in the grantee's project-related press releases, contacts with the media, and social media postings, and on its website.
2. Installation of one or more signs that:
 - a. Identify the project;
 - b. Acknowledge Conservancy support;
 - c. Display the Conservancy's logo consistent with specifications provided by the Conservancy; and
 - d. Acknowledge funding from the Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024 (Proposition 4).
3. Maintenance of the signs for the duration of this agreement.
4. Locating the signs where both visible to the public and protective of natural resources, if applicable.

The Signage and Acknowledgement Plan must describe all of the above plan elements in detail, including the number, design, placement, and wording of the signs, and sign maintenance activities and schedule.

If the project's location, features, or other circumstances cause placement of signs or the sign specifications to be unsuitable, the Executive Officer may approve alternatives to signs, or to the sign specifications, that are more appropriate for the project while also acknowledging Conservancy funding.

C. Compliance with Signage and Acknowledgement Plan

Prior to completion of the project, the grantee shall install the signs and provide the other methods of acknowledgment in accordance with the approved Signage and Acknowledgement Plan. The grantee shall comply with the approved Signage and Acknowledgement Plan for the duration of this agreement.

VII. BONDING

If the grantee intends to use any contractors on any portion of the project to be funded under this agreement, the grantee shall not begin construction until each contractor has furnished a performance bond in favor of the grantee in the following amounts: for faithful performance, one

hundred percent (100%) of the contract value; and for labor and materials, one hundred percent (100%) of the contract value. This requirement does not apply to any contract for less than \$250,000.

Any bond furnished under this section must be executed by an admitted corporate surety insurer licensed in the State of California.

VIII. COSTS AND DISBURSEMENTS

When the Conservancy determines that all conditions in section II. CONDITIONS PRECEDENT TO CONSTRUCTION AND DISBURSEMENT have been fully met, the Conservancy shall disburse to the grantee a total amount not to exceed the amount granted under this agreement, in accordance with the work program and this section.

A. Timing of Disbursement

The Conservancy will disburse funds after the grantee has incurred costs and expenses, upon the grantee's satisfactory progress under the approved work program, and upon the grantee's submission of a "Request for Disbursement" form. The Conservancy will not disburse the final five percent or \$100,000 of the funds granted under this agreement, whichever is lower, until the grantee has complied with section X. PROJECT COMPLETION and the Conservancy has accepted the project.

B. Payable Costs and Expenses

The Conservancy will only disburse funds for these costs and expenses incurred to carry out the project:

1. Grantee's staff time, provided that hourly rates for grantee's staff time billed to the Conservancy may not exceed the actual compensation paid by grantee to employees, which may include employee benefits. The grantee shall require its employees to keep records of their time spent on the project for purposes of documenting the employee time billed to the Conservancy.
2. Grantee's travel and travel-related expenses, in accordance with the rates set forth in "SCC Travel Reimbursement Rates for Grants and Contracts," as posted on the Conservancy's website at www.scc.ca.gov.
3. Costs charged to the grantee by its contractors.
4. Other necessary direct costs that are reasonable in nature and amount, taking into account the nature of the project, its location, and other relevant factors.

5. The grantee's indirect costs as identified in the work program budget.

Notwithstanding any other provision, after the grantee has satisfied the conditions precedent to commencement of the project set forth in section II. CONDITIONS PRECEDENT TO CONSTRUCTION AND DISBURSEMENT, the grantee may request reimbursement, and the Conservancy may reimburse grantee, for grantee's costs to satisfy the conditions precedent.

C. Requesting Disbursement

The grantee shall request disbursements by filing with the Conservancy a fully executed "Request for Disbursement" form (available from the Conservancy). The grantee shall include in the form its name and address, the number of this agreement, the date of the submission, the amount of the invoice, the period during which the work was actually done, and an itemized description, including time, materials, and expenses incurred of all work done for which disbursement is requested. The form must be limited to work done, including work by contractors, in one Conservancy fiscal year, which is July 1 through June 30 of the following year. Work that spans two Conservancy fiscal years must be separated into two Requests for Disbursement, one for each fiscal year. The form must also indicate cumulative expenditures to date, expenditures during the reporting period, and the unexpended balance of funds under the grant agreement.

An authorized representative of the grantee must sign the forms. Each form must be accompanied by:

1. All receipts and any other source documents for direct expenditures and costs that the grantee has incurred.
2. Invoices from contractors (showing work done in only one Conservancy fiscal year) and any receipts and any other source documents for costs incurred and expenditures by any such contractor, unless the Executive Officer makes a specific exemption in writing.
3. A progress report summarizing the current status of the project and the work for which the grantee is requesting disbursement.

The grantee shall submit Requests for Disbursement no more frequently than monthly but no less frequently than quarterly. The grantee's failure to fully execute and submit one or more Requests for Disbursement with all supporting documents in accordance with this section will relieve the Conservancy of its obligation to disburse funds to the grantee until the grantee corrects all deficiencies.

IX. EXPENDITURE OF FUNDS AND ALLOCATION OF FUNDING AMONG BUDGET ITEMS

No increase in the total amount of funds granted under this agreement will be valid unless set forth in a written amendment to this agreement. The grantee shall expend funds granted under this agreement consistent with the work program budget. Expenditure on items contained in the work program budget, other than indirect costs, may vary by as much as ten percent per item without prior approval by the Executive Officer. Any deviation that is greater than ten percent for a budget item or that affects indirect costs, requires written approval of the Executive Officer and a revised work program budget. The Conservancy may withhold payment for items that have not received the required approval. Any increase in the funding for a budget item will mean a decrease in the funding for one or more other budget items unless there is a written amendment to this agreement.

X. PROJECT COMPLETION

Upon completion of the project, the grantee shall supply the Conservancy with evidence of completion by submitting a final report by the final Request for Disbursement date set forth in section III. TERM OF AGREEMENT that includes:

1. A report certifying completion of the project according to the approved work program, including photographs documenting project completion.
2. Documentation that signs are installed as required by section VI. SIGNS AND ACKNOWLEDGMENT.
3. A fully executed final "Request for Disbursement." A "final Request for Disbursement" means a Request for Disbursement that includes all remaining amounts for which grantee is entitled to seek payment, pursuant to this agreement, including the final five percent or \$100,000 of the funds granted under this agreement, whichever is lower.
4. A final inspection report by a licensed architect or registered engineer or the grantee's Public Works Director, and a copy of "as built" drawings of the completed project.

The Conservancy shall determine whether the grantee has satisfactorily completed the project. If so, the Conservancy shall issue to the grantee a letter of acceptance of the project and disburse the remaining amounts for which grantee is entitled under this agreement. The project will be deemed complete as of the date of the letter.

XI. EARLY TERMINATION, SUSPENSION AND FAILURE TO PERFORM

Before the project has commenced, either party may terminate this agreement for any reason by giving the other party seven days' prior written notice.

Before the project is complete, the Conservancy may terminate this agreement for any reason by giving the grantee thirty days' prior written notice. Before the project is complete, the Conservancy may suspend this agreement for any reason by giving the grantee seven days' prior written notice. In either case, the grantee shall immediately stop work under the agreement and take all reasonable measures to prevent further costs to the Conservancy. The Conservancy shall be responsible for any reasonable and non-cancelable obligations incurred by the grantee in the performance of this agreement prior to the date of the notice to terminate or suspend, but only up to the undisbursed balance of funding authorized in this agreement. Any notice suspending work under this agreement will remain in effect until further written notice from the Conservancy authorizes work to resume.

If the grantee fails to complete the project as required, or fails to fulfill any other obligations of this agreement prior to the termination date, the grantee will be liable for immediate repayment to the Conservancy of all amounts disbursed by the Conservancy under this agreement. The Conservancy may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed. This paragraph does not limit any other remedies the Conservancy may have for breach of this agreement.

Before the project is complete, the grantee may terminate this agreement for any reason by giving the Conservancy thirty days' prior written notice and repaying to the Conservancy all amounts disbursed by the Conservancy under this agreement. The Conservancy may, at its sole discretion, consider extenuating circumstances and allow early termination without repayment for work partially completed.

The parties expressly agree to waive, release and relinquish the recovery of any consequential damages that may arise out of the termination or suspension of this agreement under this section.

The grantee shall include in any agreement with any contractor retained for work under this agreement a provision that entitles the grantee to suspend or terminate the agreement with the contractor for any reason on written notice and on the same terms and conditions specified in this section.

XII. OPERATION AND MAINTENANCE

The grantee shall use, manage, maintain and operate the project throughout the term of this agreement consistent with the purposes for which the Conservancy's grant was made. The grantee assumes all operation and maintenance costs of these facilities and structures; the Conservancy is not responsible for any cost of maintenance, management, or operation. The grantee may be excused from its obligations for operation and maintenance during the term of this agreement only upon the written approval of the Executive Officer.

For purposes of this agreement, "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses. "Maintenance costs" include ordinary repairs and replacements of a recurring nature necessary to prolong the life of capital assets and basic structures, and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures.

XIII. MITIGATION

Without the written permission of the Executive Officer, the grantee shall not use or allow the use for mitigation (in other words, to compensate for adverse changes to the environment elsewhere) of any portion of real property on which the Conservancy has funded construction. In providing permission, the Executive Officer may require that all funds generated in connection with any authorized or allowable mitigation on the real property be remitted promptly to the Conservancy. As used in this section, mitigation includes, but is not limited to, any use of the property in connection with the sale, trade, transfer or other transaction involving carbon sequestration credit or carbon mitigation.

XIV. INSPECTION

Throughout the term of this agreement, the Conservancy has the right to inspect the project area to ascertain compliance with this agreement.

XV. INDEMNIFICATION AND HOLD HARMLESS

The grantee shall be responsible for, indemnify and hold harmless the Conservancy, its officers, agents, and employees from any and all liabilities, claims, demands, damages, or costs, including, without limitation, litigation costs and attorneys fees, resulting from or arising out of the willful or negligent acts or omissions of the grantee, its officers, agents, contractors, subcontractors, and employees, or in any way connected with or incident to this agreement, except for the active negligence of the Conservancy, its officers, agents, or employees. The duty of the grantee to indemnify and hold harmless includes the duty to defend as provided in Civil Code Section 2778. This agreement supersedes any right the grantee may have as a public entity to indemnity and contribution as provided in Gov. Code Sections 895 et seq.]

The grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the State, its officers, agents, or employees, for any liability resulting from, growing out of, or in any way connected with or incident to this agreement.

Nothing in this agreement is intended to create in the public or in any member of it rights as a third-party beneficiary under this agreement.

The obligations in this section XV. INDEMNIFICATION AND HOLD HARMLESS will survive termination of this agreement.

XVI. INSURANCE

The grantee shall procure and maintain insurance, as specified in this section, against claims for injuries to persons and damage to property that may arise from or in connection with any activities of the grantee or its agents, representatives, employees, or contractors associated with the project undertaken pursuant to this agreement.

As an alternative, with the written approval of the Executive Officer, the grantee may satisfy the coverage requirement in whole or in part through: (a) its contractors' procurement and maintenance of insurance for work under this agreement, if the coverage otherwise fully satisfies the requirements of this section; or (b) the grantee's participation in a "risk management" plan, self-insurance program or insurance pooling arrangement, or any combination of these, if consistent with the coverage required by this section.

The grantee shall maintain property insurance, if required below, throughout the term of this agreement. Any required errors and omissions liability insurance shall be maintained from the effective date through two calendar years after the completion date. The grantee shall maintain all other required insurance from the effective date through the completion date.

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:
 - a. Insurance Services Office ("ISO") Commercial General Liability coverage, occurrence basis (Form CG 00 01) or comparable.
 - b. Automobile Liability coverage: ISO Form Number CA 0001, Code 1 (any auto).
 - c. Workers' Compensation insurance as required by the Labor Code of the State of California.
 - d. Include only for large projects Course-of-construction (also known as "Builder's Risk") insurance covering all risks of loss. (Any proceeds of loss payable under this coverage must be used to replace, rebuild or repair the damaged portions of the facilities and structures constructed under this agreement.)
 - e. Property insurance covering the loss, damage, or destruction of the facilities or structures constructed under this agreement against fire and extended coverage perils. (Any proceeds of loss payable under this coverage must be used to replace, rebuild and/or repair the damaged portions of the facilities and structures constructed under this agreement.)

2. Minimum Limits of Insurance. The grantee shall maintain coverage limits no less than:
 - a. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage.
(Including operations, products and completed operations, as applicable)
 - b. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
 - c. Worker's Compensation: Worker's compensation as required by law.
 - d. Course of Construction: "All-Risks" (Special Perils) coverage form with limits equal to the completed value of the project with no coinsurance penalty provisions.
 - e. Property Insurance: 90 percent of full replacement cost of the facilities or structures.
3. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Executive Officer.
4. Waiver of Subrogation. The grantee hereby grants to the State of California, its officers, agents, employees, and volunteers, a waiver of any right to subrogation which any insurer of the grantee may acquire against the State of California, its officers, agents, employees, and volunteers, by virtue of the payment of any loss under such insurance. Grantee agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the grantee has received a waiver of subrogation endorsement from the insurer.
5. Acceptability of Insurers. Insurance shall be placed with insurers admitted to transact business in the State of California and having a current Best's rating of "B+:VII" or better or, in the alternative, acceptable to the Conservancy and approved in writing by the Executive Officer.
6. Verification of Coverage. The grantee shall furnish the Conservancy with original certificates and amendatory endorsements, or copies of the applicable policy language, effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Executive Officer before work commences. The Conservancy may require, at any time, complete, certified copies of all required insurance policies, including endorsements affecting the coverage.
7. Contractors. The grantee shall require each contractor to provide and maintain coverage consistent with the requirements of this section. To the extent generally available, grantee

shall also require each professional contractor to provide and maintain Errors and Omissions Liability insurance appropriate to the contractor's profession and in a reasonable amount in light of the nature of the project: with a minimum limit of liability of \$1,000,000.

8. Premiums and Assessments. The Conservancy is not responsible for premiums and assessments on any insurance policy.

XVII. AUDITS/ACCOUNTING/RECORDS

The grantee shall maintain financial accounts, documents, and records (collectively, "required records") relating to this agreement, in accordance with the guidelines of "Generally Accepted Accounting Principles" ("GAAP") published by the American Institute of Certified Public Accountants. The required records include, without limitation, evidence sufficient to reflect properly the amount, receipt, deposit, and disbursement of all funds related to the construction of the project, and the use, management, operation and maintenance of the real property, time and effort reports, and supporting documents that permit tracing from the request for disbursement forms to the accounting records and to the supporting documentation.

The Conservancy or its agents may review, obtain, and copy all required records. The grantee shall provide the Conservancy, California State Auditor, Department of Finance, their officers, employees, and agents with any relevant information requested and with access to the grantee's premises upon reasonable notice, during normal business hours, to interview employees and inspect and copy books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this agreement and any applicable laws and regulations.

The grantee shall retain the required records for a minimum of three years following the later of final disbursement by the Conservancy, and the final year to which the particular records pertain. The records will be subject to examination and audit by the Conservancy and the California State Auditor during the retention periods.

If the grantee retains any contractors to accomplish any of the work of this agreement, the grantee shall first enter into an agreement with each contractor requiring the contractor to meet the terms of this section and to make the terms applicable to all subcontractors.

The Conservancy may disallow all or part of the cost of any activity or action that it determines to be not in compliance with the requirements of this agreement.

XVIII. NONDISCRIMINATION

During the performance of this agreement, the grantee and its contractors shall not deny the agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital

status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The grantee shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. The grantee and contractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the Conservancy to implement such article. The grantee shall permit access by representatives of the Civil Rights Department and the Conservancy upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or the Conservancy shall require to ascertain compliance with this clause. The grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

The grantee shall include the nondiscrimination and compliance provisions of this clause in all contracts to perform work under this agreement.

XIX. AMERICANS WITH DISABILITIES ACT

By signing this agreement, grantee certifies that it is in compliance with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C., 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

XX. PREVAILING WAGE

Work done under this grant agreement may be subject to the prevailing wage and other related requirements of the California Labor Code, Division 2, Part 7, Chapter 1, Sections 1720-1861. If required by law to do so, the grantee shall pay prevailing wage to all persons employed in the performance of any part of the project and otherwise comply with all associated requirements and obligations.

The grantee is responsible for determining whether the project is subject to prevailing wage laws, and for complying with all labor laws applicable to the project. The grantee may also review the Conservancy publication, "Information on Prevailing Wage Laws for State Coastal Conservancy Grantees" (2023), available from the Conservancy on request; which provides general information and is not legal advice to the grantee on whether the grantee's project is subject to prevailing wage laws.

XXI. DRUG-FREE WORKPLACE

The grantee's signature on this agreement constitutes the certification required by Government Code Section 8355 (Drug-Free Workplace Act of 1990), which requires that all state grantees provide a drug-free workplace by doing all of the following:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions that will be taken against employees for violations of the prohibition.
2. Establishing a drug-free awareness program to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace.
 - b. The person's or organization's policy of maintaining a drug-free workplace.
 - c. Any available drug counseling, rehabilitation, and employee assistance programs.
 - d. The penalties that may be imposed upon employees for drug abuse violations.
3. Requiring that each employee engaged in the performance of the grant be given a copy of the drug-free workplace statement and that, as a condition of employment on the grant, the employee agrees to abide by the terms of the statement.

XXII. XXIV EXECUTIVE ORDER N-6-22 - RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the Conservancy determine the grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The Conservancy shall provide the grantee advance written notice of such termination, allowing the grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the Conservancy.

XXIII. INDEPENDENT CAPACITY

The grantee, and the agents and employees of grantee, in the performance of this agreement, are acting in an independent capacity and not as officers, employees or agents of the State of California.

XXIV. ASSIGNMENT

Without the written consent of the Executive Officer, the grantee shall not assign this agreement in whole or in part.

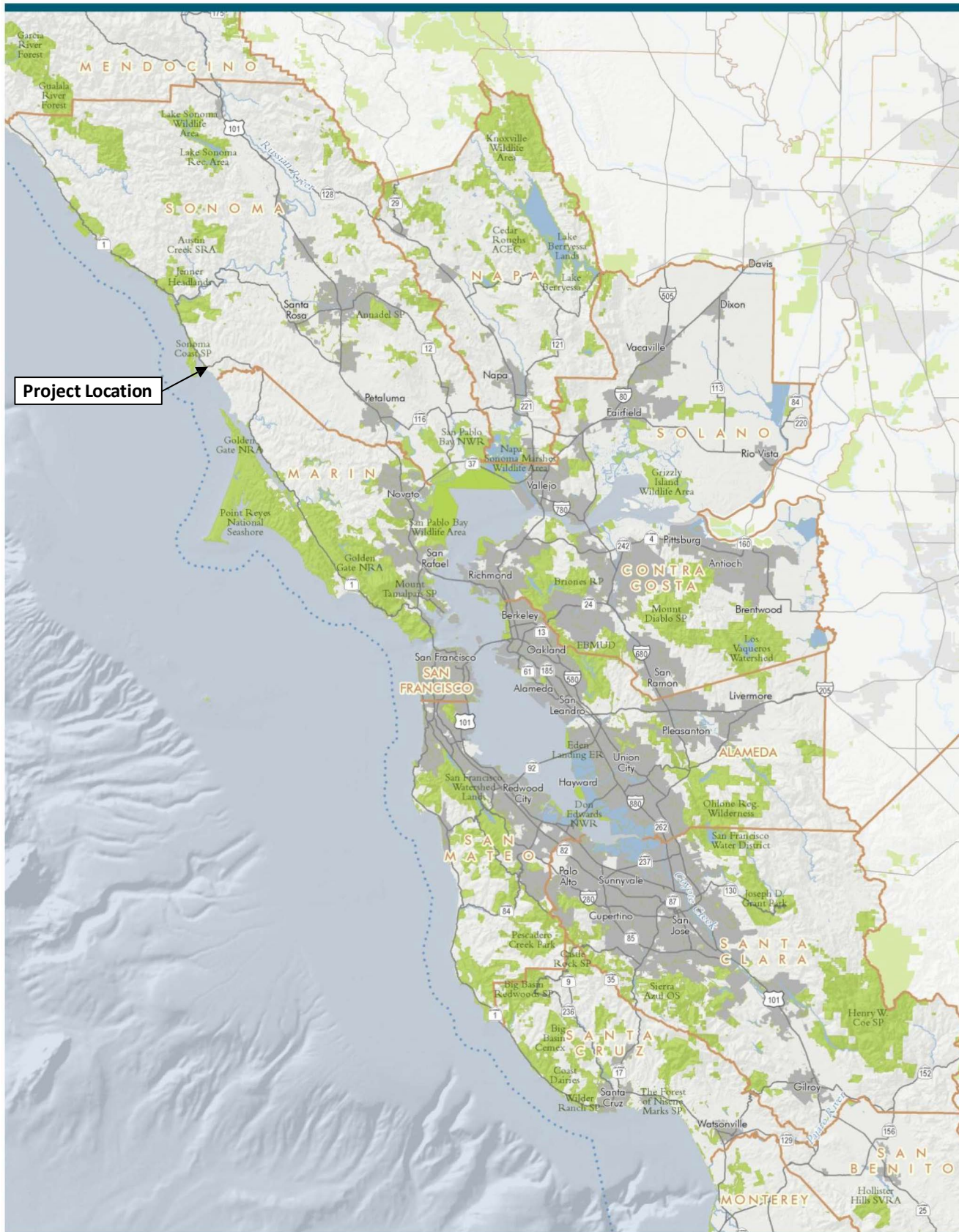
XXV. TIMELINESS

Time is of the essence in this agreement.

XXVI. AMENDMENT

Except as expressly provided in this agreement, no changes in this agreement will be valid unless made in writing and signed by the parties to the agreement. No oral understanding or agreement not incorporated in this agreement will be binding on any of the parties.

Exhibit 1: Project Location Maps



Project Location



Harbor View
Aerial Map

0 215 430 860 1280 1720 Feet 7/20/04



BODEGA BAY

Porto Bodega

Sport Fishing Center

Mason's Marina

Spud Point Marina

The Tides
Restaurant

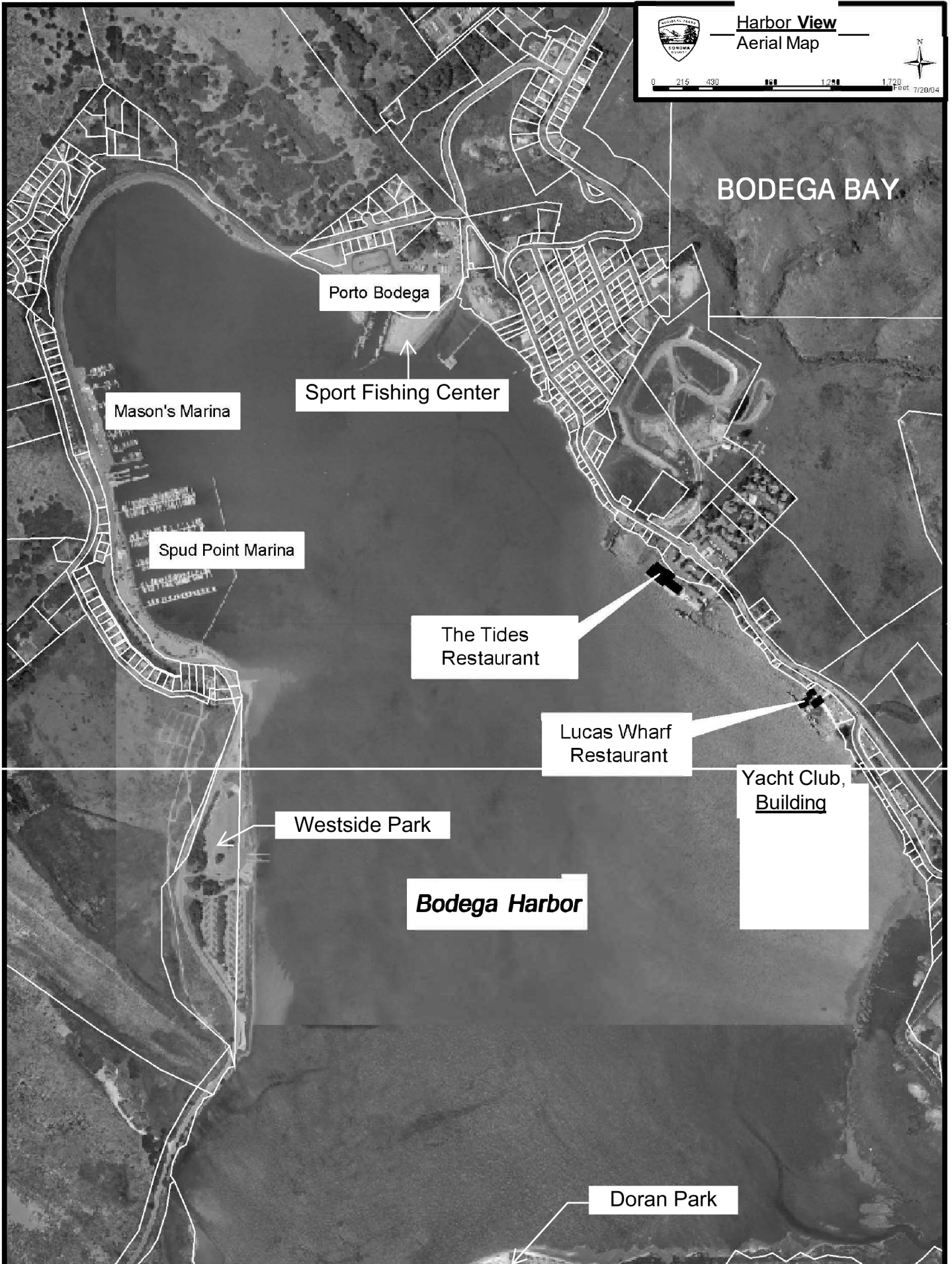
Lucas Wharf
Restaurant

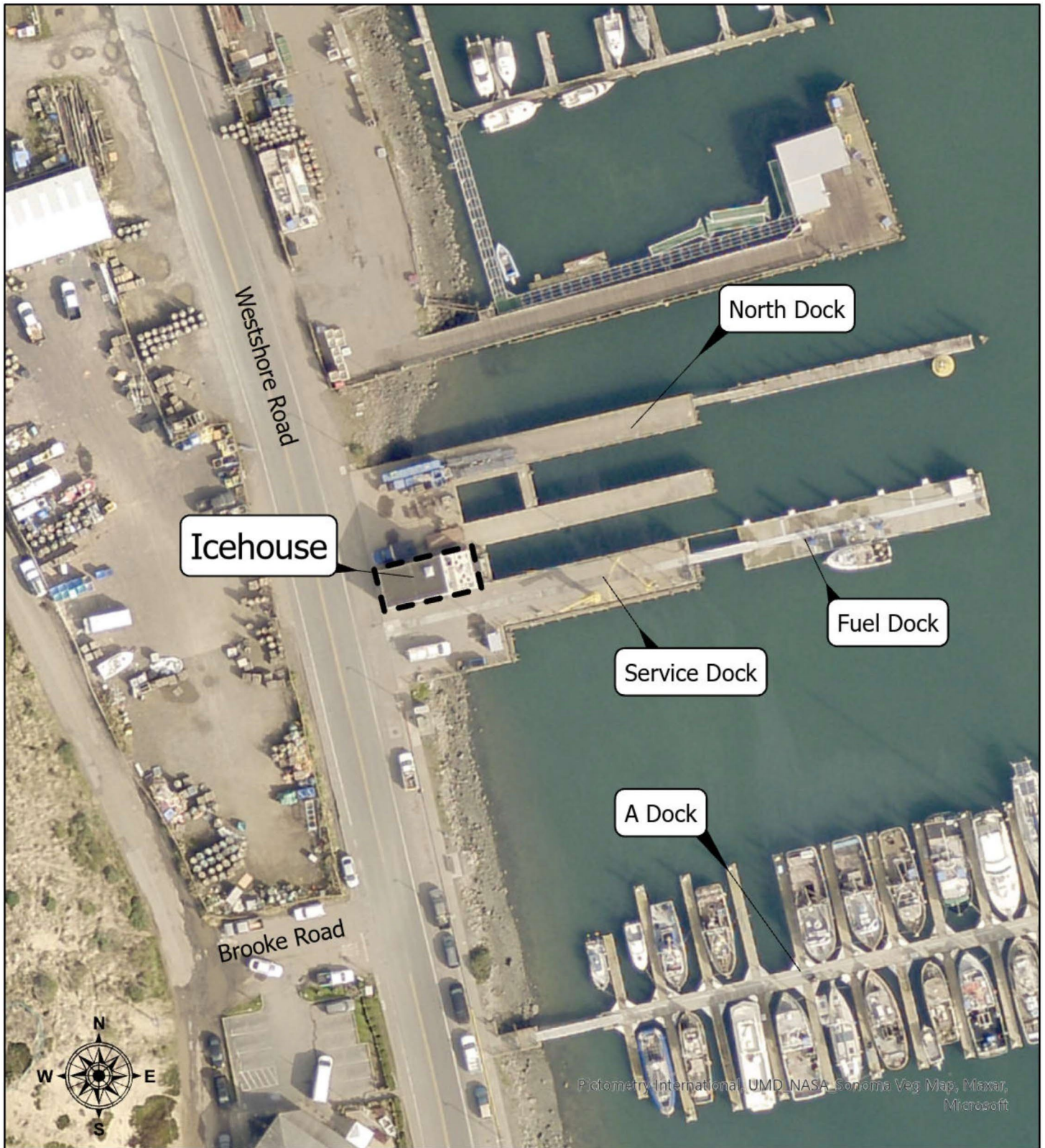
Yacht Club,
Building

Westside Park

Bodega Harbor

Doran Park





Sept 2025



Bodega Bay Icehouse at Spud Point Marina
1818 Westshore Road, Bodega Bay, CA
Sonoma County Regional Parks

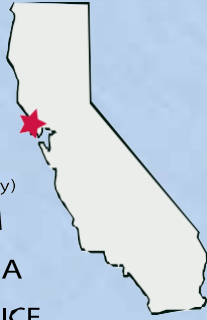


Spud Point Marina

Bodega Bay, California

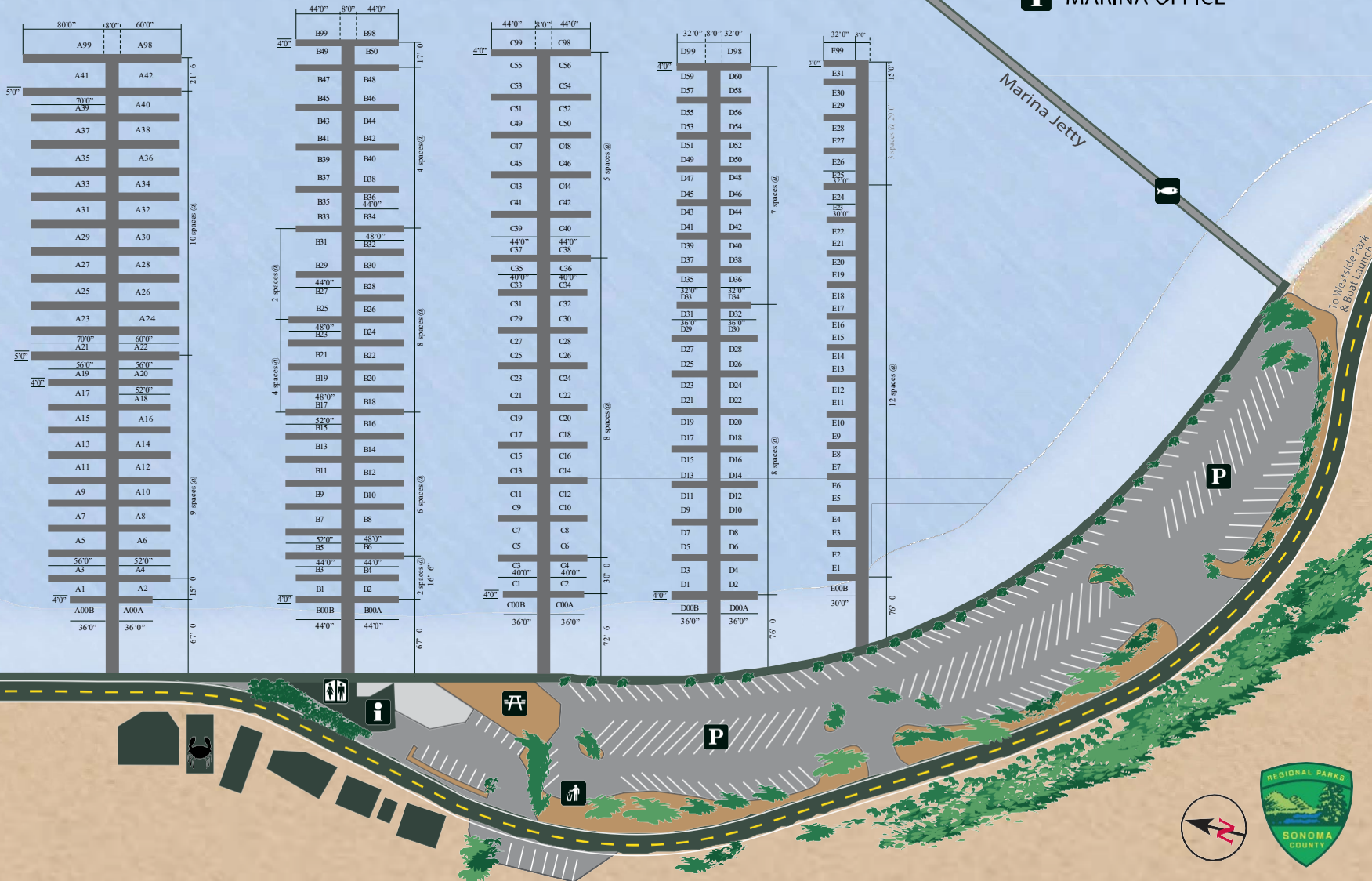
1818 Westshore Road
Bodega Bay, CA 94923
(707) 875-3535

- PARKING
- GARBAGE
- ICE & GAS
- FISHING
(no license on jetty)
- RESTROOM
- PICNIC AREA
- MARINA OFFICE



Bodega Bay is located on the scenic Sonoma County coast less than 50 nautical miles from the center span of the Golden Gate Bridge when coming to the Bay by boat.

The Marina Office and Fuel Dock are open seven days a week. The office provides information regarding Marina operation, berth rental, fuel prices and fishing activities.



This map is provided as a guide within the park. Reasonable effort has been made to ensure the accuracy of the map and data provided. The positional accuracy of the data is approximate and not intended to represent map accuracy from a published record survey. THE MAP AND ASSOCIATED DATA ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, either expressed or implied, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose. For detailed and updated information about accessibility of recreational opportunities or any other park information contact Sonoma County Regional Parks at (707) 565-2041.

Exhibit 2

COASTAL CONSERVANCY

Staff Recommendation

February 19, 2026

BODEGA BAY ICEHOUSE REPLACEMENT

Project No. 25-021-01

Project Manager: Michael Bowen

RECOMMENDED ACTION: Authorization to disburse up to \$1,500,000 to Sonoma County Regional Parks to replace the aging icehouse at Spud Point Marina, Bodega Bay, western Sonoma County.

LOCATION: Spud Point Marina, Bodega Bay, Sonoma County

EXHIBITS

Exhibit 1: [Project Location Map](#)

Exhibit 2: [Project Photos](#)

Exhibit 3: [Project Letters](#)

RESOLUTION AND FINDINGS

Staff recommends that the State Coastal Conservancy adopt the following resolution and findings.

Resolution:

The State Coastal Conservancy hereby authorizes a grant of an amount not to exceed one million five hundred thousand dollars (\$1,500,000) to Sonoma County Regional Parks (the “grantee”) to replace the aging icehouse at Spud Point Marina, Bodega Bay Harbor, western Sonoma County (the “project”).

Prior to commencement of the project, the grantee shall submit for the review and written approval of the Executive Officer of the Conservancy (Executive Officer) the following:

1. A detailed work program, schedule, and budget.
 2. Names and qualifications of any contractors to be retained in carrying out the project.
 3. A plan for acknowledgement of Conservancy funding.
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4. Evidence that all permits and approvals required to implement the project have been obtained.

Notwithstanding the foregoing, this Conservancy resolution is effective only if legislation is enacted that exempts program guidelines and selection criteria for the disbursement of funds from the Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024 (“Proposition 4”), Public Resources Code Sections 90000-95015, from the requirements of the Administrative Procedure Act at Government Code sections 11340-11361.

Findings:

Based on the accompanying staff recommendation and attached exhibits, the State Coastal Conservancy hereby finds that:

1. The proposed authorization is consistent with Chapter 7 of Division 21 of the Public Resources Code, regarding Urban Waterfront Restoration.
2. The proposed project is consistent with the current Conservancy Project Selection Criteria.

STAFF RECOMMENDATION

PROJECT SUMMARY:

Staff recommends the Conservancy authorize a grant of up to \$1,500,000 to Sonoma County Regional Parks (SCRIP) to undertake the Bodega Bay Icehouse Replacement Project (the “project”), consisting of the replacement of the aging icehouse at Spud Point Marina, Bodega Bay Harbor, western Sonoma County (“the County”). See Exhibit 1 for project location. The Bodega Bay Icehouse at Spud Point (“the Icehouse”) is the only bulk ice production and distribution point between San Francisco and Fort Bragg. It supports approximately 250 active commercial vessels, charter fleets, and recreational fishers.

The Icehouse is beyond its expected life, at risk of catastrophic failure, and reliant on outdated and climate-unfriendly technology. The Icehouse is decades old, frequently in disrepair, and increasingly unreliable. It has been repaired often, but full replacement is now critical. Reliably produced flake ice is necessary to maintain the functionality of this working waterfront by preserving catch quality, meeting seafood processor requirements, and keeping fishing livelihoods viable.

The flake ice system is composed of equipment that is well past its intended lifespan and increasingly difficult to keep in service. Breakdowns are frequent, forcing the County to spend a considerable amount each year on stop-gap repairs. Despite the repairs, the system remains prone to failure. Prolonged shutdowns disrupt access to ice, jeopardizing fishing trips, seafood processing, and the local harbor economy.

Replacing the obsolete system with modern, efficient equipment requires removal and disposal of the existing dilapidated facilities, and rebuilding of the structure, likely with repurposed and more durable shipping containers and new equipment capable of producing ice in an environmentally superior and more energy efficient fashion. The equipment will eliminate dependence on R-22 t (a potent ozone depleting refrigerant of which import and production

was banned by the 2020 Clean Air Act), reduce operating costs, and provide reliable service during peak demand. These improvements directly support the SCRPs Climate Adaptation and Resiliency Plan (CARP), which prioritizes adapting coastal infrastructure to climate change by improving reliability, reducing emissions, and maintaining critical services for working waterfront communities.

With volatile fisheries recently shortened or cancelled, a disruption in the ability to store and ship seafood products could be economically catastrophic to both the local fishing community and the broader regional economy. The project resolves an urgent and immediate need for ice for the sport and commercial fishermen of the region, and the broader Sonoma County economy.

Site Description: The project site is the Spud Point Marina Icehouse, located at 1818 Westshore Rd, Bodega Bay, on County-owned land (24.6 acres). The Icehouse is the only bulk ice facility between San Francisco and Fort Bragg, and it plays a critical role in supporting approximately 250 active commercial vessels, charter fleets, and recreational fishers.

Bodega Bay is a significant harbor located approximately 40-miles northwest of San Francisco and twenty miles west of Santa Rosa. The harbor, marinas, and associated facilities are similarly the only to be found between San Francisco and Noyo Harbor.

Grant Applicant Qualifications: SCRPs has extensive experience managing capital projects and administering regional, state, and federal grants, including prior and current successful partnerships with the Conservancy. Notably, SCRPs received Conservancy funding to design, permit, and construct two miles of California Coastal Trail and associated public access amenities at Kashia Coastal Reserve and Stewarts Point Ranch. SCRPs also manages Conservancy-supported planning efforts at Carrington Coast Ranch Regional Park & Preserve, where master planning, environmental review, and public access design are underway. In addition to Conservancy collaborations, SCRPs has delivered major harbor infrastructure projects at Spud Point Marina, renovated motorized boat launch facilities at Westside and Doran Regional Parks, large-scale trail construction, and facility improvements across more than 50 park properties. SCRPs is also working on a variety of individual capital improvement and sea level rise planning projects in and around Bodega Bay. These experiences demonstrate SCRPs capacity to meet Conservancy grant requirements, navigate the California Environmental Quality Act and permitting processes, and deliver durable coastal infrastructure on time and within budget.

CONSISTENCY WITH CONSERVANCY'S PROJECT SELECTION CRITERIA:

The proposed project is consistent with the Conservancy's Project Selection Criteria, last updated on September 23, 2021, in the following respects:

Selection Criteria.

1. Extent to which the project helps the Conservancy accomplish the objectives in the Strategic Plan.

See the "Consistency with Conservancy's Strategic Plan" section below.

2. Project is a good investment of state resources.

Bodega Bay is a social and economic anchor for the County, which has invested heavily there. Marinas remain vital for jobs, seafood supply chain, recreation, tourism, and Bodega Bay's working waterfront identity.

But the Bodega Bay's marinas are in transition. Paradoxically, they are experiencing high utilization in the form of a steady occupancy of slips, but declining revenues. This trend is because curtailed or reduced fishing seasons have reduced wharfage fees, ice sales, fuel sales and transient berths, all of which help support SCRP's management of the facilities. At the same time, the harbor is experiencing a shift from a commercial to a recreational economy. In other words, the commercial fleet is shrinking, but the tourism and charter sectors are expanding.

In order to support a successful transition from commercial to recreational use, infrastructure upgrades, such as a consistently functioning icehouse, are necessary to meet the growing demand of the recreational fleet. Investing in this transition will enable this working waterfront to evolve with the support of SCRP's management and the local expertise and personnel it provides. Upgrading and protecting facilities in Bodega Bay will benefit the local community, the broader economy of the County, and provide an important recreational and commercial resource for those who travel by land and sea to utilize the marine facilities.

Notably, the County has recently undertaken a comprehensive update of marina governance through Board-adopted resolutions and ordinance changes. These actions consolidated separate enterprise funds, modernized Chapter 20 of the County Code, and expanded the advisory committee to reflect the full spectrum of marina users. Together, these updates improve financial stability, ensure that user fees are reinvested directly into marina operations, and provide a framework for adapting management to future needs.

The Icehouse will be maintained by SCRP under the Marina Enterprise Fund, which provides a dedicated funding stream for marina operations. Routine maintenance will include inspections, preventive servicing, and contracted refrigeration specialists for complex systems. The new ammonia-based system will reduce emergency repair frequency, and replacement parts will remain available for decades. SCRP staff will follow manufacturer protocols, and specialized providers will conduct annual safety and efficiency checks.

3. Project includes a serious effort to engage tribes. Examples of tribal engagement include good faith, documented efforts to work with tribes traditionally and culturally affiliated to the project area

SCRP maintains consistent formal consultation with the Federated Indians of Graton Rancheria (FIGR) regarding projects in and around Bodega Bay. This coordination ensures that tribal perspectives, cultural resources, and traditional ecological knowledge are considered in the planning and implementation of coastal initiatives. The CARP identifies tribal engagement as a central principle of equitable climate action, emphasizing early consultation, shared stewardship, and co-management opportunities. SCRP continues to align with these priorities by maintaining open communication with FIGR and incorporating tribal input into coastal resilience planning and decision-making processes.

4. Project benefits will be sustainable or resilient over the project lifespan.

The replaced Icehouse is intended to be durable and repairable. The project will also establish a more climate-friendly infrastructure that reduces high greenhouse gas emitting equipment in favor of low Global Warming Potential (GWP) infrastructure. The location and elevation of the Icehouse renders it safe from sea level rise, storm surge, or other threats. However, some nearby harbor facilities are at greater risk of sea level rise and associated threats. Therefore, the County is advancing individual capital improvement planning and projects with separate funding at a variety of locations in and around Bodega Bay to ensure that all SCRIP facilities are receiving adequate consideration for future management.

5. Project delivers multiple benefits and significant positive impact.

The project delivers multiple benefits that extend beyond the replacement of a single facility. Economically, it provides a dependable ice supply that stabilizes the commercial fleet, charter operators, seafood processors, and marina revenues, ensuring the continued operation of one of Northern California's most important working waterfronts. From a climate perspective, it eliminates the use of high-GWP R-22 refrigerant, improves energy efficiency, and reduces greenhouse gas emissions by eliminating long truck trips to distant ports for ice.

At the community level, the project supports broader resilience by securing access to locally landed seafood, protecting the jobs and small businesses that depend on reliable harbor infrastructure, and stabilizing enterprise fund revenues that also help sustain public parks and coastal access. By ensuring continuity of operations during storm cycles through pre-storm stockpiling, rapid restart after outages, and generator-ready electrical systems that can connect to existing backup power, the project provides added reliability for the fishing fleet and the broader community.

These combined outcomes advance the goals of the CARP by safeguarding coastal infrastructure, reducing emissions, and maintaining the cultural and economic vitality of Bodega Bay as a working waterfront. The project represents not only a necessary infrastructure replacement but also an investment in long-term community and climate resilience.

At the immediate and local level, a reliable supply of ice ensures that when sport and commercial fishermen are active, their products can be stored safely. The local supply also prevents long trips to either San Francisco or Noyo Harbor for ice and supplies, which in turn reduces greenhouse gas emissions and general wear and tear on vessels. The shift to new and lower GWP refrigerant, away from unsafe and now banned materials will increase public safety and reduce greenhouse gas emissions.

At a broader local level, the investment in the Bodega Harbor infrastructure, and support to sport and commercial fishermen, means that the harbor can continue to function and operate under the management of SCRIP as an economically viable recreational resource. This in turn provides economic support to the County and ensures that SCRIP's standard of excellence is maintained.

Finally, waterfront revitalization provides a local, regional and statewide benefit in the form of increased recreational facilities at the coast, and within a short distance from a major metropolitan area.

6. Project planned with meaningful community engagement and broad community support.

Replacement of the Icehouse has long been identified as a priority by the Spud Point Marina Advisory Committee, the Sonoma County Fishermen’s Marketing Association, charter operators, seafood processors, and the broader Bodega Bay community. These stakeholders have consistently raised concerns about the risks posed by the aging system, and their input has shaped the County’s decision to pursue funding for a full replacement.

The Icehouse replacement has been planned through years of public discussion and enjoys broad community support. The Sonoma County Board of Supervisors identified the facility as critical regional infrastructure, with public budget requests and federal advocacy from Congressman Jared Huffman underscoring its importance to the working waterfront. The project has been regularly discussed at Spud Point Marina Advisory Committee meetings (2019–2025), where local fishers, charter operators, and business owners have consistently supported its replacement. Media coverage has highlighted the aging equipment, repair costs, and community reliance on the Icehouse as “vitaly important to the fleet,” demonstrating strong local, County, and federal alignment behind the project.

SCRIP will continue to engage stakeholders through the Marina Advisory Committee, public meetings, and a project webpage that provides regular updates. Letters of support and community testimony accompany this application, reflecting the strong backing the project enjoys from the fishing community, local businesses, and coastal residents.

The community engagement process emphasizes that the project is more than just an infrastructure upgrade. It is an investment in long-term community resilience and climate change adaptation, ensuring that the working waterfront remains viable, seafood supply chains are protected, and revenues that support public parks and coastal access are stabilized. By aligning with the CARP, the project demonstrates how climate adaptation can be integrated into infrastructure investments while maintaining the cultural and economic vitality of Bodega Bay.

PROJECT FINANCING

Coastal Conservancy	\$1,500,000
Others: California Air Resources Control Board (F-gas Reduction Incentive Program)	\$75,000
Community Project Funding (Congressional Appropriation)	\$1,200,000
Project Total	\$2,775,000

Conservancy funds are anticipated to come from the fiscal year 2025/2026 appropriation to the Conservancy from the Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024 (“2024 Climate Bond” or “Proposition 4”), codified at Public Resource Code Sections 90000-95015. These funds are available as described in Public Resources Code Section 92010 which sets forth a detailed description of the purposes of the Proposition 4 coastal resilience projects and programs, including projects to protect, restore,

and increase the resilience of beaches, bays, coastal dunes, wetlands, coastal forests, watersheds, trails, and public access facilities and projects through the Conservancy's Climate Ready Program. The proposed project is consistent with this funding source because it will protect, restore, and increase the resilience of publicly accessible coastal infrastructure and the communities that depend on it, and achieve the Climate Ready goals of Chapter 3.

SCRIP secured \$75,000 from the F Gas Reduction Incentive Program to help support equipment purchase. Congressman Huffman secured a \$1.2m Community Project Funding appropriation for the remaining funds necessary to complete the project.

Unless specifically identified as "Required Match," the other sources of funding and in-kind contributions described above are estimates. The Conservancy does not typically require matching funds or in-kind services, nor does it require documentation of expenditures from other funders or of in-kind services. Typical grant conditions require grantees to provide any funds needed to complete a project.

CONSISTENCY WITH CONSERVANCY'S ENABLING LEGISLATION:

The project is undertaken pursuant to Division 21, Chapter 3 regarding Climate Ready, and Chapter 7, regarding Urban Waterfront Restoration.

Consistent with Public Resources Code Section 31113, the Conservancy "...may undertake projects within its jurisdiction, including, but not limited to, those that reduce greenhouse gas emissions..." The project will directly eliminate the use of a highly adverse greenhouse gas dependent facility in the Coastal Zone, and replace it with more suitable infrastructure that, consistent with this section, has multiple benefits for the community.

Consistent with Public Resources Code Section 31308, the Conservancy "may provide up to the total cost of any urban waterfront project, including the local share of federally supported projects. The conservancy may also require local funding participation in urban waterfront projects. The amount of funding provided by the conservancy and the degree of local participation shall be determined by the total amount of funding available for urban waterfront projects, the fiscal resources of the applicant, the urgency of the project relative to other eligible urban waterfront projects, the degree to which the project meets the objectives set forth in Section 31305, and the application of other factors prescribed by the conservancy for the purpose of determining project eligibility and priority in order to more effectively carry out the provisions of this division."

Consistent with Section 31311.5, "[w]here the [C]onservancy awards any grant for the purpose of providing new or expanded facilities to serve the commercial fishing industry, the financial terms and any reimbursement provisions of that grant shall be determined solely on the basis of protecting the long-term economic viability of the commercial fishing industry." The commercial and recreational fishing industry is a major beneficiary of this proposed funding, and the industry's long-term economic viability in northern California would be adversely impacted absent this award.

CONSISTENCY WITH CONSERVANCY'S [2023-2027 STRATEGIC PLAN](#):

Consistent with **Goal 2.6, Piers and Waterfronts**, the proposed project will implement one project to upgrade facilities at the Spud Point Marina, thereby increasing the serviceability and resilience of a marine facility serving both the commercial and recreational fishing fleets.

Consistent with **Goal 2.5, Recreational Facilities and Amenities**, the proposed project will build one important facility to ensure the viability of the local recreational fishing fleet out of Bodega Bay Harbor.

CEQA COMPLIANCE:

The proposed project is categorically exempt from CEQA pursuant to Title 14, California Code of Regulations, Section 15301, subdivision (c) which specifically exempts: "Replacement or reconstruction of existing utility systems and/or facilities involving negligible or no expansion of capacity," because the project is solely for the replacement and upgrade of an existing, deteriorating utility system (bulk ice production and delivery) that is beyond its service life.

The work will be carried out at the existing Spud Point Marina Icehouse, located at 1818 Westshore Rd. The facility's essential function remains unchanged: providing bulk ice to the commercial and sport fishing fleet. The project does not involve any significant expansion of the physical capacity of the facility or the capacity of the ice production beyond what the existing facility was intended to produce. The project entails purchase and replacement of icemaking machinery, replacement of housing for that machinery, and no other significant building. The Icehouse housing itself will occur on the same footing as the original Icehouse and will be placed substantially within the footprint of the existing icehouse and does not constitute an expansion.

SCRIP, the lead agency, filed a notice of exemption on October 7, 2025, State Clearinghouse number 2025100286.

Upon approval of the project, Conservancy staff will file a Notice of Exemption.