

Humboldt
County



RESOURCE
CONSERVATION DISTRICT

Board of Directors Meeting

The mission of the Humboldt County Resource Conservation District is to assist private and public landowners in the planning, design, and implementation of soil, water, and forest resource conservation practices to improve and enhance natural and working lands in Humboldt County

SPECIAL MEETING: AGENDA

Friday, April 26, 2024

4:15 PM

LOCATION: HUMBOLDT AGRICULTURAL CENTER

5630 South Broadway

Eureka, CA 95503

1. **CALL TO ORDER** – Christine Manhart, Chair
2. **ROLL CALL**
3. **ADDITIONS OR CHANGES TO AGENDA** (Gov. Code 54954.2(B))
4. **PUBLIC COMMENT PERIOD**
Any person may address the Board regarding any matter within the Board's jurisdiction that is not on the agenda. Speakers are asked to limit comments to three minutes. Members of the public may also comment on agenda items when they are discussed. (Gov. Code 54954.3(a))
5. **NEW BUSINESS - ACTION**
 - 5.1 Resolution 24-06 Approving the Application for Grant Funds from the State Coastal Conservancy for the North Coast Wildfire Resilience Planning and Implementation Grant and Conditionally Accepting Grant, if Offered.
6. **NEXT REGULAR MEETING: May 9, 2024**
Meeting location: Humboldt Agricultural Center
7. **ADJOURNMENT**



Humboldt County Resource Conservation District

5630 South Broadway Eureka, CA 95503
Phone (707) 442-6058 Ext. 5
info@hercd.org

RESOLUTION NO. 24-06

RESOLUTION OF THE BOARD OF DIRECTORS OF THE HUMBOLDT COUNTY RESOURCE CONSERVATION DISTRICT APPROVING THE APPLICATION FOR GRANT FUNDS FROM THE STATE COASTAL CONSERVANCY FOR THE NORTH COAST WILDFIRE RESILIENCE PLANNING AND IMPLEMENTATION GRANT, AND CONDITIONALLY ACCEPTING GRANT IF OFFERED.

WHEREAS, funds were made available by the State Coastal Conservancy to fund grants for planning and implementation activities to restore the health and increase resilience of California forests, grasslands, and natural lands to wildfire; and

WHEREAS, the Humboldt County Resource Conservation District (District) is a Special District established under Division 9 of the California Public Resources Code; and

WHEREAS, the District is a part to the North Coast Resource Conservation District Memorandum of Understanding for the Joint Exercise of Powers (MOU) dated July 1, 2019, with the following public agencies: the Del Norte Resource Conservation District, Gold Ridge Resource Conservation District, Humboldt County Resource Conservation District, Lake County Resource Conservation District, Marin Resource Conservation District, Mendocino County Resource Conservation District, Napa County Resource Conservation District, Shasta Valley Resource Conservation District, Siskiyou Resource Conservation District, Sonoma Resource Conservation District, and Trinity County Resource Conservation District; and

WHEREAS, the proposed North Coast Wildfire Resilience Planning and Implementation Grant project is a collaboration with between parties to the MOU and would plan for and implement projects through a collaborative process to address areas of high wildfire risk; implement actions identified in state, regional, and local wildfire resilience plans; provide public benefit; benefit disadvantaged or underserved communities and public lands; lead to longer term resilience or more sustainable benefits; and leverage resources through coordination across jurisdictions.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Humboldt County Resource Conservation District hereby:

1. Approves the filing of an application for funding from the State Coastal Conservancy; and
2. Certifies that the District will comply with all federal, state and local environmental, public health, and other appropriate laws and regulations applicable to the project and will obtain or will ensure that the other project partners obtain all appropriate permits applicable to the project; and
3. Further commits to the terms and conditions specified in the grant agreement; and
4. Appoints the Executive Director or designee as a representative(s) of Humboldt County Resource Conservation District to conduct negotiations, execute, submit and sign all documents including but not limited to applications, agreements, amendments, payment requests, and other documents which may be necessary for the completion of the proposed project.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Board of Directors of the Humboldt County Resource Conservation District at its special meeting held on the 26th day of April, 2024, by the following vote:

Ayes: _____

Noes: _____

Absent: _____

Abstain: _____

I hereby certify that the foregoing Resolution Number 23-06 was adopted by the Board of Directors of the Humboldt County Resource Conservation District.

Mark Moore, Secretary
Board of Directors

STATE OF CALIFORNIA
 State Coastal Conservancy
GRANT AGREEMENT
 Grant - Rev 11/20

AGREEMENT NUMBER	AM. NO.
TAXPAYERS FEDERAL EMPLOYER IDENTIFICATION NO.	

THIS AGREEMENT is entered into this _____ day of _____, _____ in the State of California, by and between:

AGENCY State Coastal Conservancy	and
GRANTEE'S NAME Humboldt County Resources Conservation District	

Pursuant to Section 31113 of Division 21 of the California Public Resources Code, the State Coastal Conservancy ("the Conservancy") hereby grants to the Humboldt County Resources Conservation District ("the grantee") a sum not to exceed \$ 6,000,000 (six million dollars) ("funds"), 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.) Humboldt County Resource Conservation District
BY (Authorized Signature)	BY (Authorized Signature)
 PRINTED NAME AND TITLE OF PERSON SIGNING Amy Hutzel, Executive Officer	 PRINTED NAME AND TITLE OF PERSON SIGNING Jill Demers, Executive Director
ADDRESS & PHONE NUMBER 1515 Clay Street, 10 th Floor Oakland, CA 94612 Phone: (510) 286-1015	ADDRESS & PHONE NUMBER 5630 South Broadway Eureka, CA 95503-6905 Phone: (707)444-9708 #17

AMOUNT ENCUMBERED BY THIS DOCUMENT \$	PROGRAM/CATEGORY	FUND TITLE/PROP NO.				I certify that this agreement is exempt from Department of General Services' approval. Erlinda Corpuz Procurement and Contracts Manager
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$	FUND ITEM	CHAPTER	STATUTE	FISCAL YEAR		
TOTAL AMOUNT ENCUMBERED TO DATE \$	PROJECT NAME					

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	DATE
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I. SCOPE OF AGREEMENT

The grantee shall use the funds to complete the following project (“the project”) within the North Coast Resource Conservation District Collaborative boundaries (Del Norte County, Humboldt County, Lake County, Marin County, Mendocino County, Napa County, Siskiyou County, Sonoma County, and Trinity County), as shown on Exhibit 1, which is incorporated by reference and attached.

The project consists of establishing and operating the North Coast Wildfire Resilience Planning and Implementation Grant Program (“Grant Program”). The Grant Program will select, award, and oversee grants to public entities, California Native American tribes, and nonprofit organizations for planning, community outreach, permitting, environmental review, and implementation of projects that will increase wildfire resilience through improved management of natural lands and open space, increased collaboration among land managers, and capacity building in northern California coastal watershed counties (“wildfire projects”). In carrying out the project, the grantee will coordinate with the 11 members of the North Coast Resource Conservation District Collaborative (Del Norte RCD, Gold Ridge RCD, Humboldt County RCD, Lake County RCD, Marin County RCD, Mendocino County RCD, Napa County RCD, Shasta Valley RCD, Siskiyou RCD, Sonoma RCD, and Trinity County RCD).

The grantee shall carry out the project in accordance with this agreement.

II. CONDITIONS PRECEDENT TO COMMENCEMENT OF PROJECT AND DISBURSEMENT

- A. The grantee shall not begin 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 decision-making body 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 VI. WORK PROGRAM.
 - b. All contractors that the grantee intends to retain in connection with the project.
 - c. A plan for acknowledgement of Conservancy funding for the project.

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- B. The grantee shall not commence granting funds for any particular wildfire project, and the Conservancy shall not be obligated to disburse any funds for that wildfire project, unless and until the following conditions precedent have been met:
1. The Conservancy has authorized, in writing, the funding of the wildfire project. For projects that are subject to CEQA, Conservancy authorization shall be by the Conservancy at a public meeting. For projects that are exempt from CEQA, Conservancy authorization may be by the Executive Officer.
 2. The Executive Officer has approved in writing:
 - a. A written agreement between the grantee and the grant recipient.
 - b. A work program for the wildfire project that is consistent with the “WORK PROGRAM” section below.

III. ADDITIONAL GRANT CONDITION[S]

The grantee shall also meet the following conditions:

1. The grantee shall prepare and submit to the Conservancy for approval, project selection criteria for the Grant Program, which criteria must include priority for wildfire projects that:
 - a. Address high wildfire risk areas identified in Community Wildfire Protection Plan or other wildfire resilience/prevention plans.
 - b. Are outlined in the California Wildfire and Forest Resilience Action Plan.
 - c. Provide significant public benefit.
 - d. Benefit disadvantaged or underserved communities.
 - e. Lead to longer term resilience or more sustainable benefits.
 - f. Benefit public or protected lands.
 - g. Leverage resources through coordination across jurisdictions.
2. The grantee shall require each grant recipient to enter into an agreement that includes the following requirements:

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- a. If the funds are used to purchase equipment that costs \$5,000 or more, each such piece of equipment is a “grant-funded equipment.” The grantee shall operate and maintain each grant-funded equipment for wildfire resilience related purposes during its useful life. If the grantee determines that it no longer has need for a grant-funded equipment before the end of the equipment’s useful life, the grantee shall donate the grant-funded equipment to a public entity or nonprofit organization that will use the grant-funded equipment for wildfire-related purposes. For the duration of the useful life of each grant-funded equipment, the grantee shall maintain a record identifying each grant-funded equipment, the expected useful life of each item, and the ultimate disposition (disposal or donation). The requirements of this section will survive termination of this agreement.

If the funds will be used only to purchase equipment, beginning 12 months after the effective date of the agreement and annually thereafter until the project is complete, the grantee shall submit a report describing the project work completed using the grant-funded equipment.

- b. Prescribed burns. If the project includes a prescribed burn, the grantee shall employ a burn boss certified under Public Resources Code section 4477 to review and approve a written prescription of the burn that includes adequate risk mitigation measures. The grantee shall ensure that the prescribed burn is conducted in compliance with the written prescription. The grantee may employ a cultural fire practitioner in lieu of a certified burn boss for any cultural burns the grantee conducts. The grantee shall also ensure that the burn is authorized pursuant to Chapter 6 (commencing with Section 4411) or Chapter 7 (commencing with Section 4461) of Part 2 of Division 4 of the Public Resources Code, and that the burn is conducted in compliance with any air quality permit required pursuant to Article 3 (commencing with Section 41850) of Chapter 3 of Part 4 of Division 26 of the Health and Safety Code.
- c. If the grantee does not own the project site(s), the grantee shall, prior to beginning the project, obtain written permission to carry out the project from each landowner of the project site(s). Notwithstanding the foregoing, if the grantee has obtained written landowner permission for the property on which the project will begin, the grantee may begin the project without permission from all landowners; however, the grantee shall submit written landowner permission for each additional property on which the project will take place before beginning work on each property.
- d. The grantee shall submit evidence that it has obtained required insurance coverage.

IV. 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**

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TO CONSTRUCTION AND DISBURSEMENT. This agreement may be signed electronically using a process specified by the Conservancy.

This agreement terminates on **January 31, 2030** (“the termination date”) unless terminated early as provided in this agreement. However, the grantee shall complete all work, and require its grant recipients to complete all work of each wildfire project, by **June 30, 2029** (“the completion date”).

The grantee shall deliver a final Request for Disbursement to the Conservancy no later than **August 30, 2030**.

The grantee, in reliance on the grant authorization, has undertaken work for the project commencing on **May 1, 2024**, prior to the effective date of this agreement. The work was done at grantee’s risk and without the Conservancy’s obligation to disburse funds to the grantee for such work. Notwithstanding the foregoing, if the Conservancy determines such work was necessary to timely completion of the project and was done in a manner consistent with the terms of this agreement, the Conservancy may, in its sole discretion, reimburse the grantee for the costs of such work. All project work undertaken prior to the effective date of this agreement for which the Conservancy reimbursed the grantee will be deemed to be within the scope of, and subject to, all terms of this agreement.

V. AUTHORIZATION

The signature of the Executive Officer of the Conservancy on this agreement certifies that at its April 18, 2024 meeting, the Conservancy adopted the resolution included in the staff recommendation attached as Exhibit 2. This agreement is executed under that authorization.

Standard Provisions

VI. WORK PROGRAM

A. Grantee Work Program

Before beginning work on the project, 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. The specific tasks to be performed.
2. A schedule of completion for the project specifically listing the completion date for each project component and a final project completion date.
3. A detailed project budget. The project budget must describe all labor and materials costs of completing each component of the project, including the grantee's labor and materials costs and costs to be incurred under a contract with any third party retained by the grantee for work under this agreement. For each project component, the project budget must list all intended funding sources, including the Conservancy's grant, and all other sources of monies, materials, or labor. The grantee shall review the plans with Conservancy staff.
4. A plan for acknowledging Conservancy funding for the project. If the grantee will have project signs, the plan shall provide for the Conservancy's logo to be included on such signs.

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, the agreement will control.

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

B. Grant Recipient Work Program for Each Wildfire Project

The grantee shall require a detailed work program for each wildfire project ("project work program"). Each project work program shall include:

1. The specific tasks to be performed and, as applicable, plans showing the scope, scale and methods to be used for the wildfire project.
2. A schedule of completion for the wildfire project, specifically listing the completion date for each project component.

3. A detailed wildfire project budget. The budget shall describe all labor and materials costs to be incurred to complete each component of the project.
4. For wildfire projects subject to CEQA: provisions for compliance with any conditions of Conservancy authorization to fund the wildfire project.

VII. 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 of this grant, in accordance with the approved project budget and this section. The provisions of this section apply to the Conservancy's reimbursement for (i) the grantee's costs to carry out the project and (ii) the costs of each wildfire project.

The withholding for this agreement is five percent. The Conservancy shall disburse funds for costs incurred to date, less five percent, upon the grantee's satisfactory progress under the approved work program, and upon the grantee's submission of a "Request for Disbursement" form, which shall be submitted no more frequently than monthly but no less frequently than quarterly. The Conservancy shall disburse the five percent withheld upon the grantee's satisfactory completion of the project and compliance with section IX. PROJECT COMPLETION, and upon the Conservancy's acceptance of the project. The Conservancy may disburse the five percent that was withheld for a wildfire project upon completion of such wildfire project and compliance with section IX. PROJECT COMPLETION, and upon the Conservancy's acceptance of the wildfire project.

Hourly rates billed to the Conservancy must be equal to 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. The Conservancy will reimburse the grantee for expenses necessary to the project when documented by appropriate receipts.

The Conservancy will reimburse travel and 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 scc.ca.gov.

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 shall also indicate cumulative expenditures to date,

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expenditures during the reporting period, and the unexpended balance of funds under the grant agreement.

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

5. All receipts and any other source documents for direct expenditures and costs that the grantee has incurred.
6. Invoices from contractors that the grantee engaged to complete any portion of the work funded under this agreement 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.
7. A progress report summarizing the current status of the project and the work for which the grantee is requesting disbursement.

The grantee's failure to fully execute and submit a Request for Disbursement form, including attachment of supporting documents, will relieve the Conservancy of its obligation to disburse funds to the grantee until the grantee corrects all deficiencies.

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

No increase in the total amount of this grant will be valid unless set forth in a written amendment to this agreement. The grantee shall expend funds consistent with the approved project budget. Expenditure on items contained in the approved project budget, other than overhead and indirect costs, may vary by as much as ten percent without prior approval by the Executive Officer, provided that the grantee first submits a revised budget to the Conservancy and requests disbursement based on the revised budget. Any deviation greater than ten percent, and any deviation that shifts funds from approved budget items into an overhead or indirect costs category, must be identified in a revised budget approved in advance and in writing by the Executive Officer. The Conservancy may withhold payment for items that exceed the amount allocated in the project budget by more than ten percent and that have not received the approval required above. Any increase in the funding for any particular 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.

IX. PROJECT COMPLETION

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At any time after completion of a wildfire project, the grantee may supply the Conservancy with evidence of completion of the wildfire project by submitting a final report for that wildfire project that includes:

1. Documentation of completion of the wildfire project in accordance with the approved project work program, including photographs.
2. All work products specified for the wildfire project in the approved project work program.
3. A fully executed final "Request for Disbursement" form for the wildfire project.
4. If applicable, a list of grant-funded equipment for the wildfire project and the useful life of each item.
5. If applicable, a description of the work completed with the grant-funded equipment.
6. If applicable, appropriate data entered into metric tracking software.

Within thirty days of grantee's compliance with this paragraph, the Conservancy shall determine whether the wildfire project has been satisfactorily completed. If the Conservancy determines that wildfire project has been satisfactorily completed, the Conservancy shall issue to the grantee a letter of acceptance of the wildfire project.

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 IV. TERM OF AGREEMENT that includes:

1. A report describing completion of the project according to the approved work program.
2. A fully executed final "Request for Disbursement." A "final Request for Disbursement" means a Request for Disbursement that includes the withheld amounts and all remaining amounts for which grantee is entitled to seek payment, if any, pursuant to this agreement.

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 release the withhold amount pursuant to section VII. COSTS AND DISBURSEMENTS. The project will be deemed complete as of the date of the letter.

X. EARLY TERMINATION, SUSPENSION AND FAILURE TO PERFORM

Before the project has commenced, either party may terminate this agreement for any reason by providing the other party with seven days notice in writing.

Before the project is complete, the Conservancy may terminate or suspend this agreement for any reason by providing the grantee with thirty days notice in writing. 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 will 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 providing the Conservancy with seven days notice in writing 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 and in each agreement with a grant recipient a provision that entitles the grantee to suspend or terminate the agreement with the contractor or grant recipient for any reason on written notice and on the same terms and conditions specified in this section.

XI. INSPECTION

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

XII. 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,

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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. If the grantee is a public entity, 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 XII. INDEMNIFICATION AND HOLD HARMLESS will survive termination of this agreement.

XIII. 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, contractors, or volunteers 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 required insurance from the effective date through the completion date.

The grantee shall require each grant recipient to procure and maintain insurance consistent with all provisions of this section XIII. INSURANCE.

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).

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- c. Workers' Compensation insurance as required by the Labor Code of the State of California, and Employer's Liability insurance.

2. Minimum Limits of Insurance. The grantee shall maintain coverage limits no less than:

- a. General Liability: *(Including operations, products and completed operations, as applicable)* \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit must apply separately to the activities under this agreement, or the general aggregate limit must be twice the required occurrence limit.
- b. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- c. Worker's Compensation and Employer's Liability Worker's compensation as required by law and Employer's Liability of no less than \$1,000,000 per accident for bodily injury or disease.

3. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Executive Officer.

4. Required Provisions Concerning the Conservancy and the State of California.

- a. At least ten days before an insurance policy held by the grantee lapses or is cancelled, the grantee shall provide the Conservancy with evidence of renewal or replacement of the policy.
- b. 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.
- c. The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:
 - i. The State of California, its officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of

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automobiles owned, leased, hired or borrowed by or on behalf of the grantee; and with respect to liability arising out of work or operations, including completed operations, performed by or on behalf of the grantee including materials, parts or equipment furnished in connection with the work or operations.

- ii. For any claims related to this agreement, the grantee's insurance coverage shall be primary insurance as respects the State of California, its officers, agents and employees, and not excess to any insurance or self-insurance of the State of California.
 - iii. The limits of the additional insured coverage must equal the limits of the named insured coverage regardless of whether the limits of the named insurance coverage exceed those limits required by this agreement.
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 include all contractors as insureds under its policies or 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.
8. **Premiums and Assessments.** The Conservancy is not responsible for premiums and assessments on any insurance policy.

XIV. 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 implementation of

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the project, 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, 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 shall 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.

The obligations in this section XVI. AUDITS/ACCOUNTING/RECORDS will survive termination of this agreement.

XV. COMPUTER SOFTWARE

The grantee certifies that it has instituted and will employ systems and controls appropriate to ensure that, in the performance of this agreement, state funds will not be used for the acquisition, operation or maintenance of computer software in violation of copyright laws.

XVI. NONDISCRIMINATION

During the performance of this agreement, the grantee, its contractors, and its grant recipients 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 insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. The grantee and contractors shall

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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 Department of Fair Employment and Housing 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.

XVII. 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.

XVIII. PREVAILING WAGE

Work done under this grant agreement by grantee or by any grant recipient 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, and require its grant recipient to 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.

XIX. 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.

XX. 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.

XXI. 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 or employees or agents of the State of California.

XXII. ASSIGNMENT

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

XXIII. TIMELINESS

Time is of the essence in this agreement.

XXIV. EXECUTIVE OFFICER'S DESIGNEE

The Executive Officer shall designate a Conservancy project manager who will have authority to act on behalf of the Executive Officer with respect to this agreement. The Executive Officer shall notify the grantee of the designation in writing.

XXV. 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.

