

PROJECT INFORMATION FORM

Project Name Clear Lake Limnological Sampling		Estimated Date of Completion: <u>Enter date</u> Grant Amount: <u>\$100,000</u> Estimated Total Project Cost: <u>\$148,701</u> <small>(State grant, other funds, and in-kind)</small>	
Grantee Name (with mailing address) Lake County Watershed Protection District 255 N. Forbes St. Lakeport, CA 95453		County Lake	Nearest City/Town Lakeport
Check one: <input type="checkbox"/> Nonprofit <input checked="" type="checkbox"/> Local Agency <input type="checkbox"/> State Agency		Project Address (or nearest cross street) 255 N Forbes Street Lakeport, CA 95453	
		Senate Dist. 2	Assembly Dist. 4
		US Congressional Dist. 5	
Grantee's Representative Authorized in Resolution (Signature required at bottom of this page)			
Name: <u>Scott De Leon</u>		Title: <u>Director Water Resources Department</u>	
Phone: <u>707-263-2344</u>		Email: <u>Scott.DeLeon@lakecountyca.gov</u>	
Project Manager – Person with day to day responsibility for project (if different from authorized representative)			
Name: <u>Angela De Palma-Dow</u>		Title: <u>Program Coordinator</u>	
Phone: <u>707-263-2344</u>		Email: <u>Angela.DePalma-Dow@lakecountyca.gov</u>	
Brief Description of Project <small>(Summarize major activities to be funded by this Grant)</small>		Latitude <u>39.04373</u>	Longitude <u>-122.91669</u>
This project will continue long-term limnological monitoring of Clear Lake. From 1968-2020, the CA Department of Water Resources was conducting monthly water quality (WQ) monitoring on Clear Lake at three sites and various depths, but this project was terminated in 2020. Lake County WPD has continued this expensive effort and general funds will provide the needed support to continue this vital program. Activities include: project coordination, staff labor to conduct sampling, pre & post processing, chemical lab analysis of WQ water samples (in a state-accredited lab) and analysis of sediment nutrient core samples. The data generated by this project will support scientifically-based management and actions that will provide for the rehabilitation of Clear Lake.		CEQA/Environmental Requirements <input checked="" type="checkbox"/> Exempt per CEQA Guidelines § <u>15307 & 15308</u> Attach filed Notice of Exemption. <input type="checkbox"/> CEQA completed. Attach fled Notice of Determination, Negative Declaration, or Mitigated Negative Declaration <input type="checkbox"/> CEQA is not complete. Attach draft Initial Study with checklists. <input type="checkbox"/> CEQA does not apply under Code § <u>Enter section</u> Grantee was given authority to manage and maintain Clear Lake through State Lands Commission Code Chapter 638 (1973). A copy of this authority is provided in the information package.	
Site Control/Land Tenure (check the box that applies) <input checked="" type="checkbox"/> Grantee owns the property. <input type="checkbox"/> Grantee leases the property – Term End: <u>Enter date</u> <input type="checkbox"/> Grantee owns an easement on the property. <input type="checkbox"/> Grantee has an MOU with the property owner.			
I certify that the information in this Project Information Form, including all attachments, is complete and accurate.			
Signed: <u>Grantee's Authorized Representative as shown in Resolution</u>		<u>Enter date</u> Date	
<u>Scott De Leon</u> Print Name	<u>Director Water Resources</u> Title	Designee? <input type="checkbox"/> Yes <input type="checkbox"/> No <small>(If yes, attach letter of designation from authorized representative.)</small>	

G. PROJECT SUMMARY

With your Project Information Package, submit a one-page summary that provides a description of the proposed project.

Grantees must comply with all current laws and regulations which apply to the Planning Project, including, but not limited to, environmental laws, health and safety codes, and disabled access laws. Grantee certifies that, prior to commencement of project, all applicable permits, and licenses (e.g., state contractor's license) will have been obtained.

Project: Clear Lake Limnological Sampling

Since 1968, the California Department of Water Resources (DWR) has conducted ambient water quality monitoring and sampling of Clear Lake in 3 locations: the Upper, Lower and Oaks arms of the lake. Data derived from this sampling allows the State, County, Tribes, and other impacted local organizations to identify and track key nutrients and potential contaminants. This publicly available water quality information is essential for making water quality management decisions for Clear Lake and dependent downstream areas, including the Cache Creek Watershed and ultimately, the California Delta.

Due to funding shortages in 2020, DWR terminated their monthly ambient water quality monitoring program in Clear Lake. County of Lake Water Resources Department (i.e. Watershed Protection District, herein "Lake County")) has continued an abbreviated monitoring program in the lake, although this is a burden on a department located in a disadvantaged community that does not receive general funds.

A relatively small investment in a consistent water quality monitoring program has significant management and research implications. Without some assistance, the valuable information collected from this program, which is vital to the success of any actions produced by the Blue Ribbon Committee, will be lost and impossible to attain. This loss will likely impact not just Lake County water quality management efforts, but also the 17 Public Water Systems and an unknown number of small and private drinking water supply operations around Clear Lake, downstream water users, and the environment.

With general funds, this project will include three major tasks:

- 1) Project Coordination (Management, Reporting, and Accounting) totaling \$7,661 in personnel, fringe and overhead, which is all provided by Lake County as match.
- 2) Water and Sediment Lab Analysis (through Alpha Labs in Ukiah and UC/Davis TERC Labs) totaling \$94,245 for 14 water sampling events and five (5) sediment sampling events, together this represents roughly about 1.5 years of needed sampling. This entire task cost is provided by the awarded grant funds.
- 3) Sampling labor and materials total about \$46,795 with about \$41,040 in personnel labor, fringe and overhead being provided by Lake County as Match with remaining \$5755 in water quality sampling materials (reagents, calibration materials, buffers, probes, gloves, field supplies etc.) included in the awarded grant funds.

In total the awarded grant funds are supporting \$100,000 of chemical, nutrient water quality and sediment lab analysis and materials needed to conduct the sampling, and Lake County is supporting about \$48,701 as match to demonstrate commitment to this program.

The information stemming from this sampling effort will assist in creating a more sustainable water supply for County residents and create opportunities for the restoration and enhancement of one of California's most unique water bodies in the face of ever-increasing environmental pressures.

I. SAMPLE COST ESTIMATE - PLANNING PROJECTS

SAMPLE COST ESTIMATE - PLANNING PROJECTS – Clear Lake Limnological Sampling

Task #	PROJECT ELEMENTS	Estimated Costs	General Fund Grant	Internal Funds Match (Personnel, Overhead & Indirect Charges)	Funding Source (specify)
	Planning, Coordination, Outreach				
	Deliverables: Task 1.0 Project Management (1.5 years)				
1.1	Project Management	4,309	0	4,309	Internal Contribution
1.2	Project Reporting	2,155	0	2,155	
1.3	Accounting	1,197	0	1,197	
	Task Sub Total	\$ 7,661	0	\$ 7,661	Internal
	Assessments and Data Collection (SubContractors)				
	Deliverables Task 2.0 Lab Analysis (sub-contractors)				
2.1	Alpha labs Water nutrients analysis	0	63,000		
2.2	UC Davis/ TERC Sediment analysis	0	31,245		
2.3					
	Task Sub Total	0	\$ 94,245		
	Deliverables Task 3.0 Sampling labor				
3.1	District Labor to conduct Sampling	41,040	0	41,040	Internal
3.2	WQ instrument Accessories (reagents, buffers, probes, etc.)	0	5,755		
	Task Sub Total	\$ 41,040.00	\$ 5,755.00	\$ 41,040.00	Internal
	Grand Total	\$ 48,701.00	\$ 100,000.00	\$ 48,701.00	

Only direct project management costs are eligible, no overhead/indirect costs are reimbursable. In-service payroll may not include a "billable rate" or administrative cost allocation. Reimbursements based on completion of Deliverables which may be phases to reimburse upon completion of specific agreed upon tasks. Project management costs can be reimbursed incrementally in conjunction with payment requests for completed Deliverables. Tasks must be directly related to the planning project and supported by detailed time documents for in-house services. All invoices and receipts for all project expenditures from all funding sources will be retained and made available in the event of any future State Audits

J. SAMPLE PROJECT TIMELINE

BASED ON PROJECT PERIOD:

PROJECT START: FALL 2022 (SEPTEMBER)

PROJECT COMPLETION: FALL 2024 (DECEMBER)

Clear Lake Limnological Sampling

Task #	Activity Description	Timeline (to be completed by)
1.1	Project Coordination and Management (i.e. Planning and Coordinating)	Sept 2022 – Dec 2024
1.2	Project Reporting	Sept 2022 – Dec 2024
1.3	Project Accounting and reimbursement package preparation	Sept 2022 – Dec2024
2.1 3.1	Water Quality Sampling and lab analysis	Sept 2022 – Dec2024
2.2 3.1	Water Quality sediment sampling and analysis	Sept 2022 – Dec2024
3.2	Purchase needed materials and supplies to conduct sampling	Sept 2022 – Dec 2024
1.1 1.2 1.3	Submit Project Closeout package with final Payment Request to State	December 2024

NOTICE OF EXEMPTION

COUNTY CLERK

DEPUTY CLERK

MAR 31 2022

TO: County Clerk
County of Lake
Lakeport, CA 95453

Office of Planning & Research
1400 Tenth Street, Room 222
P.O. Box 3044
Sacramento, CA 95812-3044

FROM: Community Development Dept
Planning Division, County of Lake
255 North Forbes Street
Lakeport, CA 95453

PROJECT TITLE: Clear Lake Limnological Sampling

PROJECT LOCATION: Centered on Clear Lake, Lake County, CA but benefits will be regional. GPS location for the center of Clear Lake, CA is 122° 43.115' W 38° 58.941' N.

PROJECT LOCATION: Clear Lake (water body) **COUNTY:** Lake

DESCRIPTION OF PROJECT: This project will continue long-term limnological monitoring of Clear Lake. From 1968-2020, the CA Department of Water Resources was conducting monthly water quality (WQ) monitoring on Clear Lake at three sites and various depths, but this project was terminated in 2020. Lake County WPD has continued this expensive effort and general funds will provide the needed support to continue this vital program. Activities include: project coordination, staff labor to conduct sampling, pre & post processing, chemical lab analysis of WQ water samples (in a state-accredited lab) and analysis of sediment nutrient core samples. This project will not disturb any ground and does not include any construction or related activities. The data generated by this project will support scientifically -based management and actions that will provide for the rehabilitation of Clear Lake.

NAME OF PUBLIC AGENCY APPROVING PROJECT: County of Lake

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: Lake County Watershed Protection District

EXEMPT STATUS:

Categorical Exemption, Section 15307, Class 7 (Actions by Regulatory Agencies for Protection of Natural Resources) , Categorical Exemption, Section 15308, Class 8 (Actions by Regulatory Agencies for Protection of the Environment)

REASONS WHY PROJECT IS EXEMPT: Class 7 and Class 8 - The project is consistent with the Class 7 and Class 8 exemptions which allow for the maintenance, restoration or enhancement of a natural resource or of the environment where the regulatory process involves procedures for protection of the environment.

CONTACT PERSON: Angela DePalma-Dow

TELEPHONE NUMBER: 707-263-2344

Signature:

Title:

Signed by Lead Agency

Date: March 25, 2022

Posted MAR 31 2022 to MAY 05 2022



State of California - Department of Fish and Wildlife
2022 ENVIRONMENTAL DOCUMENT FILING FEE
CASH RECEIPT
DFW 753.5a (REV. 01/01/22) Previously DFG 753.5a

Print

StartOver

Save

RECEIPT NUMBER:

17 — 03/31/2022 — 071

STATE CLEARINGHOUSE NUMBER (If applicable)

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY.

LEAD AGENCY

County of Lake Community Development Dept

LEAD AGENCY EMAIL

DATE

03/31/2022

COUNTY/STATE AGENCY OF FILING

Lake

DOCUMENT NUMBER

PROJECT TITLE

Clear Lake Limnological Sampling

PROJECT APPLICANT NAME

Lake County Watershed Protection District

PROJECT APPLICANT EMAIL

PHONE NUMBER

(707) 263-2344

PROJECT APPLICANT ADDRESS

255 N Forbes St

CITY

Lakeport

STATE

CA

ZIP CODE

95453

PROJECT APPLICANT (Check appropriate box)

☒ Local Public Agency

☐ School District

☐ Other Special District

☐ State Agency

☐ Private Entity

CHECK APPLICABLE FEES:

☐ Environmental Impact Report (EIR)

\$3,539.25

\$

0.00

☐ Mitigated/Negative Declaration (MND)(ND)

\$2,548.00

\$

0.00

☐ Certified Regulatory Program (CRP) document - payment due directly to CDFW

\$1,203.25

\$

0.00

☒ Exempt from fee

☒ Notice of Exemption (attach)

☐ CDFW No Effect Determination (attach)

☐ Fee previously paid (attach previously issued cash receipt copy)

☐ Water Right Application or Petition Fee (State Water Resources Control Board only)

\$850.00

\$

0.00

☐ County documentary handling fee

\$

☐ Other

\$

PAYMENT METHOD:

☐ Cash

☐ Credit

☐ Check

☐ Other

TOTAL RECEIVED

\$

0.00

SIGNATURE

X

AGENCY OF FILING PRINTED NAME AND TITLE

Dakhota Hockett-Deputy County Clerk/Fiscal Support

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 03/2021)

Section 1 – Payee Information**NAME** (This is required. Do not leave this line blank. Must match the payee's federal tax return)

County of Lake

BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME (If different from above)

Watershed Protection District

MAILING ADDRESS (number, street, apt. or suite no.) (See instructions on Page 2)

255 North Forbes Street

CITY, STATE, ZIP CODE

Lakeport, CA 95453

E-MAIL ADDRESS

water.resources@lakecountyca.gov

Section 2 – Entity Type**Check one (1) box only that matches the entity type of the Payee listed in Section 1 above.** (See instructions on page 2)☐ **SOLE PROPRIETOR / INDIVIDUAL**☐ **SINGLE MEMBER LLC** *Disregarded Entity owned by an individual*☐ **PARTNERSHIP**☐ **ESTATE OR TRUST**☐ **CORPORATION** (see instructions on page 2)☐ **MEDICAL** (e.g., dentistry, chiropractic, etc.)☐ **LEGAL** (e.g., attorney services)☐ **EXEMPT** (e.g., nonprofit)☒ **ALL OTHERS****Section 3 – Tax Identification Number**Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must **match** the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. **Note:** Payment will not be processed without a TIN.

- For **Individuals**, enter SSN.
- If you are a **Resident Alien**, and you do not have and are not eligible to get an SSN, enter your ITIN.
- Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor's SSN.
- For **Sole Proprietor or Single Member LLC (disregarded entity)**, in which the **sole member is an individual**, enter SSN (ITIN if applicable) or FEIN (FTB prefers SSN).
- For **Single Member LLC (disregarded entity)**, in which the **sole member is a business entity**, enter the owner entity's FEIN. Do not use the disregarded entity's FEIN.
- For all other entities including LLC that is taxed as a corporation or partnership, estates/trusts (with FEINs), enter the entity's FEIN.

Social Security Number (SSN) or Individual Tax Identification Number (ITIN)

_____ - _____ - _____

OR**Federal Employer Identification Number (FEIN)**9 4 - 6 0 0 0 8 2 5**Section 4 – Payee Residency Status** (See instructions)☒ **CALIFORNIA RESIDENT** – Qualified to do business in California or maintains a permanent place of business in California.☐ **CALIFORNIA NONRESIDENT** – Payments to nonresidents for services may be subject to state income tax withholding.☐ No services performed in California☐ Copy of Franchise Tax Board waiver of state withholding is attached.**Section 5 – Certification****I hereby certify under penalty of perjury that the information provided on this document is true and correct.****Should my residency status change, I will promptly notify the state agency below.****NAME OF AUTHORIZED PAYEE REPRESENTATIVE**

Jacqueline Storrs

TITLE

Accountant I

E-MAIL ADDRESS

jacqueline.storrs@lakecountyca.gov

SIGNATURE**DATE**

02/24/2022

TELEPHONE (include area code)

(707) 263-2344

Section 6 – Paying State Agency**Please return completed form to:****STATE AGENCY/DEPARTMENT OFFICE****UNIT/SECTION****MAILING ADDRESS****FAX****TELEPHONE** (include area code)**CITY****STATE****ZIP CODE****E-MAIL ADDRESS**

SAMPLE GRANT AGREEMENT

STATE OF CALIFORNIA NATURAL RESOURCES AGENCY GRANT AGREEMENT

Grantee Name: *Insert Here*

Project Title: *Insert Here*

Agreement Number: XXXXXX-0

Authority: Budget Act of 2021 (Chapters 21, 69, and 240, Statutes of 2021)

Program: General Fund Specified Grant Projects

PROJECT DESCRIPTION

Brief Project Description

A detailed project scope and activities, project schedule and project budget are described and attached hereto as Exhibit A.

Grant Funds are to be for planning projects in accordance with the provisions contained in the Procedural Guide for General Fund Specified Planning Projects and this Agreement.

TERMS AND CONDITIONS OF GRANT

Special Provisions

1. *If the Grantee is a nonprofit:* If the Grantee is a nonprofit organization and ceases to exist, all of its rights, title and interest in the real property shall vest in the State of California. The State may, at its discretion, identify an appropriate public or private entity to accept the right, title, and interest in the real property in lieu of the State.
2. *If Grantee is a federally recognized Indian Tribe replace Section F below with the following:* **Grantee's Limited Waiver of Sovereign Immunity and Hold Harmless**
 1. The Parties acknowledge that Grantee is a federally recognized Indian tribe and, as such, possesses sovereign immunity from suit. Nothing in this Grant Agreement is or shall be deemed to be a waiver of Grantee's sovereign immunity from suit, which immunity is expressly asserted, except for the limited waiver set forth in this section.
 2. Limited Waiver of Sovereign Immunity and hold harmless. Notwithstanding any other provision in this Agreement (including, without limitation, any provision of any Exhibit incorporated in this Agreement by reference) to the contrary, nothing in this Agreement shall be deemed to be a general waiver of Grantee's sovereign immunity from suit, which immunity is expressly asserted. Provided, however, that Grantee hereby expressly, unequivocally, and irrevocably provides a limited waiver of sovereign immunity from suit to allow the Natural Resources Agency to exercise all of its rights under the terms of this Agreement, and Grantee consents to suit in any court of the State of California for any claim to interpret or to enforce this Agreement. This shall include the right to contribution for loss of damage to persons or property arising from, growing out of or in any way connected with or incident to this Agreement, except claims arising from the gross negligence of State, its officers, agents, and employees.
 3. Grantee shall indemnify, hold harmless State, its officers, agents and employees in perpetuity against any and all claims, demands, damages, costs, expenses or liability costs arising out of the Project, which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise, including but not limited to items to which the Grantee has certified, except for liability arising out of the gross negligence of State, its officers, agents or employees. Grantee acknowledges that it is solely responsible for compliance with

items to which it has certified. Under this indemnification provision, Grantee shall not be responsible for defending State in court but shall reimburse for actual invoiced costs associated with the defense.

Grantee and State agree that in the event of judgment entered against the State and Grantee because of the gross negligence of the State and Grantee, their officers, agents or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

3. Other special provisions, if applicable

General Provisions

A. Definitions

1. The term "Act" means Budget Act of 2021 (Chapters 21, 69, and 240, Statutes of 2021).
2. The term "Agreement" means this Grant Agreement.
3. The term "Application" means the Project Information Package and any applicable materials supplied by grantee to the State pursuant to the Application Guidelines.
4. The term "Application Guidelines" means the Procedural Guide for General Fund Specified Planning Grant Projects.
5. The term "Grant" or "Grant Funds" means the money provided by the State to the Grantee in this Agreement.
6. The term "Grant Agreement" means a contractual arrangement between the State and Grantee specifying the payment of funds by the State for the performance of specific project objectives within a specific project performance period by the Grantee.
7. The term "Grantee" means an entity who has a signed agreement for grant funds.
8. The term "Other Sources of Funds" means cash or in-kind contributions that are required or used to complete the project beyond the grant funds provided by this Agreement.
9. The term "Payment Request Form" means Form RA212.
10. The term "Project" means the planning activity described in the Application as modified by Exhibit A to be accomplished with grant funds.
11. The term "Project Budget" means the State approved cost estimate included as Exhibit A to this Agreement.
12. The term "Project Scope" means the description or activity for work to be accomplished by the project.
13. The term "Public Agency" means any State of California department or agency, a county, city, public district, or public agency formed under California law.
14. The term "State" means the Secretary for California Natural Resources or his/her representatives, or other political subdivision of the State.

B. Project Execution

1. Subject to the availability of funds in the Act, the State hereby grants to the Grantee a sum of money (Grant Funds) not to exceed the amount stated on the signature page in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of project in this Agreement and its attachments and under the Terms and Conditions set forth in this Agreement.
2. Grantee shall furnish any and all additional funds that may be necessary to complete the project.

3. Grantee shall complete the project in accordance with the Project Performance Period set forth on the signature page unless an extension has been formally granted by the State and under the Terms and Conditions of this Agreement. Extensions may be requested in advance and will be considered by State, at its sole discretion, in the event of circumstances beyond the control of the Grantee, but in no event beyond **March 1, 2026**.
4. Grantee certifies that the scope of work does and will continue to comply with all current laws and regulations which apply to the planning project identified in Exhibit A, including but not limited to, environmental laws, including but not limited, CEQA, health and safety codes, and disabled access laws
5. Projects must comply with any applicable laws pertaining to prevailing wage and labor compliance.
6. Prior to the commencement of any work, Grantee agrees to submit in writing to the State for prior approval any deviation from the original Project Scope per Exhibit A and the Application. Changes in Project Scope must continue to meet the need cited in the original application or they will not be approved. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the State for approval. Any modification or alteration in the Project must also comply with all current laws and regulations, including but not limited to CEQA.

C. Project Costs

1. Unless otherwise agreed upon, Grant Funds provided to Grantee under this Agreement will be disbursed for eligible costs, on a reimbursement basis, as follows, but shall not exceed in any event the amount set forth on the signature page of this Agreement:
 - a. Approved costs attributed to the planning project. Up to ten percent (10%) of the reimbursement amount will be held back and issued as a final payment upon completion of the Project.
 - b. Remaining Grant Funds shall be paid up to the total amount of the Grant Funds or the actual Project cost, whichever is less, upon completion of the Project, receipt of a detailed summary of Project costs from the Grantee found to be satisfactory by the State, and the satisfactory completion of a site inspection by the State.
 - c. Advance payments may be made at the discretion of the State.
 - d. Grantee agrees to use any Grant Funds advanced by the State under the terms of this Agreement solely for the Project herein described.
2. Payment Documentation:
 - a. All payment requests must be submitted using a completed Payment Request Form. This form must be accompanied by an itemized list of all expenditures that clearly documents the check numbers, dates, recipients, line-item description as described in the project budget approved by the State and amounts. Each payment request must also include proof of payment such as receipts, paid invoices, canceled checks or other forms of documentation demonstrating payment has been made.
 - b. Any payment request that is submitted without the required itemization and documentation will not be authorized. If the payment request package is incomplete, inadequate, or inaccurate, the State will inform the Grantee and hold the payment request until all required information is received or corrected. Any penalties imposed on the Grantee by a contractor, or other consequence, because of delays in payment will be paid by the Grantee and is not reimbursable under this Agreement.
3. Grant funds in this award have a limited period in which they must be expended. Grantee expenditures funded by the State must occur within the time frame of the Project Performance Period as indicated in this Agreement.
4. Except as otherwise provided herein, the Grantee shall expend grant funds in the manner described in the Exhibit A approved by the State. The total dollars of a category in the project budget may be increased by up to ten percent (10%) through a reallocation of funds from another category, without approval by the State. However, the Grantee shall notify the State in writing when any such reallocation is made and shall identify

both the item(s) being increased and those being decreased. Any cumulative increase or decrease of more than ten percent (10%) from the original budget in the amount of a category must be approved by the State. In any event, the total amount of the grant funds may not be increased, nor may any adjustments exceed the limits for management costs as described in the Application Guidelines.

D. Project Administration

1. Grantee shall promptly provide project reports upon request by the State. In any event Grantee shall provide the State a report showing total final project expenditures with the final payment request and required closing documents.
2. Grantee shall make property and facilities acquired or developed pursuant to this Agreement available for inspection upon request by the State.
3. If Grant Funds are advanced, the Grantee shall place these Funds in a separate interest-bearing account, setting up and identifying such account prior to the advance. Interest earned on Grant Funds shall be used on the Project, as approved by the State. Any overpayment of Grant Funds in excess of final project costs shall be returned to the State within sixty (60) days of completion of the Project or the end of the Project performance period as shown on the signature page, whichever is earlier.
4. Grantee shall submit all documentation for project completion, including a notice of completion as applicable and final reimbursement within ninety (90) days of project completion, but in no event any later **than March 1, 2026.**
5. Final payment is contingent upon State verification that project is consistent with project scope as described in Exhibit A, together with any State approved amendments.
6. This Agreement may be amended by mutual agreement in writing between Grantee and State. Any request by the Grantee for amendments must be in writing stating the amendment request and reason for the request. The Grantee shall make requests in a timely manner and in no event less than sixty (60) days before the effective date of the proposed amendment.
7. Grantee must report to the State all sources of other funds for the project.

E. Project Termination

1. Prior to the completion of Project either party may terminate this Agreement by providing the other party with thirty (30) days' written notice of such termination. The State may also terminate this Grant Agreement for any reason at any time if it learns of or otherwise discovers that there is a violation of any state or federal law or policy by Grantee which affects performance of this or any other grant agreement or contract entered into with the State.
2. If the State terminates without cause the Agreement prior to the end of the Project Performance Period, the Grantee shall take all reasonable measures to prevent further costs to the State under this Agreement. The State shall be responsible for any reasonable and non-cancelable obligations incurred by the Grantee in the performance of the Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.
3. If the Grantee fails to complete the project in accordance with this Agreement, or fails to fulfill any other obligations of this Agreement prior to the termination date, the Grantee shall be liable for immediate repayment to the State of all amounts disbursed by the State under this Agreement, plus accrued interest and any further costs related to the project. The State may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed provided that the State determines it is in the State's best interest to do so. This paragraph shall not be deemed to limit any other remedies available to the State for breach of this Agreement.
4. Failure by the Grantee to comply with the terms of this Agreement or any other agreement under the Act may be cause for suspension of all obligations of the State hereunder.

5. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for suspending all obligations of the State hereunder if, in the judgment of the State, such failure was due to no fault of the Grantee. At the discretion of the State, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
6. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this Agreement, is the for the purposes as stated in the Application for the people of the State of California, and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of grant funds under the provisions of this Agreement, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the grant funds disbursed under this Agreement by the State would be inadequate compensation to the State for any breach by the Grantee of this Agreement. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this Agreement shall be the specific performance of this Agreement, unless otherwise agreed to by the State.

F. Hold Harmless

1. Grantee shall waive all claims and recourses against the State, including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Agreement, except claims arising from the gross negligence of State, its officers, agents and employees.
2. Grantee shall indemnify, hold harmless and defend State, its officers, agents and employees in perpetuity against any and all claims, demands, damages, costs, expenses or liability costs arising out of the project, including development, construction, operation or maintenance of the property described in the project description which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise, including but not limited to items to which the Grantee has certified, except for liability arising out of the gross negligence of State, its officers, agents or employees. Grantee acknowledges that it is solely responsible for compliance with items to which it has certified.
3. Grantee and State agree that in the event of judgment entered against the State and Grantee because of the gross negligence of the State and Grantee, their officers, agents or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

G. Financial Records

1. Grantee shall maintain satisfactory financial accounts, documents, and records for the project and to make them available to the State for auditing at reasonable times. Grantee shall also retain such financial accounts, documents, and records for three (3) years after final payment and one (1) year following an audit.
2. Grantee agrees that during regular office hours, the State and its duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the Grantee pertaining to this Agreement or matters related thereto. Grantee shall maintain and make available for inspection by the State accurate records of all of its costs, disbursements, and receipts with respect to its activities under this Agreement.
3. Grantee shall use applicable Generally Accepted Accounting Principles, unless otherwise agreed to by the State.

H. Materials/Plans

1. The Grantee agrees that all data, plans, drawings, specifications, surveys, studies, and other written or graphic work produced in the performance of this Agreement, herein referred to as "materials" are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so.
2. Grantee agrees that the grantee shall use the materials developed with grant funds under this agreement only for the purpose for which the grant funds were requested and no other use of the materials shall be permitted except by written permission.

3. Grantee must certify the materials developed with grant funds under this agreement shall remain available for public review. This Agreement shall not prevent the transfer of the materials from the Grantee to a Public Agency, if the successor Public Agency assumes the obligations imposed by this Agreement.
4. If the use of the materials is changed to a use that is not permitted by the Agreement, or if the materials are sold or otherwise disposed of, at the State's sole discretion, an amount equal to (1) the amount of the Grant, or (2) the proceeds from the sale or other disposition, whichever is greater, may be reimbursed to the State.

I. Nondiscrimination

1. During the performance of this grant, grantee and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any person because of sex, sexual orientation, race, color, religious creed, marital status, denial of family and medical care leave, ancestry, national origin, medical condition (cancer/genetic characteristics), age (40 and above), disability (mental and physical) including HIV and AIDS, denial of pregnancy disability leave or reasonable accommodation. Grantee and subcontractors shall ensure that the evaluation and treatment of all persons, and particularly their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs, tit. 2, §7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12990 (a)–(f), are incorporated into this grant by reference and made a part hereof as if set forth in full (Cal. Code Regs, tit. 2, §7285.0 et seq.). Grantee shall include this non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the grant.
2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable difference in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. The completed Project shall be available to members of the public generally.

J. Application Incorporation

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

K. Severability

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

L. Waiver

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

M. Assignment

Except as expressly provided otherwise, this Agreement is not assignable by the Grantee either in whole or in part.

N. Disputes

If the Grantee believes that there is a dispute or grievance between Grantee and the State arising out of or relating to this Agreement, the Grantee shall first discuss and attempt to resolve the issue informally with the

Agency Grants Administrator. If the issue cannot be resolved at this level, the Grantee shall follow the following procedures:

1. If the issue cannot be resolved informally with the Agency Grants Administrator, the Grantee shall submit, in writing, a grievance report together with any evidence to the Deputy Assistant Secretary for Bonds and Grants for the California Natural Resources Agency. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Grantee's position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Grantee, the Deputy Assistant Secretary shall make a determination on the issue(s) and shall respond in writing to the Grantee indicating the decision and reasons, therefore. Should the Grantee disagree with the Deputy Assistant Secretary's decision, the Grantee may appeal to the Assistant Secretary for Administration and Finance for the Natural Resources Agency.
2. The Grantee must submit a letter of appeal to the Assistant Secretary explaining why the Deputy Assistant Secretary's decision is unacceptable. The letter must include, as an attachment, copies of the Grantee's original grievance report, evidence originally submitted, and response from the Deputy Assistant Secretary. The Grantee's letter of appeal must be submitted within ten (10) working days of the receipt of the Deputy Assistant Secretary's written decision. The Assistant Secretary or designee shall, within twenty (20) working days of receipt of Grantee's letter of appeal, review the issues raised and shall render a written decision to the Grantee. The decision of the Assistant Secretary or designee shall be final.

O. Audit Requirements

Grant projects are subject to audit by the State annually and for three (3) years following the final payment of grant funds. The audit shall include all books, papers, accounts, documents, or other records of the Grantee, as they relate to the project for which the grant funds were granted.