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**DEPARTMENT OF
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ENGINEERING**

TED ALLEN, PE
CITY ENGINEER

1149 S. BROADWAY, SUITE 700
LOS ANGELES, CA 90015-2213

<http://eng.lacity.org>

January 5, 2024

The Honorable City Council
c/o Holly L. Wolcott
City Clerk
Room 360, City Hall

COUNCIL FILE NO. 22-1461 – L.A. River Fish Habitat Pilot Project

SUMMARY

Per the request of the City Council (22-1461) the City Engineer has applied for a Grant from the Wildlife Conservation Board (WCB) for the L.A. River Fish Habitat Pilot Project – Reach 8A (Project) and now seeks authorization to execute the grant agreement. The City Engineer also requests funding and authority to execute an agreement with California Department of Fish and Wildlife (CDFW) for a grant to fund the remainder of the anticipated Project cost.

RECOMMENDATION

That the City Council:

1. AUTHORIZE the City Engineer to execute a grant agreement with the Wildlife Conservation Board (WCB) for \$5,265,505 to complete the design, construction, and monitoring of the L.A. River Fish Habitat Pilot Project-Reach 8A (Project).
2. AUTHORIZE the City Engineer to apply for a grant from the California Department of Fish and Wildlife (CDFW) for \$2,093,840 and to execute a grant agreement with CDFW to finance the anticipated remaining cost of the Project.
3. AUTHORIZE the Bureau of Engineering (BOE), or designee, to accept the WCB and CDFW grant funds and deposit the grant funds into a new account in the Engineering Special Services Fund No. 682, Department No. 50, entitled "L.A. River Fish Habitat Pilot Project", to provide the BOE with funding for Project related expenditures, including City staff costs.
4. AUTHORIZE the City Engineer, or designee, to make any technical or accounting corrections, revisions, or clarifications, as needed, to the above recommendations in order to effectuate the intent of the City Council.



5. INSTRUCT the City Administrative Officer (CAO) to identify \$1.5 million in front funding for this project through CTIEP or other available options.

BACKGROUND

On November 22, 2022, the City Council adopted a motion (C.F. 22-1461) authorizing the City Engineer to apply for a grant from the WCB and the Santa Monica Mountains Conservancy (SMMC) for the Project.

The Project is consistent with goals outlined in the adopted 2007 Los Angeles River Revitalization Master Plan (LARRMP) and the adopted 2016 Corps of Engineers' LA River Ecosystem Restoration Project to restore aquatic habitat in and along the L.A. River. The Project has been gradually developed by a variety of agencies and organizations over several years including the Bureau of Engineering (BOE), U.S. Bureau of Reclamation, the California Wildlife Conservation Board, and the Council for Watershed Health (CWH).

On March 19, 2019, the City Council adopted a motion instructing BOE to partner with the CWH to seek and complete work under a Wildlife Conservation Board grant to develop approaches to increase habitat function in the low-flow channel of the L.A. River and to begin the design and modeling of potential restoration options along 4.5 miles of the Los Angeles River from the Arroyo Seco to Washington Street (C.F. 19-0111).

The 2019 grant was awarded to the CWH who coordinated with City staff to develop: a Conceptual Ecological Model and Limiting Factors Analysis for Steelhead in the Los Angeles River Watershed; a 30 percent level Basis of Design Report; a Reach 8A Design Development Technical Memorandum; a 60 percent level Basis of Design report and engineering plan set; an environmental review and strategy including permitting applications; and a draft California Environmental Quality Act (CEQA) approach for the Project.

Based on this work BOE has submitted a grant application to WCB to develop the 100% design and engineering, secure permits, complete an environmental clearance document, and construct a ¼-mile feature in the bed of the L.A. River, just downstream from the Main Street Bridge. This Project, in addition to its independent value and utility, is intended to further inform the implementation of similar features along the many miles of the L.A. River and its tributaries that are concrete-lined and have low-flow channels.

DISCUSSION

The WCB staff have reviewed the City's application and believe that the Project has a good chance of receiving WCB board approval for funding in February 2024. However, the WCB requires a signed grant agreement prior to going to their Board to award the grant. Therefore, this report requests the authorization of the City Engineer to sign the WCB grant agreement that has similar terms and conditions to the sample agreement (Attachment 1).

The BOE also requests authorization to seek additional grants to fully fund the Project including from the SMMC and the California Department of Fish and Wildlife (CDFW). The CDFW staff believes the Project would be a good fit for a fish passage grant and has requested a submittal and would like to enter into a final agreement. Therefore, the City Engineer is requesting authority to submit the final grant package and execute the grant agreement with similar terms and conditions to the CDFW General Grant Provisions (Attachment 2).

FISCAL IMPACT

The grants discussed in this report are anticipated to cover the staff, consultant, and construction costs for the Project. However, the grants will be on a reimbursement basis and therefore will require front-funding by the City to cashflow the Project until sufficient grant reimbursements have been received. The Project has already received \$75,000 in CTIEP funding in FY23-24 and has a pending CTIEP request for FY24-25 of \$100,000.

Additional information can be provided by Edward Belden at BOE, and he can be reached at edward.belden@lacity.org.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Ted Allen', is written over a red digital signature line. Above the signature, the word 'ENGINEERING' is printed in small, light blue capital letters. Below the signature, there is a red digital timestamp that reads 'Electronically signed by Ted Allen on 1/5/2024 11:45:23 AM'.

Ted Allen, P.E.
City Engineer

TA/DW:cj:eb

Attachments:

1. WCB Sample Agreement

cc: Randall Winston, Office of the Mayor
Aura Garcia, Board of Public Works
Teresa Villegas, Board of Public Works

CALIFORNIA WILDLIFE CONSERVATION BOARD

GRANT AGREEMENT

Between

STATE OF CALIFORNIA, WILDLIFE CONSERVATION BOARD

and

City of Los Angeles (grantee)

and

City of Los Angeles (landowner)

for

L.A. River Fish Habitat Pilot Project-Reach 8A

LOS ANGELES COUNTY, CALIFORNIA

WC-XXXXXX

**State of California
Natural Resources Agency
Department of Fish and Wildlife
Wildlife Conservation Board**

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Program Manager completes all portions not in RED (delete this line prior to submittal).

GRANTEE:

Name: City of Los Angeles
Address: 1149 S. Broadway, Los Angeles, CA 90015
Attn.: Edward Belden
Phone: 213-485-1093
E-mail: Edward.Belden@lacity.org

GRANTOR:

Wildlife Conservation Board
P.O. Box 944209
Sacramento, California 94244-2090
Attn.: _____, State Representative
Phone: (916) 323-XXXX
E-mail: _____@wildlife.ca.gov

LANDOWNER:

Name: [Use "Same as Grantee" if appropriate]
Address:
Attn.:
Phone:
E-mail:

Grant Agreement No.:

WC-_____

Board Approval Date:

Projected Completion Date: _[END DATE FOR CAPITAL IMPROVEMENTS], 20 ____

Terms of Agreement:

Capital Improvements:

Notice to Proceed Date (_____) [TO BE FILLED IN
WHEN N.T.P. IS SENT] through DATE

Management:

Completion of Capital Improvements to DATE

Project Life:

Twenty-five years or Terms of Agreement (Planning or TA projects)

Project ID:

Grant Amount:

\$_____

Fund Source:

Proposition _____

1. SCOPE OF AGREEMENT

Pursuant to the Wildlife Conservation Law of 1947, [**CHOOSE ONE: Chapter 4.0 {for Habitat Enhancement and Restoration, UC Reserve, public access or ERAL}, Chapter 4.1 (California Riparian Habitat Conservation Program), OR Chapter 4.3 (Inland Wetlands Conservation Program)**] of Division 2, (commencing with Section **CHOOSE ONE: 1300 [General], 1385 [Riparian] or 1400 [Inland Wetlands]**) of the California Fish and Game Code; the [*insert citation from Funding Certification or Line Item for applicable Fund Source, e.g., Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (Proposition 84), Public Resources Code Section 75055(a)*]; and the approval granted by the Wildlife Conservation Board on **DATE**, the Wildlife Conservation Board (Grantor) hereby grants to [**Eligible Public or Non-profit Entity**], [**OPTIONAL, if you know it, the form of nonprofit entity, e.g., “a California nonprofit public benefit corporation”**] (Grantee), a sum not to exceed _____ dollars (\$_____) (Grant Funds), upon and subject to the terms and conditions of this Grant Agreement (Agreement).

2. PURPOSES OF GRANT

Grantor is entering into this Agreement, and the Grant Funds shall be used, only for the purpose of assisting Grantee with the project generally described as: [briefly describe project; must be consistent with purposes of program and allowed uses of fund source identified in Paragraph 1] (Project) on approximately _____ acres of [privately-owned] land commonly known as _____, located in _____ County, California (Property). The Property is generally shown on the attached Exhibit A - LOCATION MAP. [**CHOOSE ONE: Grantee OR the Name of the Landowner**] is the fee owner of the Property.

3. CONDITIONS OF GRANT

Grantor's obligation to disburse Grant Funds under this Agreement is conditioned upon and subject to the satisfactory completion of all of the following conditions:

- 3.1 Grantor shall have reviewed and approved all documents pertaining to the Project, including, without limitation, feasibility and planning studies, designs, plans, budgets, cost estimates, timelines, and agreements. Such review and approval by Grantor will be for compliance with this Agreement as well as funding and other requirements applicable to Grantor and shall not be unreasonably withheld.
- 3.2 Grantor shall have reviewed and approved a certified resolution or other appropriate action of the governing board or governing body of Grantee, authorizing the execution and performance of this Agreement and the carrying out of the Project by Grantee.
- 3.3 Grantee shall have disclosed all funding sources for the Project, including all amounts applied for or obtained from sources other than Grantor. These amounts shall be reflected in the attached Exhibit B – BUDGET (Budget) by Budget category. As between Grantor and Grantee, Grantee shall be responsible for any and all Project costs that exceed the amount of the Grant Funds provided under this Agreement.

- 3.4 The grant proposal shall have been approved by the Wildlife Conservation Board at a public meeting, this Agreement shall have been fully executed by Grantor and Grantee, and Grantee shall have received a written "Notice to Proceed" from Grantor. The approval of the grant proposal by the Wildlife Conservation Board, if such approval is given, shall not constitute authorization for the commencement of the Project or expenditure of Grant Funds. No expenditure made or activity initiated prior to Grantee's receipt of a written Notice to Proceed from Grantor will be eligible for reimbursement by Grantor.

4. DISBURSEMENTS

- 4.1 Upon satisfaction of all of the Conditions of Grant set forth in Section 3, above, and so long as Grantee is not in breach or default under this Agreement, Grantor agrees to disburse the Grant Funds to Grantee, in arrears, in installments as set forth in this Section 4. Disbursements shall be made not more frequently than monthly and disbursements of less than \$5,000 should be made not more frequently than quarterly. All disbursements shall be subject to the availability of funds for purposes of the Project as provided in Section 4.8.
- 4.2 Grantee shall request disbursement of Grant Funds by submitting a disbursement request to Grantor for approved budgeted work performed on the Project in accordance with Section 4.3. Disbursement shall be contingent upon approval of the disbursement request by Grantor.
- 4.3 The disbursement request must be submitted on Grantee's letterhead, signed by an authorized representative of Grantee, and include a written description of the work completed during the period of the disbursement request. Requests for disbursement must be itemized using the same categories included in the attached Budget. A [Disbursement Request Template](#) provides the format to use for submitting disbursement requests to Grantor. Each disbursement request shall contain supporting or back-up documentation for all amounts shown on the request, including receipts for all materials and supplies, all Grantee staff time shown by number of hours worked and hourly rate, and all contractor or sub-contractor services.
- 4.4 Grantor may withhold ten percent (10%) of the total approved amount from each disbursement (Retained Grant Funds) until Grantor has approved the completion of the Project, the final report required by Section 6.4, and the final request for disbursement.
- 4.5 Upon completion of Project activities, Grantee may request disbursement of the Retained Grant Funds. Grantee shall submit this request no later than thirty (30) days after the Projected Completion Date (as defined in Section 6.1).

- 4.6 Please submit disbursement requests electronically to WCB at WCB Clerical@wildlife.ca.gov and WCB Project Manager [Name here](#) (your.name@wildlife.ca.gov) with "Project ID [redacted] Invoice No. ____" in the subject line.

Alternatively, hard copy requests for disbursement can be sent to:

Wildlife Conservation Board
P.O. Box 944209
Sacramento, California 94244-2090
Attn: [Project Manager name](#)

- 4.7 Grantee shall reimburse Grantor for any erroneous disbursement of Grant Funds under this Agreement. Reimbursement shall occur within 30 days of written demand by Grantor. Interest shall accrue at the highest rate allowed by law from the time that reimbursement becomes due and owing until received by Grantor.
- 4.8 Despite any contrary provision of this Agreement, Grantor shall not be obligated to disburse any remaining unpaid portion of the Grant Funds unless and until sufficient funds identified for allocation to the Project (as further specified in the Funding Certification attached to this Agreement) are released by the State Treasurer's Office to Grantor for expenditure for this grant. No request for disbursement submitted prior to the release of such funds to Grantor shall be effective.
- 4.9 With the final invoice, Grantee shall provide a completed [Final Cost Share Accounting Form](#) when work is completed. The completed Final Cost Share Accounting Form shall identify and delineate all cost share funds expended and in-kind services provided during the Grant term before Project completion and will be consistent with Exhibit B – BUDGET.

5. BUDGET AND INDIRECT COSTS

- 5.1 The attached Budget is an estimate of the Grantee's anticipated costs for the Project and discloses all funding sources for the Project, including all amounts applied for or obtained from sources other than Grantor. Should the Budget not disclose all funding sources for the Project, Grantor may refer this grant to the Department of Finance for a Project audit. Grantee may seek additional funding from sources other than Grantor, with Grantor's approval, to cover cost increases or to reduce Grantor's cost share. Should Grantee obtain additional funds from sources other than Grantor, Grantee shall promptly notify Grantor of the amounts and sources of the additional funding and submit a proposed new budget reflecting any changes to Grantor for its approval.

When actual Project costs indicate that the costs of certain Budget categories payable by Grantor are higher than estimated, and these higher costs are offset by lower costs in other Budget categories payable by Grantor, the Grantee may submit a written request to Grantor to shift funds between such Budget categories. Contingencies shall be used only upon written approval by Grantor. Grantor shall approve or deny a requested Budget revision or use of contingencies in writing within 10 business days of receipt of Grantee's written request.

- 5.2 Indirect cost rates are limited to 20 percent of the total direct WCB Grant Funds minus subcontractor and equipment costs. Any amount over 20 percent will not be funded but may be used as cost share. If Grantee seeks to recover indirect or administrative costs, this item should be included as a line item in the Budget. Any cost that is billed as a direct cost may not be included in indirect cost rates. Indirect costs include, but are not limited to, the following: workers compensation insurance, utilities, office space rental, phone, and copying which is directly related to completion of the Project.

Costs for subcontractors and purchase of equipment cannot be included in the calculation of indirect costs in the Budget. It is the responsibility of the Grantee to keep documentation for all indirect costs claimed in Exhibit B. For all indirect costs claimed, Grantee must keep backup documents in audit-ready files (these documents are not provided to WCB).

6. GRANTEE'S COVENANTS

In consideration of this Agreement, Grantee hereby covenants and agrees as follows:

- 6.1. Grantee will complete or cause to be completed all Project activities in accordance with Grantee's proposed design and specifications submitted to Grantor, a copy of which is attached as Exhibit C - WORK PLAN and incorporated herein by this reference, on or before _____, 20__ (Projected Completion Date). The Project will be considered complete when all Project activities have been completed and Grantor has approved the completion of the Project, the final report required by Section 6.4, and the final request for disbursement.
- 6.2 Grantee is responsible for obtaining all necessary permits and approvals for the Project (including its construction, management, monitoring, operation, use and maintenance), and complying with all federal, state and local statutes, laws, regulations, ordinances, orders and other governmental and quasi-governmental requirements that apply to the Project (including its construction, management, monitoring, operation, use and maintenance).
- 6.3 Grantee shall recognize the cooperative nature of the Project and shall provide credit to the Grantor [*add if applicable: and the California Department of Fish and Wildlife*] on signs, demonstrations, promotional materials, advertisements, publications and exhibits prepared or approved by Grantee referencing the Project. Any sign installed on the Property referencing the Project shall be subject to the mutual agreement of Grantor, Grantee and Landowner regarding text, design and location and shall display the logo of Grantor. **[FOR P-12, P68, or P- 84 FUNDED PROJECTS INSERT INTO THE LAST SENTENCE OF THIS PARAGRAPH]** Grantee shall post one or more signs on the Property to indicate the participation of Grantor in providing Grant Funds for the Project and a logo referencing the fund source (Proposition 12, Proposition 68, or Proposition 84); which logo(s) is/are available on Grantor's website: www.wcb.ca.gov.
- 6.4 Not later than 30 days following the completion of all Project activities Grantee will submit one hard copy and one digital copy of a final report of accomplishments,

including pre- and post-Project photographs and a final design or site plan of the Project, to Grantor.

- 6.5 Grantee shall ensure that the Property [*restored/enhanced*] with funds provided by Grantor is operated, used and maintained throughout the Project Life consistent with the Purposes of Grant and in accordance with the long-term management plan for the Project attached as Exhibit D – MANAGEMENT PLAN. [*If Project is on private land, then add:] Grantee may contract with Landowner to manage the Project on behalf of Grantee, however, as between Grantor and Grantee such management will remain the responsibility of Grantee.*
- 6.6 The Grantee shall [*OR, if Grantee is not the Landowner:* The Grantee shall cause the Landowner to] permit Grantor,[the California Department of Fish and Wildlife,] and _____, and their respective members, officers, employees, agents and representatives, to access the Property at least once every twelve months from the date of Grantor's Notice to Proceed through the end of the Project Life for purposes of inspections, monitoring [and _____]. Such access shall be at times reasonably acceptable to the Landowner and the requester following written or verbal request to the Grantee.

7. BREACH AND REMEDIES

- 7.1 In the event of a breach of Grantee's obligations under this Agreement, Grantor shall give notice to Grantee describing the breach. If Grantee does not cure the breach described in the Grantor's notice within 90 days after the date of Grantor's notice (or, if the breach cannot reasonably be cured within 90 days, Grantee does not commence the cure within the 90-day period and diligently pursue it to completion), then Grantee shall be in default of this Agreement.
- 7.2 In the event of a default by Grantee before the Project is complete then, in addition to any and all other remedies available at law or in equity, Grantor may seek specific performance of this Agreement. Grantee agrees that specific performance is an appropriate remedy because the benefits to Grantor from Grantee's completion of the Project in accordance with this Agreement, as described in Section 2 (Purposes of Grant), are unique and damages would not adequately compensate Grantor for the loss of such benefits.
- 7.3 In the event of a default by Grantee, in addition to any and all other remedies available at law or in equity, Grantor may withhold Grant Funds from Grantee or may require reimbursement of Grant Funds that were disbursed in error due to a breach of the Grant terms, including incorrect billing of indirect costs as identified in Section 5.2.
- 7.4 In the event of a default by Grantee, in addition to any and all other remedies available under this Agreement, at law or in equity, Grantor may require Grantee to reimburse the Grant Funds to Grantor in an amount determined by application of the following Reimbursement Formula:

"Reimbursement Formula"

Formula: Dollar amount of Grant Funds divided by Project Life, times the number of years remaining in the Project Life.

Example: Grantor grants \$50,000 to Grantee for the restoration and enhancement of wetland and riparian habitat, and the Project Life is 25 years. With 10.5 years remaining on the Project Life, the Grantee is in default under the Agreement. The reimbursement amount would be \$21,000, calculated as follows:

$$(\$50,000 \div 25 \text{ years}) \times 10.5 \text{ years} = \$21,000$$

Reimbursement shall be due from Grantee immediately upon written demand by Grantor. Interest shall accrue at the highest rate allowed by law from the time that the reimbursement becomes due until it is actually received by Grantor.

- 7.5 Any costs incurred by Grantor, where Grantor is the prevailing party, in enforcing the terms of this Agreement, including but not limited to costs of suit, attorneys' and experts' fees, at trial and on appeal, and costs of enforcing any judgment, shall be borne by Grantee.
- 7.6 Waiver of any breach or default by Grantee shall not be deemed to be a waiver of any subsequent breach or default, nor shall it constitute a modification of this Agreement.

8. ADDITIONAL TERMS AND CONDITIONS

8.1 Grantee Responsible for Project

While the Grantor undertakes to assist the Grantee with the Project by providing a grant pursuant to this Agreement, the Project itself remains the sole responsibility of the Grantee. Grantor undertakes no responsibilities to the Grantee, the Landowner, or any third party, other than as expressly set out in this Agreement. The responsibility for implementing the Project is solely that of the Grantee, as is the responsibility for any claim or suit of any nature by any third party related in any way to the Project.

8.2 Contracts

All agreements between Grantee and any third party related to the Project must be in writing and contain language that establishes the right of the auditors of the State of California to examine the records of the third party relative to the goods, services, equipment, materials, supplies or other assistance provided to Grantee for the Project. Grantee shall provide a complete copy of each agreement over \$10,000 to Grantor prior to commencing work.

[If Grantee is a nonprofit organization and the State owned public land, add: Grantee shall obtain at least three (3) competitive bids or proposals for any portion of the Project for which Grantee intends to contract with a third party, and shall award the contract to the lowest cost responsible and qualified bidder.]

8.3 Indemnification

To the fullest extent permitted by law, Grantee shall indemnify, protect, and hold harmless the Wildlife Conservation Board and the State of California, and their

respective members, officers, agents, employees and representatives, from and against any and all claims, demands, damages, losses, costs (including attorneys' fees), expenses, and liability of any nature (Claims) arising out of or incident to the Project, Grantee's entry upon and use of the Property, and the performance of, or failure to observe or perform, any obligations of the Grantee under this Agreement. The obligations of Grantee under this Section 8.3 include, without limitation, Claims resulting from the generation, use, storage, disposal, release or threatened release of any hazardous or toxic substance, material or waste; petroleum or petroleum products and other substances that present a threat to human health or the environment.

8.4 Amendment; Severability

This Agreement may be modified only by a written amendment [signed by Grantor, Grantee and Landowner](#). No oral or written understanding or agreement not incorporated in this document shall be binding on the parties.

If any provision of this Agreement or the application thereof to any person or circumstance is held to be invalid or unenforceable, that shall not affect any other provision of this Agreement or applications of the Agreement that can be given effect without the invalid provision or application. To this end the provisions of this Agreement are severable.

8.5 Independent Capacity of Grantee; Withholding and Payments

Grantee, its members, officers, directors, employees, agents, and representatives, is each acting in an independent capacity in entering into and carrying out this Agreement, and not as a partner, member, officer, agent, employee, or representative of Grantor. Grantee is responsible for withholding and paying employment taxes, insurance and deductions of any kind required by federal, state, or local laws.

8.6 No Assignment or Transfer

This Agreement is not assignable or transferable by Grantee, either in whole or in part, without the prior written consent of Grantor which Grantor may grant or withhold in Grantor's discretion.

8.7 Accounting/Records/Audits

Grantee shall maintain complete and accurate records of its actual Project costs, in accordance with generally accepted accounting principles and practices, and shall retain said records for at least three years after final disbursement by Grantor. During such time, Grantee shall make said records available (or cause them to be made available) to the State of California for inspection and audit purposes during normal business hours. Expenditures not documented, and expenditures not allowed under this Agreement or otherwise authorized in writing by Grantor shall be borne by Grantee. The audit shall be confined to those matters connected with this Agreement, including but not limited to administration and overhead costs.

8.8 Use of Grant Funds to Secure Additional Funding

Grantee agrees that the funding provided under this Agreement shall not be used as cost share for other grants, or to secure loans or other monetary awards without written approval from the Executive Director, Wildlife Conservation Board. Such approval shall

not be unreasonably withheld as long as the purposes for which the grant was awarded are maintained.

8.9 Termination or Suspension of Agreement

At any time before Grantee has broken ground on the Project Grantor may terminate this Agreement for any reason by providing Grantee not less than 30 days written notice of termination. In addition, Grantor may suspend this Agreement at any time upon written notice to Grantee. In either case, Grantee shall immediately stop work under this Agreement and take all reasonable measures to prevent further costs to Grantor. The Grantor shall be responsible for reasonable and non-refundable obligations or expenses incurred by the Grantee under 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 shall remain in effect until Grantor authorizes work to resume by giving further written notice to Grantee.

8.10 Resolution of Disputes

The State Project Representative is identified on Page 1 of this Agreement. The State Project Representative has initial jurisdiction over each controversy arising under or in connection with the interpretation or performance of this Agreement or disbursement of Grant Funds. The Grantee will diligently pursue with the State Project Representative a mutually agreeable settlement of any such controversy.

If the controversy cannot be resolved between Grantee and the State Project Representative, the Grantee must direct the grievance together with any evidence, in writing, to the Executive Director of the Wildlife Conservation Board. The grievance must state the issues in the dispute, the legal authority or other basis for the Grantee's position and the relief sought.

The Executive Director or designee shall meet with a representative of the Grantee to review the issues. A written decision signed by the Executive Director or designee shall be returned to the Grantee within twenty (20) working days of the conclusion of this meeting.

8.11 Drug-Free Workplace Certification

By signing this Agreement, Grantee hereby certifies under penalty of perjury under the laws of the State of California that Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- 8.11.1 Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- 8.11.2 Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) 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 counseling, rehabilitation, and employee assistance programs; and,
- d) penalties that may be imposed upon employees for drug abuse violations.

8.11.3 Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed contract:

- a) will receive a copy of the company's drug-free policy statement; and,
- b) will agree to abide by the terms of the company's statement as a condition of employment on the contract.

Failure to comply with these requirements may result in suspension of disbursements under this Agreement or termination of the Agreement or both and Grantee may be ineligible for award of any future state contracts if the Grantor determines that any of the following has occurred: (1) Grantee has made false certification, or (2) Grantee violates the certification by failing to carry out the requirements as noted above.

8.12 Union Organizing

By signing this Agreement, the Grantee hereby acknowledges the applicability to this Agreement of Government Code Sections 16645 through 16649, and certifies that:

- 8.12.1 No state funds disbursed by this grant will be used to assist, promote, or deter union organizing;
- 8.12.2 Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure;
- 8.12.3 Grantee shall, where state funds are not designated as described in 8.12.2 above, allocate, on a pro-rata basis, all disbursements that support the grant program; and
- 8.12.4 If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

8.13 Labor Code Requirements; Prevailing Wage

State grants may be subject to California Labor Code requirements, which include prevailing wage provisions. Certain State grants administered by the California Wildlife Conservation Board and the California Department of Fish and Wildlife are not subject to Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the Labor Code. For more details, please refer to California Fish and Game Code Section 1501.5 and to the Department of Industrial Relations (DIR) website at <http://www.dir.ca.gov>. Grantee shall pay prevailing wage to all persons employed in the performance of any part of the Project if required by law to do so.

8.14 Disposition of Equipment

Title or ownership of equipment with a unit cost of \$5,000 or more may be retained by Grantee or Grantor upon end of the grant cycle; final disposition will be coordinated by WCB's Grant Manager.

8.15 Informational Products

All informational products (e.g. data, studies, findings, management plans, manuals, photos etc.) relating to California's natural environment and produced with the use of public funds shall be cataloged in the California Geoportal (<https://gis.data.ca.gov>), maintained by the California Department of Technology.

8.16 Non-Discrimination

During the performance of this Agreement, Grantee shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition, marital status, age (over 40), sex, sexual orientation, or use of family-care leave, medical-care leave, or pregnancy-disability leave. Grantee shall take affirmative action to ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination and harassment. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Grantee shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 (a-f) et seq.), and applicable regulations (California Code of Regulations, Title 2, Section 7285 et seq.). The regulations of the Fair Employment and Housing Commission regarding Contractor Nondiscrimination and Compliance (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations) are incorporated by reference into this Agreement. Grantee shall give written notice of its obligations under this non-discrimination clause to labor organizations with which Grantee has a collective bargaining or other agreement and shall post in conspicuous places available to employees and applicants for employment, notice setting forth the provisions of this section. Grantee shall also include the nondiscrimination and compliance provisions of this Agreement in all contracts related to the Project.

8.17 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 and grants with, and to refrain from entering any new contracts or grants with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should Grantor determine 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. Grantor shall provide Grantee advance written notice of

such termination, allowing Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of Grantor.

9. NOTICE OF AGREEMENT

The terms, conditions and restrictions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their personal representatives, heirs, successors, and assigns and shall continue as a servitude running with the Property for the Project Life.

Grantee and [Landowner](#) each agrees to sign, have acknowledged by a Notary Public, and deliver to Grantor for recording a separate document, in a form substantially as shown in Exhibit E - NOTICE OF UNRECORDED GRANT AGREEMENT, to provide constructive notice of this Agreement.

10. AUTHORIZATION

The signature of the Executive Director certifies that at the meeting of the Wildlife Conservation Board held on _____, 20____, the Board authorized the award of a grant of up to \$_____ to Grantee for the Project.

11. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one, and the same instrument.

12. ELECTRONIC SIGNATURES

The Parties agree to accept electronic signatures (as defined in Section 1633.2 of the California Civil Code), faxed versions of an original signature, or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

13. EFFECTIVENESS OF AGREEMENT

This Agreement shall be deemed executed and effective when fully signed by authorized representative(s) of each of Grantor, [Grantee and Landowner](#). Each party shall sign original counterparts of this Agreement, by written signature, via DocuSign, or another electronic method acceptable to Grantor. Each fully executed counterpart shall be deemed an original. Grantee and [Landowner\(s\)](#) shall each receive a fully executed original and Grantor shall receive one fully executed original.

14. EXHIBITS

Each of the Exhibits referenced in this Agreement is incorporated by reference as though set forth in full herein. The following Exhibits are attached to this Agreement:

Exhibit A – Location Map

Exhibit B – Budget

Exhibit C – Work Plan

Exhibit D – Management Plan

Exhibit E – Form of Notice of Unrecorded Grant Agreement

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement.

GRANTOR

STATE OF CALIFORNIA
WILDLIFE CONSERVATION BOARD

By: _____ Date: _____
John P. Donnelly
Executive Director

GRANTEE

NAME OF ORGANIZATION

By: _____ Date: _____
Print Name: _____
Title: _____

By signing below, Landowner approves the Project and authorizes Grantee, its agents, employees, representatives, invitees, contractors, and subcontractors to enter on and use the Property for all purposes necessary or appropriate to carry out the Project and the obligations of Grantee under this Agreement. Landowner agrees to ensure that any activity on or use of the Property is consistent with the Purposes of Grant and the long-term management plan for the Project attached as Exhibit D - MANAGEMENT PLAN.

LANDOWNER

NAME and NAME OF ORGANIZATION if applicable (for example, John Smith, Smith Farms)

By: _____ Date: _____
Print Name: _____
Title: _____

EXHIBIT A – Location Map

EXHIBIT B - Budget

Project Task	WCB	Grantee	State Sources	Federal Sources	Local Sources	Total
Project Management						
Permitting						
Monitoring						
Construction						
Restoration						
Indirect Costs						
TOTAL						

EXHIBIT C – Work Plan

Start with a lead in paragraph or two describing the scope of the project. Follow that with a description of actions, deliverables and to be completed items for each task. Include a timeline with estimated completion dates

EXHIBIT D - Management Plan

If at any time during the 25-year life of the project, the Grantee does not manage and maintain the project improvements, the Grant Agreement requires that it refund to the state of California an mortized amount of funds based on the number of years left on the project life.

EXHIBIT E -
Notice of Unrecorded Grant Agreement

Recording requested by,
and when recorded mail to:

STATE OF CALIFORNIA
Department of Fish and Wildlife
Wildlife Conservation Board
P.O. Box 944209
Sacramento, California 94244-2090

_____Space above this line for Recorder's Use_____

Project: **NAME**

County:

Project ID:

NOTICE OF UNRECORDED GRANT AGREEMENT

A Grant Agreement titled for reference purposes as **NAME** (Agreement No. **XXXX**), was entered into by and between the State of California, by and through the Wildlife Conservation Board (Board), **NAME** (Grantee) and **NAME** (Landowner). As this recording is on the behalf of the State, please note the recording of these documents is not subject to payment of fees pursuant to Section 27383 of the Government Code.

The Board, Grantee and Landowner entered into said Grant Agreement (No. WC-XXXX), pursuant to which the Board granted funds to Grantee to perform certain activities on the certain real property in XXXX County owned by the Landowner, to **BRIEF PROJECT DESCRIPTION, E.G., RESTORE WETLAND HABITAT**. The Grant Agreement term runs from **DATE**, through **DATE**, for capital improvements and restoration activities and from **DATE**, through **DATE (typically 25 years)**, for management and monitoring practices. The terms, conditions and restrictions of the Grant Agreement are binding upon and inure to the benefit of the Landowner, and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running for the project life span of the project on the subject lands as described in Exhibit "A" attached hereto and incorporated herein by this reference. For additional terms and conditions of the Grant, reference should be made to the Grant Agreement which is on file with the Wildlife Conservation Board, 715 P Street, 17th Floor, Sacramento, California 95814.

SIGNATURE OF STATE OF CALIFORNIA, WILDLIFE CONSERVATION BOARD

John P. Donnelly, Executive Director

DATE_____

SIGNATURE OF GRANTEE (**NAME**)

NAME, TITLE

DATE_____

SIGNATURE OF LANDOWNER (**NAME**)

(This is an EXAMPLE NOUGA – Do Not sign this copy)
NAME, TITLE

DATE_____