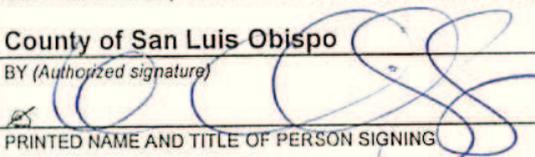
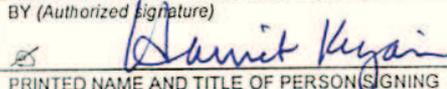


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| GRANT AGREEMENT (ECD/HCPB) | GRANT AGREEMENT NUMBER P1182017 |
|-----------------------------------|--|

DEPARTMENT OF FISH AND GAME
Cooperative Endangered Species Conservation Fund (Section 6) Grant

- | | |
|---|--|
| 1. This Grant Agreement is entered into between the State Agency and the Grantee named below: | |
| <small>STATE AGENCY'S NAME</small> | Department of Fish and Game |
| <small>GRANTEE'S NAME</small> | County of San Luis Obispo |
| 2. The term of this Grant Agreement is: | The effective date of this contract is either the start date or the approval date by the Department of Fish and Game, whichever is later. No work shall commence until the effective date. March 1, 2012 through November 14, 2012 |
| 3. The maximum amount of this Grant Agreement is: | \$221,050.00 Two Hundred Twenty-One Thousand, Fifty Dollars and No Cents |
| 4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Grant Agreement. | |
| Exhibit A – Scope of Work | 3 Pages |
| Exhibit B – Budget Detail and Payment Provisions | 4 Pages |
| Exhibit D – General Grant Provisions | 4 Pages |
| Exhibit E - Federal Provisions | 3 Pages |

| | | |
|---|--|--|
| IN WITNESS WHEREOF, this Grant Agreement has been executed by the parties hereto. | | ECD/HCPB Agreements are exempt from Department of General Services review and approval: EXEMPT PER: SCM 4.06 |
| GRANTEE | | |
| <small>GRANTEE'S NAME (if other than an individual, state whether a corporation, partnership, etc.)</small> | <small>DATE SIGNED (Do not type)</small> | |
| County of San Luis Obispo | 2-22-12 | |
| <small>BY (Authorized signature)</small> | | |
|  | | |
| <small>PRINTED NAME AND TITLE OF PERSON SIGNING</small> | | |
| Kami Griffin – Assistant director, Department of Planning and Building | | |
| <small>ADDRESS</small> | | |
| 976 Osos Street, Room 300 San Luis Obispo, CA 93408 | | |
| STATE OF CALIFORNIA | | |
| <small>STATE AGENCY'S NAME</small> | <small>DATE SIGNED (Do not type)</small> | |
| Department of Fish and Game | 3-2-12 | |
| <small>BY (Authorized signature)</small> | | |
|  | | |
| <small>PRINTED NAME AND TITLE OF PERSON SIGNING</small> | | |
| Helen Carriker, Deputy Director, Administration | | |
| <small>ADDRESS</small> | | |
| 1416 9th Street, 12th Floor, Sacramento, CA 95814 | | |

**EXHIBIT A – SCOPE OF WORK
(DFG EXA 08/07)**

County of San Luis Obispo
Agreement No.: P1182017
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1. The Grantee (County of San Luis Obispo) agrees to provide all labor, materials, equipment, facilities, support and incidentals, including sub-contracted work, necessary to perform all work to complete the Los Osos Habitat Conservation Plan.
2. The project shall be performed at the County of San Luis Obispo.
3. The project shall be provided from Monday through Friday between the hours of 8:00 AM and 5:00 PM unless authorized by the Department of Fish and Game.
4. The Project Officials during the term of this Agreement will be:

DFG Grant Manager
 Name: Ms. Deborah Hillyard
 Phone: (805 772-4318
 Fax:
 Email: dhillyard@dfg.ca.gov

Grantee Project Director
 Name: Mr. Trevor Keith
 Phone: 805-781-1431
 Fax: 805-788-2413
 Email: tkeith@co.slo.ca.us

Direct all inquiries to:

Department of Fish and Game
 Section/Unit: Central Region
 Attention: Deborah Hillyard
 Address: P.O. Box 1388
 Morro Bay, CA 93443
 Phone: (805) 772-4318
 Fax:
 Email: dhillyard@dfg.ca.gov

Grantee: County of San Luis Obispo
 Attention: Trevor Keith
 Address: 976 Osos Street, Room 300,
 San Luis Obispo, CA 93408
 Phone: 805-781-1431
 Fax: 805-788-2413
 Email: tkeith@co.slo.ca.us

The Grant Manager may be changed at any time by DFG by providing a ten (10) day advance written notice to the Grantee.

The Grantee's Project Manager may be changed at any time by the Grantee by providing a ten (10) day advance written notice to DFG.

5. SCOPE OF WORK

A. Background and Objectives

The Los Osos Habitat Conservation Plan (LOHCP) is a community-wide endangered species protection program which will be utilized to support state and federal Incidental Take Authorizations for covered species. The purpose of the LOHCP is to preserve habitat and protect sensitive biological resources within the community of Los Osos while allowing for permitted public and private development.

An administrative draft LOHCP was prepared by the Los Osos Community Services District in consultation with the County, pursuant to a Memorandum of Understanding adopted by the Board of Supervisors in 2002. Work on the LOHCP stopped when the CSD stopped working on the wastewater project. With the passage of AB2701, which allowed transfer of wastewater authority from the CSD to the County, and with the County's existing lead role in community planning, furthering work on the LOHCP

EXHIBIT A – SCOPE OF WORK
(DFG EXA 08/07)

County of San Luis Obispo
Agreement No.: P1182017
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becomes a part of the County's responsibilities in Los Osos. With respect to the wastewater project, ongoing progress on an LOHCP formed an important part of the background for both the Coastal Commission's and the U.S. Fish and Wildlife Service's (USFWS) analysis and permitting of the of the previous project. Furthering the LOHCP will serve to maintain a positive and consistent permitting environment, within which the current proposal of the wastewater project (and anticipated build-out within the community) will come before those agencies.

Work completed by the Grantee shall include the development of a scope of work, and sub-contract(s) for services as needed to complete the work to be performed under this contract; additionally, the Grantee will provide oversight of sub-contractors, and have primary responsibility for joint efforts by Grantee and sub-contractor(s) for specific tasks which will result in the completion of a habitat conservation plan including: Introduction and Background, Project Description/Activities Covered by Permit, Environmental Setting/Biological Resources, Potential Biological Impacts/Take Assessment, Conservation Program, Plan Implementation, Funding Plan, Alternatives sections. In addition, the County of San Luis Obispo will develop an Implementing Agreement for the Habitat Conservation Plan.

B. WORK TO BE PERFORMED

Task 1. Revise the Project Description, Covered Activities & Species and Take Assessment

The County of San Luis Obispo (County) and consultant(s) (to be identified through Request For Proposals process), will prepare the project description, including covered activities that will require take authorization, species for which coverage will be extended in permits and an assessment of take which will occur with covered activities, for review by the wildlife agencies. The project description will subsequently be used for the environmental review process.

Task 2. Incorporate Comments on the Draft HCP from CCC & USFWS

The County will conclude review of previous administrative draft Los Osos Community-wide Habitat Conservation Plan (LOHCP) (February 2005); the United States Fish and Wildlife (USFWS) comments on the Administrative Draft LOHCP (November 29, 2005); and any additional comments and existing conditions information to determine what has changed since the administrative draft was prepared.

Task 3. Revise the HCP Conservation Strategy and Associated Mitigation Process

The County and a to-be-identified consultant will develop a conservation strategy which will include a combination of on-site avoidance and minimization measures; and off-site mitigation, which would include preservation and management of habitat lands in perpetuity. The conservation strategy must meet both federal and state standards for permit issuance.

Task 4. Revise the Plan Implementation, Cost Estimates and Funding Sections

The County and a to-be-identified consultant will revise the plan implementation section to describe the administrative structure proposed for implementation; and develop cost estimates and a funding plan to fully support implementation of the updated Los Osos Community-wide Habitat Conservation Plan (LOHCP).

**EXHIBIT A – SCOPE OF WORK
(DFG EXA 08/07)**

County of San Luis Obispo
Agreement No.: P1182017
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Task 5. Prepare a Cultural Resources Report

The County and a to-be-identified consultant will prepare the cultural resources report regarding the LOHCP area.

Task 6. Complete the Draft Implementing Agreement to Define the Funding Structure and Responsibilities of Participants

The County and a to-be-identified consultant will work with all participating agencies to develop the Implementing Agreement, which would identify the responsible parties for full implementation of the plan, how implementation will be funded, and other details to clarify roles and responsibilities of participating entities.

Task 7. Finalize an Administrative Draft HCP, Draft Implementing Agreement, and Cultural Resources Report; and coordinate with the CCC regarding changes to the Local Coastal Plan

The County and to-be-identified consultant will finalize the HCP, implementing agreement, and cultural resources report; and coordinate with the CCC regarding needed revisions to the Local Coastal Plan to streamline implementation of the HCP.

C. SCHEDULE OF COMPLETION DATES (work will not commence until agreement is signed)

| <u>Activity</u> | <u>Date</u> |
|---|----------------|
| Revise the project description, covered activities & species and take assessment | April 2012 |
| Incorporate comments on the draft HCP from CCC & USFWS | May 2012 |
| Revise the HCP conservation strategy and associated Mitigation process | June 2012 |
| Revise the plan implementation and funding sections | June 2012 |
| Prepare a Cultural Resources Report | September 2012 |
| Complete the Implementing Agreement to define the funding structure and responsibilities of participants | September 2012 |
| Finalize the HCP, Implementing Agreement, and Cultural Resources Report; and coordinate with the CCC regarding the Coastal Development Permit | October 2012 |

D. REPORTS

- Draft Habitat Conservation Plan
- Draft Implementing Agreement
- Cultural Resources Report

E. PAYMENT SCHEDULE

Payment will be tied to Tasks 1-7 outlined above.

**EXHIBIT B – BUDGET DETAIL AND PAYMENT PROVISIONS
(DFG EXB 3/2010)**

County of San Luis Obispo
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1. INVOICING AND PAYMENT

- A. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the State agrees to compensate the Grantee for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. The Grantee shall be paid **monthly** in arrears, upon submission of an original and two copies of the invoice, which properly details all charges, expenses, direct and indirect costs. Invoices shall be submitted to:

| | |
|--------------------|------------------------------------|
| Grant Manager: | Deborah Hillyard |
| Region / Division: | Central Region |
| Address: | P.O. Box 1388, Morro Bay, CA 93443 |

- C. The original and one (1) approved copy of the invoice will be forwarded to the Department of Fish and Game's Accounting Claims Section by the Grant Manager. Payment of any invoice will be made only after receipt of a complete, supported, documented and accurately addressed invoice. Failure to use the address exactly as provided above may result in the return of the invoice to the Grantee. All invoices must be approved by the Grant Manager.
- D. The invoice shall contain the following information:
1. The word "Invoice" should appear in a prominent location at the top of the page(s);
 2. Printed name of the Grantee;
 3. Business address of the Grantee including P.O. Box, City, State, and Zip Code;
 4. Name of the Region/Division of the Department of Fish and Game being billed;
 5. The date of the invoice and the time period covered;
 6. The number of the agreement upon which the claim is based, and;
 7. An itemized account of the services for which the Department of Fish and Game is being billed. Include all of the following:
 - a. The time period covered by the invoice, i.e., the term "from" and "to";
 - b. A description of the services performed;
 - c. The method of computing the amount due based on a line item budget/cost reimbursement method. Payments will be made by the State to the Grantee, in arrears, upon receipt of an itemized invoice showing the time period covered and the work items accomplished. The invoice must be itemized using the categories and following the format of the attached budget.

**EXHIBIT B – BUDGET DETAIL AND PAYMENT PROVISIONS
(DFG EXB 3/2010)**

County of San Luis Obispo
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- d. The total amount due. This should be in a prominent location in the lower right-hand portion of the last page and clearly distinguished from other figures or computations appearing on the invoice; the total amount due shall include all costs incurred by the Grantee under the terms of this agreement; and
- e. The original signature of the Grantee (not required of established firms or entities using preprinted letterhead invoices).

2. GRANT WRITTEN PRIOR TO APPROVAL OF THE BUDGET ACT

- A. It is mutually understood between the parties that this Agreement may have been written prior to approval of the Budget Act for the mutual benefit of both parties in order to avoid program and fiscal delays.
- B. This Agreement is valid and enforceable only if sufficient funds are made available by the Budget Act for the Fiscal Year(s) involved for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Legislature and contained in the Budget Bill or any statute enacted by the Legislature which may affect the provisions, terms, or funding of this Agreement in any manner.
- C. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Agreement and the Grantee shall not be obligated to perform any additional provisions of this Agreement.
- D. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to the Grantee to reflect the reduced amount.

3. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in Government Code Chapter 4.5, commencing with Section 927.

**EXHIBIT B – BUDGET DETAIL AND PAYMENT PROVISIONS
(DFG EXB 3/2010)**

County of San Luis Obispo
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LINE/TASK ITEM BUDGET

The Grantee, County of San Luis Obispo, the California Coastal Commission, and the Department of Fish and Game will provide \$ 61,880.00 in funds, the remaining balance to be provided of our total non-federal match of \$135,000, (27.0108%), to complete tasks described in Exhibit A, Scope of Work. The State will provide an amount not to exceed \$221,050.00 as shown below in this estimated budget. Accurate records of in-kind funds or services will be made available to the State upon request at any time during the term of this agreement.

| ITEM | AMOUNTS | | TOTAL |
|--|---------------------------|--------------------------|---------------------------|
| | <u>DFG/Contract Cost</u> | <u>Match Cost</u> | |
| Personal Services *** | | In-Kind** | |
| Classification: Senior Planner (407 hours) | \$25,478 | | |
| Operating Services: | | | |
| Postage, Office Supplies, Telephone/Fax, *Travel and Per Diem | | In-Kind** | |
| Subcontractors | | | |
| Task 1 Revise the Project Description, Covered Activities & Species, and Take Assessment | \$30,719 | | |
| Task 2 Incorporate Comments on the Draft HCP from CCC & USFWS | \$4,180 | | |
| Task 3 Revise the HCP Conservation Strategy and Associated Mitigation Process | \$36,950 | | |
| Task 4 Revise the Plan Implementation, Cost and Funding Sections | \$22,800 | | |
| Task 5 Prepare a Cultural Resources Report | \$6,148 | | |
| Task 6 Complete the Draft Implementing Agreement to Define the Funding Structure and Responsibilities of Participants | \$23,230 | | |
| Task 7 Finalize the Administrative Draft HCP, Implementing Agreement, and Cultural Resources Report; and Coordinate with the CCC regarding the Local Coastal Plan | \$71,545 | | |
| TOTAL PROJECT OPERATING EXPENDITURES ***** | \$221,050 ***** | \$61,880 ***** | \$282,930 ***** |
| FOR DISPLAY PURPOSES ONLY | | | |
| DFG OVERHEAD AT 22.44% | | | |
| ** OVERHEAD AMOUNT NOT PAID TO CONTRACTOR ** | \$49,604 | | |
| TOTAL GROSS PROJECT COST | \$270,654 | \$61,880 | \$332,534 |

*Travel and Per Diem - No travel or per diem will be charged pursuant to this contract.

** In-Kind costs, Personal Services and Operating Services, shall be provided by the County of San Luis Obispo & California Coastal Commission.

*** Personal Services Rate is \$40 with Benefits (51.5%) and Overhead (5%) with equals \$62.60 per hour

Department of Fish and Game
Exhibit D - Public Entities General Grant Provisions

Agreement Number: P1182017
County of San Luis Obispo
Page 1 of 4

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of Fish and Game. Grantee may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT:** This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Grantee agrees that the California Department of Fish and Game (DFG), the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code, CCR Title 2, Section 1896).
5. **INDEMNIFICATION:** Grantee agrees to indemnify, defend and save harmless the State of California, the DFG, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all of Grantee's employees or agents, contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement.

The State of California shall defend, indemnify and hold the Grantee, its officers, employees and agents harmless from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the State of California, or its agencies, their respective officers, agents or employees.

6. **DISPUTES:** Grantee shall continue with the responsibilities under this Agreement during any dispute.
7. **INDEPENDENT CONTRACTOR:** Grantee, and the agents and employees of Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State. Grantee acknowledges and promises that the DFG is not acting as an employer to any individuals furnishing services or work pursuant to this Agreement.
8. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Grantee and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Grantee and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in

Department of Fish and Game
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County of San Luis Obispo
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Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

9. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
10. **LICENSES AND PERMITS (If Applicable):** The Grantee shall obtain, at its expense, all licenses and permits required by law for accomplishing any work required in connection with this Agreement.
11. **RIGHTS IN DATA:** The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Agreement, 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. If any such work is copyrightable, the Grantee may copyright the same, except that, as to any work which is copyrighted by the Grantee, the State reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.
12. **CONTINGENT FUNDING:** It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of State appropriation of funds for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

This Agreement is valid and enforceable only if sufficient funds are made available pursuant to the California State Budget Act for the fiscal year(s) covered by this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Legislature of any statute enacted by the Legislature which may affect the provisions, terms or funding of this Agreement in any manner.

It is mutually agreed that if the Legislature does not appropriate sufficient funds for the Agreement, the State has the option to terminate the Agreement under the termination clause or to amend the Agreement to reflect any reduction of funds. The DFG has the option to invalidate the contract under the 30-day cancellation clause or to amend the Agreement to reflect any reduction in funds.

13. RIGHT TO TERMINATE:

- a. This agreement may be terminated by mutual consent of both parties or by any party upon thirty (30) days written notice and delivered by USPS First Class or in person.
- b. In the event of termination of this Agreement, Grant Recipient shall immediately provide Grantor an accounting of all funds received under the Agreement and return to Grantor all funds received under this Agreement which have not been previously expended to provide the services outlined within this agreement.
- c. Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. Grantor shall reimburse Grantee for all allowable and reasonable costs incurred by it for the Project, including foreseeable and uncancellable obligations. Upon notification of termination from Grantor, Grantee shall use its reasonable efforts to limit any outstanding financial commitments.

Department of Fish and Game
Exhibit D - Public Entities General Grant Provisions

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County of San Luis Obispo
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14. CONFIDENTIALITY OF DATA: The Grantee shall protect from disclosure all information made available by the DFG. The Grantee shall not be required to keep confidential any data or information which is publicly available, independently developed by the Grantee, or lawfully obtained from third parties. Written consent of the DFG must be obtained prior to disclosing information under this Agreement.

15. DISCLOSURE REQUIREMENTS: Any document or written report prepared in whole or in part pursuant to this Agreement shall contain a disclosure statement indicating that the document or written report was prepared through an Agreement with the State. The disclosure statement shall include the Agreement number and dollar amount of all Agreements and subcontracts relating to the preparation of such documents or written reports. The disclosure statement shall be contained in a separate section of the document or written report.

If the Grantee or any subcontractor(s) are required to prepare multiple documents or written reports, the disclosure statement may also contain a statement indicating that the total Agreement amount represents compensation for multiple documents or written reports. The Grantee shall include in each of its subcontracts for work under this Agreement, a provision which incorporates the requirements stated within this section.

16. POTENTIAL SUBCONTRACTOR(S): Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any subcontractor(s) and no subcontract shall relieve the Grantee of its responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the State for the acts and omissions of its subcontractor(s) and of persons directly employed or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractor(s) is an independent obligation from the State's obligation to make payments to the Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.

17. TRAVEL AND PER DIEM (if applicable): The Grantee agrees to pay reasonable travel and per diem to its employees under this Agreement. The reimbursement rates shall not exceed those amounts identified in the Department of Personnel Administration and/or Universities of California travel reimbursement guidelines.

18. LIABILITY INSURANCE (as applicable) ~ Unless otherwise specified in the Grant Agreement, when the Grantee submits a signed Agreement to the State, the Grantee shall also furnish to the State either proof of self-insurance or a certificate of insurance stating that there is liability insurance presently in effect for the Grantee of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. Grantee agrees to make the entire insurance policy available to the State upon request.

The certificate of insurance will include provisions a, b, and c, in their entirety:

- a. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to the State;
- b. The State of California, its officers, agents, employees, and servants are included as additional insured, by insofar as the operations under this Agreement are concerned; and
- c. The State will not be responsible for any premiums or assessments on the policy.

The Grantee agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Grantee agrees to provide, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the Department of General Services, and the Grantee agrees that no work or services shall be performed prior to giving of such approval. In the event the Grantee fails

**Department of Fish and Game
Exhibit D - Public Entities General Grant Provisions**

**Agreement Number: P1182017
County of San Luis Obispo
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to keep in effect, at all times, insurance coverage as herein provided, the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

The Department of Fish and Game will not provide for, nor compensate the Grantee for any insurance premiums or costs for any type or amount of insurance. The insurance required above, shall cover all Grantee supplied personnel and equipment used in the performance of this Agreement. When applicable, if subcontractors performing work under this Agreement do not have insurance equivalent to the above, the Grantee's liability shall provide such coverage for the subcontractor, except for coverage for error, mistake, omissions, or malpractice, which shall be provided by the subcontractor if such insurance is required by the State.

19. **GRANTEE STAFF REQUIREMENTS:** The Grantee represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of the California State Department of Fish and Game or any other California State entity.

Department of Fish and Game
Exhibit E – Federal Provisions

Agreement Number: P1182017
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1. **UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESSES:** The Grantee agrees that affirmative steps will be taken to assure that qualified small, minority and women-owned businesses are used when possible as sources of supplies, construction, and services in the performance of grant-assisted Agreements and subcontracts. Affirmative steps taken shall include the following:
 - a. Include qualified small, minority and women-owned businesses on solicitation lists;
 - b. Assuring that small, minority and women-owned businesses are solicited whenever they are potential sources;
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation of small, minority and women-owned businesses;
 - d. Establishing delivery schedules, where the requirements of the work permit, which will encourage participation by small, minority and women-owned businesses;
 - e. Using the services and assistance of the Small Business Administration, the Minority business Development Agency of the U.S. Department of Commerce, and the State Office of Small Business and Disabled Veteran Business Enterprise Certification; and
 - f. If the Contractor awards subcontracts, requiring the subcontractor to take the affirmative steps in paragraphs A through E of this section.
2. **DISCLOSURE REQUIREMENTS:** Any document or written report prepared in whole or in part pursuant to this Agreement shall contain a disclosure statement indicating that the document or written report was prepared through Agreement with the State. The disclosure statement shall include the Agreement number and dollar amount of all Agreements and subcontracts relating to the preparation of such documents or written reports. The disclosure statement shall be contained in a separate section of the document or written report.
3. **PRIVITY:** This Agreement is funded in whole or in part by a grant from the Federal Government. Neither the United States nor any of its departments, agencies, or employees are, or will be, a part to this Agreement or any lower tier subcontract or to any solicitation or request for proposal.
4. **COMPLIANCE WITH FEDERAL REGULATIONS:** The Contractor understands that the State is obligated, in accordance with its assistance Agreement with the Federal Government, to comply with the provisions of federal regulations contained in Title 48 Code of Federal Regulations (CFR) Part 31 and any conditions in the grant Agreement and any amendments thereto. In order to ensure that the State can meet these obligations, the Grantee warrants, represents, and agrees that it and its subcontractors, employees, and representatives will comply with: 1) all applicable provisions of Title 48 CFR Part 31; and 2) all general and special conditions contained in the Agreement.
5. **COPYRIGHTS:** The Grantee agrees to and does hereby grant to the Federal Government, a royalty-free nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal Government purposes:
 - a. The copyright in any work developed under this Agreement; and
 - b. Any rights of copyright which the Grantee purchases, in whole or in part, with funds provided by this Agreement.
6. **STANDARDS FOR FINANCIAL MANAGEMENT SYSTEM:** The Grantee and all subcontractors shall maintain fiscal control and accounting procedures which are sufficient to:
 - a. The copyright in any work developed under this Agreement; and
 - b. Any rights of copyright which the Grantee purchases, in whole or in part, with funds provided by this Agreement.

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7. **APPLICABLE COST PRINCIPLES:** The cost principles for this Agreement are applicable as set forth below (Office of Management and Budget (OMB):

- a. OMB Circular 21 – Education Institutions; or
- b. OMB Circular A-87 – State, Local or Indian Tribe Governments; or
- c. OMB Circular A-122 – Cost Principals for Non-Profit Organizations; or
- d. OMB Circular A-133 – Audits of States, Local Governments and Non-Profit Organizations; or
- e. Title 48 CFR Part 31 – For-Profit Organizations

Funds provided under this Agreement shall not be used for payment of salaries to individual consultants retained by the Grantee or any subcontractors in excess of the rate for Level 4, of the Federal Executive Schedule. The limit expressed herein does not include transportation and subsistence costs for necessary travel for work required under this Agreement.

8. **Contingent Funding:** It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

This Agreement is valid and enforceable only if sufficient funds are made available to the State by the US Government for the fiscal year(s) covered by this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress of any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.

It is mutually agreed that if the Congress does not appropriate sufficient funds for the Agreement, the State has the option to terminate the Agreement under the termination clause or to amend the Agreement to reflect any reduction of funds.

The DFG has the option to invalidate the contract under the 30-day cancellation clause or to amend the Agreement to reflect any reduction in funds.

9. **ENVIRONMENTAL QUALITY:** The Grantee and subcontractors shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act, Title 42 U.S.C. 1857(h), Section 508 of the Clean Air Act, Title 33 U.S.C. 1368 Executive Order 11738 and, Title 40 CFR part 15.

The Grantee shall comply with mandatory standards and policies related to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Conservation Act (Publ. L. 94-163).

10. **RECYCLED PAPER:** The Grantee agrees to use recycled paper for all reports which are prepared as a part of this Agreement and delivered to the State. This requirement does not apply to reports which are prepared on form supplied by the Federal Government. This requirement applies even when the cost of recycled paper is higher than that of virgin paper.

11. **SINGLE AUDIT ACT:** To the extent applicable, the Grantee shall be subject to and shall comply with the provisions and requirements of the Single Audit Act of 1984 (Pub. L 98-502) and implementing policies, procedures and guidelines, including applicable circulars issued by the Federal OMB.

12. **FEDERAL ASSURANCES:** It is further agreed that by signing this Agreement, the Grantee is subject to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the

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Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and offers all persons the opportunity to participate in programs or activities regardless of race, color, national origin, age, sex, or disability. Further, it is agreed that no individual will be turned away from or otherwise denied access to or benefit from any program or activity that is directly associated with a program of the DFG on the basis of race, color, national origin, age, sex (in education activities) or disability.

13. **USE OF SUBCONTRACTOR(S):** If the Grantee desires to accomplish part of the services through the use of one (1) or more subcontractors, the following conditions must be met:

- a. The Grantee shall submit any subcontracts to the State for approval prior to starting any of the work;
- b. The Agreement between the primary Grantee and the subcontractor must be in writing;
- c. The subcontract must include specific language which establishes the rights of the auditors of the State to examine the records of the subcontractor relative to the services and materials provided under the Agreement; and
- d. Upon termination of any subcontract, the State shall be notified immediately in writing, by the primary Grantee.

Further, any subcontract entered into as a result of this Agreement shall contain all applicable provisions stipulated in this Agreement.

14. **COMPLIANCE WITH FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT 2006 (FFATA):** As a recipient of a federal contract, grant or other federal funds, the State is required under the Federal Funding Accountability and Transparency Act of 2006 (FFATA) to report certain information about the State's contractors, grantees and sub-recipients of that federal funding. The Grantee, as a sub-recipient of federal funds, agrees to provide the State with data required under the FFATA unless exempted under that act. Grantee shall complete a Grantee's FFATA Certification form (State form) and submit it as instructed, on or before execution of the agreement. If not exempt the Grantee shall create a registration, or update its data if already registered, on the federal Contractors Central Registry (CCR) at www.ccr.gov. A DUNS number is required for the CCR registration and must be included on the FFATA Certification form. Grantee agrees to update its CCR registration and notify the State if there is a material change to its CCR data or its exemption status changes..