

38. AS THE BOARD OF DIRECTORS FOR THE PAJARO STORM DRAIN MAINTENANCE DISTRICT: Authorize the District Engineer to sign the agreement with California Marine Sanctuary Foundation, and take related actions ()



County of Santa Cruz Board of Supervisors

Agenda Item Submittal

From: Community Development and Infrastructure

Subject: Watsonville Slough Ecosystem Restoration Project

Meeting Date: February 25, 2025

Formal Title: AS THE BOARD OF DIRECTORS FOR THE PAJARO STORM DRAIN MAINTENANCE DISTRICT: Authorize the District Engineer to sign the agreement with California Marine Sanctuary Foundation, and take related actions

Recommended Actions

- 1) Adopt a resolution accepting and appropriating unanticipated revenue to the Pajaro Storm Drain Maintenance District in the total amount of \$5,000,000 from the National Oceanic and Atmospheric Administration under the Climate Resilience Regional Challenge (Opportunity Number NOAA-NOS-OCM-2023-2008068) supplying local match funding for the design and construction phase of the Watsonville Slough Ecosystem Restoration Project, a United States Army Corps of Engineers (USACE) Continuing Authorities Program project;
- 2) Authorize the District Engineer to sign the subaward agreement with California Marine Sanctuary Foundation; and
- 3) Authorize staff to take appropriate advocacy actions, such as attending meetings and preparing written correspondence to elected officials, to support USACE funding availability for the project.

Executive Summary

Pajaro Storm Drain Maintenance District (PSDMD) staff recommend adoption of the attached resolution by the Board accepting grant funds from the National Oceanic and Atmospheric Administration Climate Resilience Regional Challenge to supply local match funding for the design and implementation phase of the Watsonville Slough Ecosystem Restoration Project (Project), a United States Army Corps of Engineers (USACE) Continuing Authorities Program project. Additionally, the PSDMD is required to sign the attached agreement with California Marine Sanctuary Foundation, as the prime applicant and pass-through entity for the Regional Adaptation for Climate Resilience of Monterey Bay Coastal Communities Project (Federal award number: NA24NOSX473C0102-T1-01). To support USACE funding availability for the Project, staff are also requesting authorization to take appropriate advocacy actions, such as attending meetings and preparing written correspondence to elected officials. The Watsonville Slough Ecosystem Restoration Project will restore wetland habitat within lower Watsonville Slough and improve recreational opportunities for local economically disadvantaged residents, while simultaneously reducing current and future flood risk along Beach and Shell Roads.

Discussion

On February 23, 2021, the Board approved a Project Management Plan (PMP) and Feasibility Cost Share Agreement (FCSA) for the Watsonville Slough Ecosystem Restoration Project (Project), a United States Army Corps of Engineers (USACE) Continuing Authorities Program (CAP) project under authority of Section 1135 of the

Water Resources Development Act (WRDA) of 1986 (Public Law 99-662). The objective of this authority is to improve the quality of the environment through modification of the structures or operations of existing water resources projects constructed by USACE, providing modifications that are feasible and consistent with the original project purpose (i.e. the Pajaro Flood Control Project). Improvements in ecosystem structure and function in areas adversely affected by such projects are included in these studies. The Project includes nature-based infrastructure improvements that re-establish and enhance wetland and tidal marsh habitat while providing flood risk reduction, climate change adaptation, and improved recreational opportunities for local economically disadvantaged residents. Phase I of the Project, which includes preparation of 35% design plans, is being conducted by the USACE and is expected to be complete by December 2025. Following completion of Phase 1, the Pajaro Storm Drain Maintenance District (PSDMD) will return to the Board to enter into an agreement with USACE to complete 100% design and construction of the Project; this future agreement will require a 25% cost share by PSDMD.

On January 30, 2024, the Board adopted a resolution authorizing PSDMD staff to apply for grant funding from the National Oceanic and Atmospheric Administration (NOAA) Climate Resilience Regional Challenge to provide local match funding for the design and construction phase of the Project. PSDMD partnered with California Marine Sanctuary Foundation (CMSF) to submit a regional proposal to NOAA titled "Regional Adaptation for Climate Resilience of Monterey Bay Coastal Communities". On September 6, 2024, NOAA issued a Notice of Award to the CMSF for a Cooperative Agreement for this project work in the amount of \$71M, including \$5M for the Watsonville Slough Ecosystem Restoration Project. A subaward agreement between CMSF as the prime recipient and pass-through entity, and PSDMD as the subrecipient, was distributed on November 19, 2024, and will be circulated for signature by the CMSF after it is signed by the PSDMD District Engineer.

The proposed restoration of tidal estuarine marsh and coastal wetlands in the lower Watsonville Slough, combined with improvements to local roadways and drainage facilities, will increase resilience to climate change and sea level rise and benefit future restoration efforts in the surrounding area while improving public safety and emergency access. The Project will include replacement of the Watsonville Slough culverts at Beach Road and elevation of the road surface to reduce the need for mechanical breaching and expand marsh habitat. Upon completion of the Project, approximately 8 acres of tidal estuarine marsh and coastal wetlands will be restored, including replacement of approximately 1.5 acres of non-native vegetation with native plants, enhancing habitat for native and protected species. Benefits of the Project include improvement of water quality in Watsonville Slough, the Pajaro River lagoon, and adjacent surf zone through the additional water quality treatment provided by expanded and enhanced marsh habitat. The Project will also support recreational opportunities, especially for local disadvantaged communities, by providing improved access to Palm Beach State Park parking, trails, and educational opportunities in the expanded coastal wetlands. The Project will also support Land Trust of Santa Cruz County and Pajaro Regional Flood Management Agency projects that would further enhance climate resiliency and disadvantaged community access in the region.

Staff are requesting adoption of a resolution by the Board that accepts and appropriates unanticipated revenue from the NOAA Climate Resilience Regional Challenge, though

partnership with CMSF, to supply local match funding for design and implementation of the Project in the lower Watsonville Slough. Staff are also requesting authorization for the District Engineer to sign the agreement with CMSF. To support USACE funding availability for the Project, staff are requesting authorization to take appropriate advocacy actions, such as attending meetings and preparing written correspondence to elected officials.

Financial Impact

Unanticipated grant revenue in the amount of \$5,000,000 would be accepted under GL Key 622245 and will supply the 25% local-match responsibility of the USACE CAP Watsonville Slough Ecosystem Restoration Project to complete the design, specifications, and construction of the project. Any non-reimbursable costs or costs deemed ineligible for reimbursement will be covered by the PSDMD. PSDMD will pursue funding match for items ineligible for reimbursement through the Santa Cruz County Safe Drinking water, Clean Beaches, Wildfire Risk Reduction, and Wildlife Protection Act (Measure Q) and partnership with the Pajaro Dunes Association. Project costs will be spread over approximately 5 years.

Strategic Initiatives

Equity Framework - County Facilities & Infrastructure
Operational Plan - Sustainable Environment
Climate Action - Natural & Working Lands

Submitted By:

Matt Machado

Recommended By:

Carlos J. Palacios, County Administrative Officer

Artificial Intelligence Acknowledgment:

Artificial Intelligence (AI) did not significantly contribute to the development of this agenda item.



**BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA**

Resolution No. 34-2025

38.a
Adopted 2/25/2025
Board of Supervisors
DOC-2025-143

On the motion of Supervisor De Serpa
Duly seconded by Supervisor Koenig
The following resolution is adopted:

RESOLUTION ACCEPTING UNANTICIPATED REVENUE

WHEREAS, the County of Santa Cruz is the recipient of funds, in the amount of \$ 5,000,000,
from National Oceanic and Atmospheric Administration,
for the Watsonville Slough Ecosystem Restoration Project program; and

WHEREAS, the above-referenced funds are either in excess of those anticipated or are not specifically set forth in the current fiscal year budget for the County; and

WHEREAS, pursuant to Government Code section 29130(b), such funds may be made available for specific appropriation by four-fifths vote of the Board of Supervisors;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Santa Cruz County Auditor-Controller-Treasurer-Tax Collector accept the amount of \$ 5,000,000 for the
Watsonville Slough Ecosystem Restoration Project program.

GL Key	GL Object	JL Key	JL Object	Amount	Account Description
622245	41095			5,000,000	FED-MISC GRANTS

and that such funds be and are hereby appointed as follows:

GL Key	GL Object	JL Key	JL Object	Amount	Account Description
622245	62330	P24811		5,000,000	DPW SERVICES-GENERAL MONEY

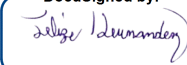
Resolution 34-2025

PASSED AND ADOPTED BY THE Board of Supervisors of the County of Santa Cruz, State of California,
 this 25th day of February, 2025 by the following vote
 (requires four-fifths vote for approval):

AYES: Supervisors Koenig, De Serpa, Cummings, Martinez and Hernandez

NOES: None

ABSENT: None

DocuSigned by:

 309EB769DA614E4...

3/7/2025

Felipe Hernandez
 Chair of the Board

ATTEST:  3/7/2025
 466B074E3141450
 Juliette Rezzato
 Clerk of the Board

DEPARTMENT HEAD I hereby certify that the fiscal provisions have been researched and that the Revenue(s) (has been)(will be) received within the current fiscal year.

BY:  50EBAC64454C48C...
 Department Head

Date: 2/10/2025

COUNTY ADMINISTRATIVE OFFICER

/ x /

Recommended to Board

/ /

Not Recommended to Board

APPROVED AS TO FORM:

 Signed by:
 D52DC6AA0E74498... 2/10/2025

Office of the County Counsel

APPROVED AS TO ACCOUNTING DETAIL:

 DocuSigned by:
 ECAF121B1F8143F... 2/10/2025

Public Works Department on behalf of
 Auditor-Controller-Treasurer-Tax Collector

Distribution:

Auditor-Controller-Treasurer-Tax Collector
 County Counsel
 County Administrative Officer
 Originating Department



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Envelope Id: 7667F0ED-D419-4603-A08F-704E30C3E062		Status: Completed
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Source Envelope:		
Document Pages: 2	Signatures: 3	Envelope Originator:
Certificate Pages: 5	Initials: 0	Blanca Martinez
AutoNav: Enabled		701 Ocean Street
Envelopeld Stamping: Enabled		Santa Cruz, CA 95060
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		IP Address: 63.194.190.100


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Matt Machado	<div>DocuSigned by:  50EBAC64454C48C...</div>	Sent: 2/10/2025 4:46:15 PM
Matt.Machado@santacruzcountyca.gov		Viewed: 2/10/2025 4:47:31 PM
Director of Community Development & Infrastructure		Signed: 2/10/2025 4:47:40 PM
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701 Ocean Street

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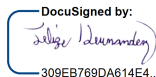
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Signed: 3/7/2025 4:13:56 PM

Electronic Record and Signature Disclosure:

Accepted: 7/17/2023 11:30:46 AM

ID: 2a2f0d4d-8f3b-4197-9c0c-4b7e9be9c82a

Juliette Rezzato

Juliette.Rezzato@santacruzcountyca.gov

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Electronic Record and Signature Disclosure:

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Signed: 3/11/2025 12:25:13 PM

Freeform Signing

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In Person Signer Events

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Status

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Agent Delivery Events

Status

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Intermediary Delivery Events

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FDP Cost Reimbursement Subaward

Federal Awarding Agency: Other [Department of Commerce (DOC)]

Pass-Through Entity (PTE):
Subrecipient:

California Marine Sanctuary Foundation

Pajaro Storm Drain Maintenance District of the Co

PTE PI: Robert Mazurek

Sub PI: Rodney Trujillo

PTE Federal Award No: NA24NOSX473C0102-T1-01

Subaward No: CR116

Project Title: Regional Adaptation for Climate Resilience of Monterey Bay Coastal Communities

Subaward Budget Period:

Start: 10/1/2024

End: 9/30/2029

Amount Funded This Action (USD): \$ 5,000,000

Estimated Period of Performance:

Start: 10/1/2024

End: 9/30/2029

Incrementally Estimated Total (USD): \$ 5,000,000

Terms and Conditions

1. PTE hereby awards a cost reimbursable subaward, (as determined by 2 CFR 200.331), to Subrecipient. The Statement of Work and budget for this Subaward are as shown in Attachment 5. In its performance of Subaward work, Subrecipient shall be an independent entity and not an employee or agent of PTE.
2. Subrecipient shall submit invoices quarterly for allowable costs incurred. Upon the receipt of proper invoices, the PTE agrees to process payments in accordance with this Subaward and 2 CFR 200.305. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), breakdown by major cost category, Subaward number, and certification, as required in 2 CFR 200.415(a). Invoices that do not reference PTE Subaward number shall be returned to Subrecipient. Invoices and questions concerning invoice receipt or payments shall be directed to the party's Financial shown in Attachment 3A.
3. A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to PTE's Financial Contact, as shown in Attachment 3A, not later than 60 days after the final Budget Period end date. The final statement of costs shall constitute Subrecipient's final financial report.
4. All payments shall be considered provisional and are subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient.
5. Matters concerning the technical performance of this Subaward shall be directed to the appropriate party's Principal Investigator as shown in Attachments 3A and 3B. Technical reports are required as shown in Attachment 4.
6. Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward, and any changes requiring prior approval, shall be directed to the PTE's Administrative Contact and the Subrecipient's Administrative Contact shown in Attachments 3A and 3B. Any such change made to this Subaward requires the written approval of each party's Authorized Official as shown in Attachments 3A and 3B.
7. The PTE may issue non-substantive changes to the Budget Period(s) and Budget Bilaterally. Unilateral modification shall be considered valid 14 days after receipt unless otherwise indicated by Subrecipient when sent to Subrecipient's Authorized Official Contact, as shown in Attachment 3B.
8. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.
9. Either party may terminate this Subaward with 30 days written notice. Notwithstanding, if the Awarding Agency terminates the Federal Award, PTE will terminate in accordance with Awarding Agency requirements. PTE notice shall be directed to the Administrative Contact, and Subrecipient notice shall be directed to the Administrative Contact as shown in Attachments 3A and 3B. PTE shall pay Subrecipient for termination costs as allowable under Uniform Guidance, 2 CFR 200, or 45 CFR Part 75 Appendix IX, as applicable.
10. By signing this Subaward, including the attachments hereto which are hereby incorporated by reference, Subrecipient certifies that it will perform the Statement of Work in accordance with the terms and conditions of this Subaward and the applicable terms of the Federal Award, including the appropriate Research Terms and Conditions ("RTCs") of the Federal Awarding Agency, as referenced in Attachment 2. The parties further agree that they intend this subaward to comply with all applicable laws, regulations, and requirements.

By an Authorized Official of the PTE:

By an Authorized Official of the Subrecipient:

Name: Robert Mazurek

Date

Title: Executive Director

Name: Matt Machado

Date

Title: District Engineer

Signed by: 2/20/2025

Gina Occhipinti Borasi

RTSK Manager

Approved as to form Signed by: 2/20/2025

Natalie Kirkish

County Counsel

FDP Mar 2024

Attachment 1

Certifications and Assurances

Subaward Number:

CR116

Certification Regarding Lobbying (2 CFR 200.450)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement in accordance with 2 CFR 200.450.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the PTE.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.214 and 2 CFR 180)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.214 and 2 CFR 180.

Audit and Access to Records

Subrecipient certifies that it will provide PTE with notice of any adverse findings which impact this Subaward. Subrecipient certifies compliance with applicable provisions of 2 CFR 200.501-200.521. If Subrecipient is not required to have a Single Audit as defined by 200.501, Awarding Agency requirements, or the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and will provide access to such audits upon request. Subrecipient will provide access to records as required by parts 2 CFR 200.332 (a)(5), 200.337, and 200.338 as applicable.

Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712)

Subrecipient is hereby notified that they are required to: inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

The Subrecipient shall require that the language of the certifications above in this Attachment 1 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Use of Name

Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment

Pursuant to 2 CFR 200.216, Subrecipient will not obligate or expend funds received under this Subaward to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services (as described in Public Law 115-232, section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.

Attachment 2

Federal Award Terms and Conditions

Subaward Number

CR116

Required Data Elements

The data elements required by Uniform
Guidance are incorporated in the attached Federal Award.

Awarding Agency Institute (If Applicable)

Federal Award Issue Date FAIN Assistance Listing No.

11.473

Assistance Listing Program Title (ALPT)

Office of Coastal Management

Key Personnel Per NOA

This Subaward Is:☐

Research & Development

☒

Subject to FFATA

General Terms and Conditions

By signing this Subaward, Subrecipient agrees to the following:

1. To abide by the conditions on activities and restrictions on expenditure of federal funds in appropriations acts that are applicable to this Subaward to the extent those restrictions are pertinent. This includes any recent legislation noted on the Federal Awarding Agency's website:

<https://www.commerce.gov/>

2. 2 CFR 200

3. The Federal Awarding Agency's grants policy guidance, including addenda in effect as of the beginning date of the period of performance or as amended found at:

<https://www.noaa.gov/sites/default/files/legacy/document/2021/Mar/Administrative%20Standard%20A>

4. Applicable Research Terms and Conditions, including any Federal Awarding Agency's Specific Requirements found at:

<https://www.commerce.gov/sites/default/files/2020-11/DOC%20Standard%20Terms> except for the following :

- a. No-cost extensions require the written approval of the PTE. Any requests for a no-cost extension shall be directed to the Administrative Contact shown in Attachment 3A, not less than 30 days prior to the desired effective date of the requested change.
- b. Any payment mechanisms and financial reporting requirements described in the applicable Federal Awarding Agency Terms and Conditions and Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this Subaward; and
- c. Any prior approvals are to be sought from the PTE and not the Federal Awarding Agency.
- d. Title to equipment as defined in 2 CFR 200.1 that is purchased or fabricated with research funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall vest in the Subrecipient subject to the conditions specified in 2 CFR 200.313.
- e. Prior approval must be sought for a change in Subrecipient PI or change in Key Personnel (defined as listed on the NOA).

5. Treatment of program income: Additive

Special Terms and Conditions:**Data Sharing and Access:**

Subrecipient agrees to comply with the Federal Awarding Agency's data sharing and/or access requirements as reflected in the NOA or the Federal Awarding Agency's standard terms and conditions as referenced in General Terms and Conditions 1-4 above.

Attached**Data Rights:**

Subrecipient grants to PTE the right to use data created in the performance of this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Copyrights:

Subrecipient Grants to PTE an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Subrecipient grants to PTE the right to use any written progress reports and deliverables created under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its Federal Award.

Promoting Objectivity in Research (COI):

Subrecipient must designate herein which entity's Financial Conflicts of Interest policy (COI) will apply: Subrecipient

If applying its own COI policy, by execution of this Subaward, Subrecipient certifies that its policy complies with the requirements of the relevant Federal Awarding Agency as identified herein: U.S. Department of Commerce

Subrecipient shall report any financial conflict of interest to PTE's Administrative Representative or COI contact, as designated on Attachment 3A. Any financial conflicts of interest identified shall, when applicable, subsequently be reported to Federal Awarding Agency. Such report shall be made before expenditure of funds authorized in this Subaward and within 45 days of any subsequently identified COI.

Work Involving Human or Vertebrate Animals (Select Applicable Options)

- ☒ No Human or Vertebrate Animals
- ☐ Human Subjects
- ☐ Human Subjects Exempt
- ☐ Vertebrate Animals

The PTE requires verification of IRB and/or IACUC approval be sent to the **Administrative Contact** as required above:

Subrecipient agrees that any non-exempt human and/or vertebrate animal research protocol conducted under this Subaward shall be reviewed and approved by the appropriate Institutional Review Board (IRB) and/or its Institutional Animal Care and Use Committee (IACUC), as applicable and that it will maintain current and duly approved research protocols for all periods of the Subaward involving human and/or vertebrate animal research. Subrecipient certifies that the appropriate IRB and/or IACUC are in full compliance with applicable state and federal laws and regulations. The Subrecipient certifies that any submitted IRB / IACUC approval represents a valid, approved protocol that is entirely consistent with the Project associated with this Subaward. In no event shall Subrecipient invoice or be reimbursed for any human or vertebrate animals related expenses incurred in a period where any applicable IRB / IACUC approval is not properly in place.

Human Subjects Data (Select One) **Not Applicable**

This section left intentionally blank

This section left intentionally blank

Additional Terms

See Attachment 6: Notice of Award, Section III Specific Award Conditions
See Attachment 7: California Marine Sanctuary Foundation Special Terms and Conditions

1. Certain Assurances: In addition to the terms and conditions contained in this Subaward, Subrecipient hereby certifies to, and agrees to be in compliance with at all times during the Term, each of the assurances contained in Standard Form 424B "Assurances -Non-Construction Programs" and Standard Form 424D "Assurances - Construction Programs" executed by PTE and attached hereto as Exhibit A and incorporated herein by reference, as applicable (collectively, the "Assurances"). Subrecipient agrees to comply with and be bound by such Assurances as if Subrecipient was the applicant as named therein. Subrecipient further agrees to provide and deliver such documents or instruments, in each case as may be required by such Assurances or as may be requested by PTE or the Federal Funding Agency with respect to such Assurances at any time.

2. Order of Precedence: In the event of a conflict between any of the Subaward Documents , the Federal Award, together with all modifications, exhibits, and addenda thereto or documents and instruments referenced therein (collectively, the "Award Documents") shall control and take precedence; provided, however, the Subaward shall control when the provisions of the Subaward require stricter performance by Subrecipient or expressly provides that it takes precedence notwithstanding any other provisions of the Award Documents. Any inconsistencies in this Subaward shall be resolved by giving precedence to the provisions of the Subaward that require stricter performance by Subrecipient or to the provision that expressly provides that it takes precedence notwithstanding any other provisions of the Subaward. The term "Subaward" as used herein refers to this Subaward together with any exhibits, attachments or addenda incorporated herewith and referred to herein. The term "Subaward Documents" as used herein refers to the "Federal Award," "Award Documents" and "Subaward."

Attachment 3A
Pass-Through Entity (PTE) Contacts

Subaward Number:

CR116

PTE Information

Entity Name: California Marine Sanctuary Foundation

Legal Address: 99 Pacific Street, Suite 455A
Monterey, CA 93940
UEI: JAEJU1YFDBN3

Website: <https://www.californiamsf.org/>

PTE Contacts

Central Email: jesse@californiamsf.org

Principal Investigator Name: Robert Mazurek

Email: robert@californiamsf.org

Telephone Number: 831-295-3390

Administrative Contact Name: Jesse Traller Ojeda

Email: jesse@californiamsf.org

Telephone Number: 7608228277

COI Contact email (if different to above):

Financial Contact Name: Sharon Stevens

Email: sharon@californiamsf.org

Telephone Number: 609-469-9261

Email invoices? ☒ Yes ☐ No Invoice email (if different): accountspayable@californiamsf.org

Authorized Official Name: Danielle Brown

Email: danielle@californiamsf.org

Telephone Number: 201-303-2376

PI Address:

99 Pacific Street, Suite 455A
Monterey, CA 93940

Administrative Address:

99 Pacific Street, Suite 455A
Monterey, CA 93940

Invoice Address:

99 Pacific Street, Suite 455A
Monterey, CA 93940

Attachment 3B

Subrecipient Contacts

Subaward Number:

CR116

Subrecipient Information for [FFATA](#) reporting

Entity's UEI Name: **Pajaro Storm Drain Maintenance District of Santa Cruz County**

EIN No.: **94-6000534**

Institution Type: **Special District Gov't**

UEI: **DQHKDRT8LVY8**

Currently registered in SAM.gov: ☒ Yes ☐ No

Exempt from reporting executive compensation: ☒ Yes ☐ No (if no, complete 3Bpg2)

Parent UEI:

This section for U.S. Entities:

Zip Code [Look-up](#)

Place of Performance Address

Congressional District: **19**

Zip Code+4: **95060-4013**

701 Ocean Street Room 410
Santa Cruz, CA 95060

Subrecipient Contacts

Central Email: **dpwwweb@santacruzcountyca.gov**

Website: **https://cdi.santacruzcountyca.gov/**

Principal Investigator Name: **Rodney Trujillo**

Email: **rodney.trujillo@santacruzcountyca.gov**

Telephone Number: **831-454-2798**

Administrative Contact Name: **Antonella Gentile**

Email: **antonella.gentile@santacruzcountyca.gov**

Telephone Number: **831-454-2632**

Financial Contact Name: **Italo Jimenez**

Email: **italo.jimenez@santacruzcountyca.gov**

Telephone Number: **831-454-2798**

Invoice Email: **dpwaccounts.receivable@santacruzcountyca.gov**

Authorized Official Name: **Matt Machado**

Email: **matt.machado@santacruzcountyca.gov**

Telephone Number: **831-454-2160**

Legal Address:

701 Ocean Street Room 410
Santa Cruz, CA 95060

Administrative Address:

701 Ocean Street Room 410
Santa Cruz, CA 95060

Payment Address:

701 Ocean Street Room 410
Santa Cruz, CA 95060

Attachment 3B-2
Highest Compensated Officers

Subaward Number:
CR116

Subrecipient:

Institution Name: Pajaro Storm Drain Maintenance District of the County of Santa Cruz

PI Name: Rodney Trujillo

Highest Compensated Officers

The names and total compensation of the five most highly compensated officers of the entity(ies) must be listed if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1) Internal Revenue Code of 1986.

Officer 1 Name:

Officer 1 Compensation:

Officer 2 Name:

Officer 2 Compensation:

Officer 3 Name:

Officer 3 Compensation:

Officer 4 Name:

Officer 4 Compensation:

Officer 5 Name:

Officer 5 Compensation:

Attachment 4

Reporting and Prior Approval Terms

Subaward Number:

CR116

Subrecipient agrees to submit the following reports (PTE contacts are identified in Attachment 3A):

Technical Reports:

- ☐ Monthly technical/progress reports will be submitted to the PTE's Administrative Contact within 15 days of the end of the month.
- ☒ Quarterly technical/progress reports will be submitted within 15 days after the end of each project quarter to the PTE's Administrative Contact.
- ☐ Annual technical / progress reports will be submitted within 60 days prior to the end of each budget period to the PTE's Administrative Contact. Such report shall also include a detailed budget for the next Budget Period, updated other support for key personnel, certification of appropriate education in the conduct of human subject research of any new key personnel, and annual IRB or IACUC approval, if applicable.
- ☒ A Final technical/progress report will be submitted to the PTE's Administrative Contact within 30 days of the end of the Project Period or after termination of this award, whichever comes first.
- ☒ Technical/progress reports on the project as may be required by PTE's Administrative Contact in order for the PTE to satisfy its reporting obligations to the Federal Awarding Agency.

Prior Approvals:

Carryover:

Carryover is automatic**Other Reports:**

- ☒ In accordance with 37 CFR 401.14, Subrecipient agrees to notify both the Federal Awarding Agency via iEdison and PTE's Administrative Contact within 60 days after Subrecipient's inventor discloses invention(s) in writing to Subrecipient's personnel responsible for patent matters. The Subrecipient will submit a final invention report using Federal Awarding Agency specific forms to the PTE's Administrative Contact within 60 days of the end of the Project Period to be included as part of the PTE's final invention report to the Federal Awarding Agency.
- A negative report is required: Upon Request
- ☒ Property Inventory Report (only when required by Federal Awarding Agency), specific requirements below.

Additional Technical and Reporting Requirements:

Subrecipient shall submit all documentation and reports or supplements thereto as may requested by PTE and the Federal Awarding Agency in compliance with Section III - Specific Award Conditions of the Federal Award (Attachment 6 Notice of Award)

Attachment 5

Statement of Work, Cost Sharing, Indirects & Budget

Subaward Number:
CR116

Statement of Work

☐ Below ☒ Attached, 4 pages

If award is FFATA eligible and SOW exceeds 4000 characters, include a Subrecipient Federal Award Project Description

Budget Information

Indirect Information	Indirect Cost Rate (IDC) Applied	10 %	Cost Sharing	No
Rate Type: Total Direct Costs			If Yes, include Amount: \$	

Budget Details ☐ Below ☒ Attached, 10 pages

Budget Totals

Direct Costs	\$	4,545,455
Indirect Costs	\$	454,545
Total Costs	\$	5000000

All amounts are in United States Dollars

Subrecipient: Pajaro Storm Drain Maintenance District of the County of Santa Cruz

Project Title: Lower Watsonville Slough Ecosystem Restoration Project

Adaptation Strategy 3. Flood Risk Reduction

Overall Period of Performance: October 1, 2024 – September 30, 2029

Total Federal Funds Requested: \$5,000,000

Total Cost Share and/or Matching Funding: \$0

Total Leveraged Funds: \$8,735,000

SUBAWARD POINT OF CONTACT

Rodney Trujillo
Senior Civil Engineer
County of Santa Cruz
701 Ocean Street, Santa Cruz, CA 95060
(831)454-2160

Rodney.Trujillo@santacruzcountyca.gov

METHOD OF SELECTION

Sole Source: The Pajaro Storm Drain Maintenance District (PSDMD) of the County of Santa Cruz was formed in 1952 and has been maintaining drainage courses in the Pajaro River watershed since that time. As part of County flood control efforts, the district uses science-based information and technology to reduce flood risk and to inform emergency managers and the public of real-time flooding potential during storms. County flood control engineering work is strongly focused on the Pajaro River and its tributaries and coordinates with the County Planning Department on flood adaptation planning and response.

PROJECT SUMMARY

The PSDMD is the local sponsor for a United States Army Corps of Engineers (USACE) led Feasibility Analysis and Initial Project Design to reduce flood risk. The feasibility study is currently being conducted under the authority of the USACE Continuing Authority Program (CAP) Section 1135 of the Water Resources Development Act (WRDA) of 1986 (Public Law 99-662). The objective of this authority is to improve the quality of the environment through modification of the structures or operations of existing water resource projects constructed by USACE and provide modifications that are feasible and consistent with the original project purpose (i.e., the Pajaro Flood Control Project). Improvements in ecosystem structure and function in areas adversely affected by such projects are included in these studies. The Project is cost-shared by the Federal government through design and construction. Implementation of final design and construction will occur in coordination with USACE, with a local match funds requirement. PSDMD will use funding from this NOAA Climate Resilience Grant as local

match funds and to fund in-kind work, to facilitate the project implementation, to secure local environmental permits, to finalize necessary real estate easements and agreements, to coordinate utility relocation, and to conduct supplemental environmental monitoring. The final design will be consistent with USACE, Caltrans and local Design Criteria standards.

While the Feasibility Analysis is not yet finalized, much of the analysis has been completed. The analysis has identified hydrologic, ecosystem, and infrastructure opportunities and existing problems to be addressed with the project. Extensive hydrologic and hydraulic modeling linked with ecosystem restoration benefit modeling are being used as part of the alternative's formulation and selection process. This modeling has demonstrated that to restore the hydraulic connectivity and expanded inundation of the slough and marsh plains, low infrastructure at Beach Road needs to be raised so that any breaching of the river mouth to alleviate road closures can occur at higher water levels and reduced frequency. Restoration measures will then be implemented to expand and enhance the wetland and tidal marsh habitat to provide flood risk reduction, climate change adaptation, and recreational opportunities to economically disadvantaged local residents.

SCOPE OF WORK

Task 1. Expansion and Restoration of Wetlands and Floodplains

The project includes expansion and restoration of wetlands and floodplains, including slough restoration and infrastructure elevation to spread floodwaters and reduce mechanical breaching of the Pajaro Lagoon. The Project is cost-shared by the Federal government through design and construction. Implementation of final design and construction will be done in coordination with USACE, with a local match funds requirement. PSDMD will use funding from this NOAA Climate Resilience Grant as local match funds and to facilitate project implementation by securing local environmental permits, necessary real estate easements and agreements, and supplemental environmental monitoring.

Note: The USACE can use other federal funds as local match for these types of projects as long as the other federal funding agency (NOAA) authorizes it, as clearly stated in WRDA 2007 Section 2007 and amendments to that section in WRDA 2022 Sec. 8149. The NOAA FAQs for this grant program state that NOAA grant funds can be used as non-federal match for a project funded by another federal agency if the other agency's grant announcement allows.

Task 2. Land Acquisition

Two parcels will be purchased for the estuarine wetland restoration that is the central focus of this adaptation action. One of the two properties is owned by the County of Santa Cruz, under which PSDMD operates. The County has expressed support for the project and is willing to transfer the land through fee title. The other property is owned by California State Parks, who has also expressed support for the project. There is a potential hurdle to be cleared with this property: the USACE Continuing Authorities Program (CAP) is based on land acquisition and considers obtaining easements as a nonstandard approach. California State Parks may have preference for an easement. PSDMD will need to balance the USACE and California State Parks preferences, but we are confident that a mutually agreeable solution is available, given that all parties are supportive of the project. Temporary and/or permanent property acquisitions and easements on other properties may also be required for restoration, project implementation and access. The extent of these acquisitions/easements depends on the final modeling and design.

Criteria for Measuring Accountability and Period of Performance:

- December 2023 – December 2025: Complete Feasibility Analysis and Initial Project Design (30% Design Plans), Initial Environmental Review Complete, Final Report Regarding Section 106 Consultation and Survey Results, Project Outreach
- October 2025 – June 2027: Complete Final Design Plans, Specifications, Bid Documents, Property Easement Acquisition, Coordinate for Utility and Road Relocation, and Environmental Permits
- January – March 2028: Bid Project and Select Contractor/s
- March – December 2028: Project Implementation
- July 2027 – June 2029: Develop and Implement Project Monitoring, Permitting Compliance, Maintenance and Evaluation, Adaptive Management and Maintenance

TIMELINE

The “Lower Watsonville Slough Ecosystem Restoration Project” will begin October 1, 2024 and will be completed by June 30, 2029, as outlined in the table below.

Task	Period of Performance		2024	2025				2026				2027				2028				2029		
	Start	End	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3
1. Expansion & Restoration of Wetlands and Floodplains																						
Complete Feasibility Analysis and 30% Design, Initial Environmental Coordination and Project Outreach	10/24	12/25					x															
Final Design Plans, Documents, Permits	10/25	6/27											x									
Select Contractor	1/28	3/28														x						
Project Implementation	3/28	12/28																x				
Implement Expansion and Restoration of Wetlands and Floodplains	3/28	6/29																				
Monitoring, Maintenance/Evaluation	7/27	6/29																			x	
2. Land Acquisition																						
Title and Easement Acquisition	10/24	12/27													x							

REPORTING

All project work activities will be reported on in quarterly progress reports. In addition to progress reports, Pajaro Storm Drain Maintenance District will work with CMSF grant team to submit any required documentation in order to lift the funding restriction as described below.

Funding Restriction for Strategy 3.3: Pajaro Storm Drain Maintenance

The Recipient or Pajaro Storm Drain Maintenance District of the County of Santa Cruz is not authorized to expend federal funds for property or real property interest acquisition until the recipient provides to NOAA: [evidence of agreement with a willing seller, draft evidence of title, appraisal, survey, draft

conservation easement, and draft deed for each site], and NOAA has reviewed and approved them. This does not prohibit recipients from expanding funding to negotiate, conduct appraisals, title searches, etc prior to purchasing properties. There may be no real estate cost but there will be costs for staff time processing the agreement including legal review and having the governance of both agencies approve the agreement. This information should be submitted to NOAA's Office for Coastal Management by May 31, 2027. Note that information should be submitted at least 120 days prior to anticipated real property acquisition in order to allow for NOAA review of due diligence materials.

Funding Restriction for Strategy 3.3: Pajaro Storm Drain Maintenance - Task 2

The Recipient or Pajaro Storm Drain Maintenance District of the County of Santa Cruz is not authorized to expend federal funds for property acquisition until the recipient provides to NOAA: [evidence of agreement with a willing seller, draft evidence of title, appraisal, survey, draft conservation easement, and draft deed for each site], and NOAA has reviewed and approved them. This does not prohibit recipients from expanding funding to negotiate, conduct appraisals, title searches, etc prior to purchasing properties. This information should be submitted to NOAA's Office for Coastal Management by May 31, 2027. Note that information should be submitted at least 120 days prior to anticipated real property acquisition in order to allow for NOAA review of due diligence materials.

Funding Restriction for Strategy 3.3: Pajaro Storm Drain Maintenance District County of Santa Cruz

Strategy 3.3: Pajaro Storm Drain Maintenance District (PSDMD), County of Santa Cruz: 'Lower Watsonville Slough Ecosystem Restoration Project' was not sufficiently defined for the National Ocean Service to perform an environmental review by the time the final award file needed to be submitted to obligate funds. The Recipient is not authorized to expend federal funds for restoration project implementation or any earthwork until the recipient provides to NOAA necessary information, such as a scope of work, site plans, map, permits, environmental consultations and any additional information requested to satisfy requirements for National Environmental Policy Act (NEPA) and environmental consultation, and receives approval from NOAA. This information should be submitted to NOAA's Office for Coastal Management by May 31, 2027. NOAA will review these tasks for compliance with NEPA and Environmental compliance once the applicant has submitted the final documentation to determine if additional information is necessary and what level of NEPA documentation applies. Once this Specific Award Condition has been released by NOAA, the Recipient is authorized to expend federal funds to complete Strategy 3.3, unless there are other conditions placed on the award that would restrict this expenditure of funds.

BUDGET NARRATIVE

The County of Santa Cruz, as subrecipient of California Marine Sanctuary Foundation, will utilize \$5,000,000 in grant funds for the project “Lower Watsonville Slough Ecosystem Restoration Project,” with costs summarized as follows:

COST CATEGORY	TOTAL BUDGET
Personnel	\$430,283
Fringe	\$255,717
Travel	\$0
Equipment	\$0
Supplies	\$0
Contractual	\$2,859,455
Construction	\$0
Other	\$1,000,000
TOTAL DIRECT COSTS	\$4,545,455
Indirect Costs	\$454,545
TOTAL COSTS	\$5,000,000

A. Personnel**TOTAL: \$ 430,283**

Position Title, Name	Yearly Full time Equivalent Salary (in Base Year, 2025)	% of Time	# of Months Employed	Total Amount (over project term)
Resource Planner 4, Antonella Gentile	\$136,843	27.01% 26.02% 26.02% 14.13% 7.79%	60	\$138,166
Civil Engineer, Alyson Tom	\$142,467	16.21% 17.90% 17.90% 11.38% 5.28%	60	\$97,814
Senior Civil Engineer, Rachel Fatoohi/Rodney Trujillo	\$171,276	14.64% 16.04% 16.04% 11.29% 6.23%	60	\$110,010
Principal Planner, Matt Johnston	\$157,173	2.0% 9.75% 9.75% 2.0% 2.0%	60	\$40,073
Senior Real Property Agent, Kimberly Finley	\$135,845	2.31% 7.77% 7.77% 7.77%	48	\$34,812
Departmental Communications Officer, Tiffany Martinez	\$124,014	1.52% 1.52% 1.52% 1.52% 1.52%	60	\$9,409

Annual Personnel Cost Detail:

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Resource Planner 4, Antonella Gentile	\$36,960	\$35,601	\$35,601	\$19,340	\$10,663	\$138,166
Civil Engineer, Alyson Tom	\$23,092	\$25,496	\$25,496	\$16,203	\$7,528	\$97,814
Senior Civil Engineer, Rachel Fatoohi/ Rodney Trujillo	\$25,066	\$27,471	\$27,471	\$19,340	\$10,663	\$110,010
Principal Planner, Matt Johnston	\$3,137	\$15,332	\$15,332	\$3,136	\$3,136	\$40,073
Senior Real Property Agent, Kimberly Finley	\$3,136	\$10,558	\$10,558	\$10,558		\$34,812
Departmental Communications Officer, Tiffany Martinez	\$1,882	\$1,882	\$1,882	\$1,882	\$1,881	\$9,409
Total	\$93,273	\$116,340	\$116,340	\$70,459	\$33,871	\$430,283

Funding in the amount of \$430,283 in salaries is required for the 5- year period of this project (Y1: \$93,273; Y2: \$116,340; Y3: \$116,340; Y4: \$70,459; Y5: \$33,871). This budget covers staff time for finalizing the feasibility study, environmental review, outreach, LERRDs, permitting, coordination, review, monitoring and maintenance and grant administration throughout years 1-5. No cost-of-living adjustment is included.

Resource Planner 4, Antonella Gentile will assist with USACE coordination, project design review, LERRDs, Outreach, Environmental Review, and Permitting. This work enables project implementation which provides risk reduction and enduring capacity for coastal ecosystems, coastal and residential access, utility and flood control facilities. This position relates primarily to the risk reduction program objective.

Civil Engineer, Alyson Tom will assist with USACE coordination, project design review, LERRDs, Outreach, Environmental Review and Permitting. This work enables project implementation which provides risk reduction and enduring capacity for coastal ecosystems, coastal and residential access, utility and flood control facilities. This position relates primarily to the risk reduction program objective.

Senior Civil Engineer, Rodney Trujillo will assist with USACE coordination, project design review, LERRDs, Grant Management, Outreach, Environmental Review and Permitting. This work relates to project implementation which provides risk reduction and enduring capacity for coastal ecosystems, coastal and residential access, utility and flood control facilities. This position relates primarily to the risk reduction program objective.

Principal Planner, Matt Johnston will assist with Environmental Review and Permitting. This work enables project implementation which provides risk reduction and enduring capacity for coastal ecosystems, coastal and residential access, utility and flood control facilities. This position relates primarily to the risk reduction program objective.

Senior Real Property Agent, Kimberly Finley will assist with Lands, Easements, Right of Ways, Relocations, and Disposals (LERRDs) from year 1-4 of the project. This work enables project implementation which provides risk reduction and enduring capacity for coastal ecosystems, coastal and residential access, utility and flood control facilities. This position relates primarily to the risk reduction program objective.

Departmental Communications Officer, Tiffany Martinez will assist with outreach. This position relates to the risk reduction and equity and inclusion program objectives.

B. Fringe Benefits**TOTAL: \$ 255,717**

Position Title, Name	Yearly Salary	Total Grant Salary	% Rate	Total Amount (over project term)
Resource Planner 4, Antonella Gentile	\$136,843	\$138,166	59.43%	\$82,112
Civil Engineer, Alyson Tom	\$142,447	\$97,814	59.43%	\$58,131
Senior Civil Engineer, Rachel Fatoohi/Rodney Trujillo	\$171,275	\$110,010	59.43%	\$65,379
Principal Planner, Matt Johnston	\$157,173	\$40,073	59.43%	\$23,816
Senior Real Property Agent, Kimberly Finley	\$135,845	\$34,812	59.43%	\$20,688
Departmental Communications Officer, Tiffany Martinez	\$124,013	\$9,409	59.43%	\$5,591

Annual Fringe Cost Detail:

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Resource Planner 4, Antonella Gentile	\$21,966	\$21,158	\$21,158	\$11,494	\$6,336	\$82,112
Civil Engineer, Alyson Tom	\$13,723	\$15,152	\$15,152	\$9,630	\$4,474	\$58,131
Senior Civil Engineer, Rachel Fatoohi/Rodney Trujillo	\$14,897	\$16,326	\$16,326	\$11,494	\$6,336	\$65,379
Principal Planner, Matt Johnston	\$1,864	\$9,112	\$9,112	\$1,864	\$1,864	\$23,816
Senior Real Property Agent, Kimberly Finley	\$1,863	\$6,275	\$6,275	\$6,275		\$20,688
Departmental Communications Officer, Tiffany Martinez	\$1,119	\$1,118	\$1,118	\$1,118	\$1,118	\$5,591
Total Direct Costs						
Indirect Costs						
Total	\$55,432	\$69,141	\$69,141	\$41,874	\$20,129	\$255,717

Per an accepted Indirect Cost Rate Proposal fringe benefits are charged at a rate of 59.43%. The fringe benefits include retirement, health benefits, etc.

C. Travel**TOTAL: \$ 0****D. Equipment****TOTAL: \$ 0****E. Supplies****TOTAL: \$ 0**

F. Contractual**TOTAL: \$ 2,859,455**

A total of \$2,859,455 in Contractual costs is requested for seven contracts, as follows:

Subrecipient	Total Amount
Gutierrez Consultants	\$117,600
cbec eco Engineering	\$125,000
GEI	\$130,000
Real Estate Consultant	\$100,000
Monitoring & Maintenance of Restoration Project (TBD)	\$ 84,000
Relocations (TBD)	\$ 2,302,855
TOTAL CONTRACTUAL COSTS	\$2,859,455

Contract 1: Gutierrez Consultants - \$ 117,600**Method of Selection:** Sole Source

Gutierrez Consultants has extensive grant administration experience working in the Santa Cruz County area and with our Flood Control District. They are familiar with the Watsonville Slough Ecosystem Restoration project through their assistance with the Ocean Protection Council grant which funded a portion of the feasibility costs and may be assisting other partners with administration of the NOAA grant. Additionally, since Gutierrez Consultants has worked with PSDMD in the past, the administrative tasks will be streamlined which will provide cost savings to PSDMD. These consultant services and expertise could not be provided elsewhere nor for less cost.

Period of Performance: January 1, 2025, to June 30, 2029

Description of Activities:

This task includes the work necessary to support the development and implementation of the final grant scope, schedule and budget, support compliance with the terms of the grant agreement, and prepare and submit grant invoices and progress reports. This contract also includes additional grant administration services, as needed, and coordinating with California Marine Sanctuary Foundation, NOAA, and PSDMD staff.

Method for Maintaining Performance Accountability: Timely invoices, progress reports, and compliance measures.

Total Budget: \$ 117,600

The budget is based on a proposal from the consultant.

COST CATEGORY	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
TOTAL DIRECT COSTS	22,400	\$ 23,200	\$ 24,000	\$24,000	\$24,000	117,600
Indirect Costs	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL COSTS	\$ 22,400	\$ 23,200	\$ 24,000	\$ 24,000	\$ 24,000	\$ 117,600

Contract 2: Cbec eco Engineering - \$125,000

Method of Selection: Sole Source

Cbec eco Engineering staff is uniquely qualified to assist with this task as they have extensive experience with Watsonville Slough, the Pajaro River Mouth Sandbar Breaching Program, and the Watsonville Slough Ecosystem Restoration project. This background is beneficial for comparisons and observations of before, during and after project conditions. There are efficiencies and cost savings expected by using this consultant due to familiarity with the project and location.

Period of Performance: January 1, 2025, to June 30, 2029

Description of Activities: Surveying, monitoring, and reporting on Pajaro Lagoon cross sections, water levels and observations.

Method for Maintaining Performance Accountability: Annual Reports

Total Budget: \$ 125,000

The total budget for this contract is \$125,000 and is based on an estimate of \$25,000 per year.

COST CATEGORY	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
TOTAL DIRECT COSTS	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$125,000
Indirect Costs	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL COSTS	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$125,000

Contract 3: GEI - \$130,000

Method of Selection: On-Call List

Period of Performance: November 1, 2024, to December 31, 2025

Description of Activities: Prepare CEQA Analysis to be appended to USACE Feasibility Study and NEPA Environmental Assessment.

Method for Maintaining Performance Accountability: CEQA Initial Study and Negative Declaration or Mitigated negative Declaration.

Total Budget: \$130,000

The total budget for this contract is estimated at \$130,000 and is based on an estimate from the contractor.

COST CATEGORY	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
TOTAL DIRECT COSTS	\$130,000	\$0	\$0	\$0	\$0	\$130,000
Indirect Costs	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL COSTS	\$130,000	\$0	\$0	\$0	\$0	\$130,000

Contract 4: Monitoring and Maintenance of Restoration Project (TBD) - \$84,000**Method of Selection:** Competitive**Period of Performance:** July 2027 to June 30, 2029

Description of Activities: Monitoring and maintenance of the restoration project will be included as a project component to ensure project consistency with the environmental impact analysis, evaluate project performance, and identify opportunities for adaptive management. This includes developing the monitoring and maintenance plan.

Method for Maintaining Performance Accountability: Annual Reports.**Total Budget: \$84,000**

The total budget for this contract is \$84,000 and is based on previous time and studies completed by PSDMD engineers and planners.

COST CATEGORY	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
TOTAL DIRECT COSTS	\$0	\$0	\$ 28,000	\$ 28,000	\$ 28,000	\$ 84,000
Indirect Costs	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL COSTS	\$0	\$0	\$ 28,000	\$ 28,000	\$ 28,000	\$ 84,000

Contract 5: Real Estate Consultant/s (TBD) - \$ 100,000**Method of Selection:** TBD**Period of Performance:** January 1, 2025, to July 31, 2028

Description of Activities: Conduct field and paper surveys, develop real estate documents and conduct property appraisals. If possible, County staff will be used to complete some of this work depending on availability and expertise.

Method for Maintaining Performance Accountability: Appraisal and real estate documents.**Total Budget: \$ 100,000**

The total budget for this contract is \$100,000 and is based on previous time and work completed by survey and real property staff.

COST CATEGORY	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
TOTAL DIRECT COSTS	\$25,000	\$25,000	\$25,000	\$25,000	\$0	\$100,000
Indirect Costs	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL COSTS	\$25,000	\$25,000	\$25,000	\$25,000	\$0	\$100,000

Contract 6: Relocations, Design and Implementation (TBD) - \$2,302,855**Method of Selection:** TBD**Period of Performance:** January 1, 2026 – December 31, 2028**Description of Activities:**

Years 2 and 3 - Relocation design for both utilities and road raise in conjunction with the culvert replacement and restoration design.

Year 4 – Construction contract notice and award and utility and road relocation implementation.

To safely restore slough hydrology and restore slough habitat the access road/s will need to be raised so that mechanical breaching is not required as often. This will also require coordination to raise or relocate utilities. This may require temporary accommodations during the implementation of the road raising phase of the project. To the extent possible, work will be completed by PSDMD and County staff, but this has yet to be determined.

Method for Maintaining Performance Accountability: Contracts**Total Budget:** \$ 2,302,855

The total budget for this contract is \$2,302,855 and is based on previous time and costs from similar projects as well as knowledge of the number and types of utilities currently located within the project scope and preliminary estimates from the USACE.

COST CATEGORY	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
TOTAL DIRECT COSTS	\$0	\$418,300	\$418,300	\$1,606,255	\$0	\$2302,855
Indirect Costs	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL COSTS	\$0	\$348,300	\$348,300	\$1,606,255	\$0	\$2,302,855

G. Construction**TOTAL: \$ 0****H. Other****TOTAL: \$ 1,000,000**

Other costs totaling \$1,000,000 are requested for property and easement acquisition potentially on County, State and private properties. This estimate assumes temporary and/or permanent property acquisitions and easements may be required for restoration, flowage easements, project implementation and access. Negotiations may be required on APNs 052-381-05, 052-161-07, 052-161-13, 052-171-21, 052-191-20, 052-191-21, 052-191-50, 052-191-56, 052-231-04, 052-231-05, 052-231-22, and 052-231-23.

I. Total Direct Charges**TOTAL: \$ 4,545,455**

	Total Project Cost
A. Personnel	\$430,283
B. Fringe	\$255,717
C. Travel	\$0
D. Equipment	\$0
E. Supplies	\$0
F. Contractual	\$2,859,455
G. Construction	\$0
H. Other	\$1,000,000
Total Direct Costs	\$4,545,455

J. Indirect Charges**TOTAL: \$ 454,545**

Indirect charges of 10% are assessed on all direct charges.

K. Totals: Direct and Indirect Charges**TOTAL: \$ 5,000,000****L. Cost Share or Match****TOTAL: \$ 0****LEVERAGED FUNDS**

The NOAA grant will leverage a total of \$8,735,000 from federal and state funding sources.

Based on the preliminary construction estimate, the total USACE funding totals \$7,885,000. The USACE funding covers 50% of the feasibility phase in the amount of \$1,060,000, including 30-35% project design of the project. The remaining will cover 75% of the cost of the design completion, construction of the improvements, and the adaptive management and monitoring expenses.

In addition, the County has received \$850,000 in grants from the California Natural Resources Agency and the Ocean Protection Council for the feasibility phase of the project. The \$850,000 is being applied toward the USACE's required 50% local match for the feasibility phase including the initial design.

While early termination of the grant is not anticipated, this project, as with any complex undertaking, carries inherent uncertainties that could impact its cost and timeline. Should the USACE be unable to complete the design due to federal funding limitations, scheduling challenges, or other unforeseen circumstances, or if project costs exceed the available resources, the project may need to be temporarily halted until supplementary funding can be secured.

CR116

Attachment 6

Notice of Award (NOA) and any additional documents



The following pages include the NOA and if applicable any additional documentation referenced throughout this Subaward.



Not incorporating the NOA or any additional documentation to this Subaward.



Department of Commerce
National Oceanic and Atmospheric Administration (NOAA)
NOS Office for Coastal Management (OCM)

Notice of Award (NoA)
NA24NOSX473C0102-T1-01

RECIPIENT INFORMATION**1. Recipient Name**

CALIFORNIA MARINE SANCTUARY
FOUNDATION
99 PACIFIC ST
MONTEREY, CA 93940

2. Congressional District of Recipient

19

3. Employer Identification Number (EIN)

94-3225675

4. UEI

JAEJU1YFDBN3

5. Recipient Point of Contact

Danielle Brown (Contact)

6. Authorized Official

Mr. Mazurek, Robert
robert@californiamsf.org

FEDERAL AGENCY CONTACT INFORMATION**7. Grant Specialist**

Brandi Franklin
brandi.l.franklin@noaa.gov

8. Program Officer

Lindy Dingerson Betzhold
lindy.betzhold@noaa.gov

9. Grant Officer

Brandi Franklin
brandi.l.franklin@noaa.gov

FEDERAL AWARD INFORMATION**10. Award Number / FAIN**

NA24NOSX473C0102-T1-01 / NA24NOSX473C0102 / Mod 0

11. Award Type

Cooperative Agreement

12. Period of Performance Start Date & End Date

10/01/2024 – 09/30/2029

13. Federal Share of Cost

\$71,100,000

14. Recipient Share of Cost

\$0

15. Total Federal and Recipient Cost

\$71,100,000

16. Opportunity Number

NOAA-NOS-OCM-2023-2008068

17. Project Title

Regional Adaptation for Climate Resilience of Monterey Bay Coastal Communities

18. Assistance Listing Number and Name

11.473 Office for Coastal Management

19. Award Action Type

New Competing

20. Multiyear Award?

No

21. R&D Award?

No

22. Construction Award?

No

23. Grants Officer – Signature and Date

Brandi Franklin – 09/06/2024



Department of Commerce
NOAA
NOS Office for Coastal Management (OCM)

Notice of Award
NA24NOSX473C0102-T1-01

NOTICE OF NOAA AWARD COVER LETTER

Congratulations, you are the recipient of NOAA award Number NA24NOSX473C0102-T1-01.

This Notice of Award (NoA) approved by the NOAA Grants Officer, constitutes the official grant award and the obligation of Federal funding. The NoA serves as the official legal document issued to notify the recipient and others that an award has been made. The NoA contains all terms and conditions of the grant award.

The complete NoA can be found and downloaded under eRA Commons using the following instructions: [View Notice of Award | eRA](#)

This NoA was sent to the specified email address entered in the NoA email field by the recipient organization when completing the electronic Research Administration (eRA) Commons registration process. The Signing Official (SO) can update this email address through the Institutional Profile section in eRA Commons. The NoA can also be viewed from the Status Information page in eRA Commons. By accepting the award, the recipient agrees to comply with the award provisions specified on the award document.

As the Signing Official (SO) you are authorized to legally bind the institution in grant-administration matters. In providing your signature approval on the grant application submission you are responsible for monitoring grant related activities and authorizing expenditures under this award.

Additional Information about your award is shown below:

- Assistance Listing Number: 11.473
- Project Period: 10/01/2024 – 09/30/2029
- Program Office: NOS Office for Coastal Management (OCM)
- Program Officer: Lindy Dingerson Betzhold
- Program Officer Phone:
- Program Officer Email: lindy.betzhold@noaa.gov
- Total Federal Funding: \$71,100,000
- Total Non-Federal Funding: \$0
- Organization Name: CALIFORNIA MARINE SANCTUARY FOUNDATION
- Project Title: Regional Adaptation for Climate Resilience of Monterey Bay Coastal Communities
- Name of Principal Director/Project Investigator (PI/PD) as identified in the negotiated application:
 - o Danielle Brown (contact)
 - o Susan Marie Robinson
 - o Katelyn Sprofera

This email was sent from a source that is not monitored for responses. If you need assistance, contact your Program/Project Officer (for programmatic issues) or the [eRA Help Desk](#) (for technical issues).

SECTION I – BUDGET INFORMATION**Approved Budget**

	Year 1 Federal	Year 2 Federal	Year 3 Federal	Year 4 Federal	Year 5 Federal	Total
Personnel(non-research)	\$581,910	\$605,186	\$629,393	\$654,568	\$627,297	\$3,098,354
Fringe Benefits	\$174,574	\$181,556	\$188,816	\$196,372	\$188,189	\$929,507
Travel	\$4,161	\$10,433	\$10,433	\$10,433	\$10,433	\$45,893
Supplies	\$4,620	\$620	\$620	\$620	\$620	\$7,100
Contractual	\$269,229	\$272,887	\$232,914	\$241,013	\$229,252	\$1,245,295
Other	\$12,190,544	\$13,456,010	\$13,517,473	\$16,257,374	\$9,764,923	\$65,186,324
Total Direct Charges	\$13,225,038	\$14,526,692	\$14,579,649	\$17,360,380	\$10,820,714	\$70,512,473
Indirect Charges	\$114,399	\$118,073	\$117,277	\$121,250	\$116,528	\$587,527
Federal	\$13,339,437	\$14,644,765	\$14,696,926	\$17,481,630	\$10,937,242	\$71,100,000
Non-Federal	\$0	\$0	\$0	\$0	\$0	\$0

Authorized

	Cumulative
Federal	\$71,100,000
Non-Federal	\$0
Total	\$71,100,000

Authorized Funding Codes

					Cumulative
140W8KMPZC	22P00	141017000000000000	41000100	IRA CRRC	\$71,100,000
Total					\$71,100,000

SECTION II – NOAA STANDARD TERMS AND CONDITIONS

- 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS, AS ADOPTED PURSUANT TO 2 CFR § 1327.101
<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1>
- DEPARTMENT OF COMMERCE FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS
<https://www.commerce.gov/oam/policy/financial-assistance-policy>
The Department of Commerce Financial Assistance Standard Terms and Conditions (ST&C) issued November 12, 2020, are incorporated by reference into this award.
- Bureau Financial Assistance Standard Terms and Conditions
[Administrative Standard Award Conditions for National Oceanic and Atmospheric Administration \(NOAA\) Financial Assistance Awards U.S. Department of Commerce](#)
- Department of Commerce Pre-Award Notification Requirements for Grants and Cooperative Agreements (REF: 79FR 78390)
<https://www.govinfo.gov/content/pkg/FR-2014-12-30/pdf/2014-30297.pdf>

SECTION III – SPECIFIC AWARD CONDITIONS**SPECIAL TERMS****Foreign Air Carrier**

The recipient shall comply with the provisions of the Fly America Act (49 U.S.C. § 40118). The implementing regulations of the Fly America Act are found at 41 C.F.R. §§ 301-10.131 through 301-10.143. If a foreign air carrier is anticipated to be used for any portion of travel under a DOC financial assistance award the recipient must receive prior approval from the

Grants Officer.

New Award

This competitive award number NA24NOSX473C0102-T1-01 to CALIFORNIA MARINE SANCTUARY FOUNDATION supports the work described in the Recipient's proposal entitled Regional Adaptation for Climate Resilience of Monterey Bay Coastal Communities, dated 02/09/2024, as revised on 06/18/2024, which is incorporated into the award by reference. This award is made under the following statutory authorities: Section 40001 of the Inflation Reduction Act (Public Law 117-169), Section 310 of the Coastal Zone Management Act (16 U.S.C. 1456c) (titled Technical Assistance), the Digital Coast Act (Public Law 116-223), the National Climate Program Act (Public Law 95 367), and the Infrastructure Investment and Jobs Act (IIJA, Public Law 117-58). Where the terms of the award and proposal differ, the terms of the award shall prevail.

The terms in Section II of the Notice of Award applicable to this award are the version in effect at the time of award, unless the award is amended. Historical versions of 2 CFR 200 are available by clicking links at the top of the eCFR weblink in the Notice of Award.

Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Buy America Preference. Recipients of an award of Federal financial assistance from the Department of Commerce (Department) for a program for infrastructure are hereby notified that none of the funds provided under this award may be used for an infrastructure project unless:

1. all iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. all manufactured products used in the project are produced in the United States – this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product; and
3. all construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States. The construction materials standards are listed below.

Incorporation into an infrastructure project. The Buy America Preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Categorization of articles, materials, and supplies. An article, material, or supply should only be classified into one of the following categories: (i) Iron or steel products; (ii) Manufactured products; (iii) Construction materials; or (iv) Section 70917(c) materials. An article, material, or supply should not be considered to fall into multiple categories. In some cases, an article, material, or supply may not fall under any of the categories listed in this paragraph. The

classification of an article, material, or supply as falling into one of the categories listed in this paragraph must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the location of the infrastructure project at which the iron, steel, manufactured products, and construction materials will be incorporated.

Application of the Buy America Preference by category. An article, material, or supply incorporated into an infrastructure project must meet the Buy America Preference for only the single category in which it is classified.

Determining the cost of components for manufactured products. In determining whether the cost of components for manufactured products is greater than 55 percent of the total cost of all components, use the following instructions:

- a. For components purchased by the manufacturer, the acquisition cost, including transportation costs to the place of incorporation into the manufactured product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- b. For components manufactured by the manufacturer, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (a), plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the manufactured product.

Construction material standards. The Buy America Preference applies to the following construction materials incorporated into infrastructure projects. Each construction material is followed by a standard for the material to be considered "produced in the United States." Except as specifically provided, only a single standard should be applied to a single construction material.

1. Non-ferrous metals. All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.
2. Plastic and polymer-based products. All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.
3. Glass. All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.
4. Fiber optic cable (including drop cable). All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.
5. Optical fiber. All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.
6. Lumber. All manufacturing processes, from initial debarking through treatment and planing, occurred in the United States.
7. Drywall. All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.
8. Engineered wood. All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

Waivers

When necessary, recipients may apply for, and the Department may grant, a waiver from these requirements.

To help federal agencies and recipients meet BABA requirements, the U.S. Department of Commerce, National Institute for Standards and Technology (NIST), Hollings Manufacturing Extension Partnership (MEP) National Network™ provides a service to connect stakeholders, including recipients, to U.S. manufacturers that have relevant production capabilities and capacities to help fulfill current market and supply chain needs. Recipients considering a BABA nonavailability waiver are strongly encouraged to contact the NIST/MEP for assistance with supplier scouting services prior to seeking a BABA nonavailability waiver. Further information on the NIST/MEP supplier scouting services is available at: <https://nist.gov/mep/supply-chain/supplier-scouting>.

When the Department has made a determination that one of the following exceptions applies, the awarding official may waive the application of the Buy America Preference in any case in which the Department determines that:

applying the Buy America Preference would be inconsistent with the public interest (public interest waiver);

the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality (nonavailability waiver); or

the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent (unreasonable cost waiver).

A request to waive the application of the Buy America Preference must be in writing. The Department will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described on the Department's Build America, Buy America website found at <https://www.commerce.gov/oam/build-america-buy-america>.

Definitions

“Buy America Preference” means the “domestic content procurement preference” set forth in section 70914 of the Build America, Buy America Act, which requires the head of each Federal agency to ensure that none of the funds made available for a Federal award for an infrastructure project may be obligated unless all of the iron, steel, manufactured products, and construction materials incorporated into the project are produced in the United States.

“Construction materials” means articles, materials, or supplies that consist of only one of the items listed in paragraph (1) of this definition, except as provided in paragraph (2) of this definition. To the extent one of the items listed in paragraph (1) contains as inputs other items listed in paragraph (1), it is nonetheless a construction material.

1. The listed items are:

i. Non-ferrous metals;

ii. Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);

- iii. Glass (including optic glass);
- iv. Fiber optic cable (including drop cable);
- v. Optical fiber;
- vi. Lumber;
- vii. Engineered wood; and
- viii. Drywall.

2. Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material.

“Infrastructure” means public infrastructure projects in the United States, which includes, at a minimum, the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy including electric vehicle (EV) charging.

“Infrastructure project” means any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States regardless of whether infrastructure is the primary purpose of the project. See also paragraphs (c) and (d) of 2 CFR 184.4.

“Iron or steel products” means articles, materials, or supplies that consist wholly or predominantly of iron or steel or a combination of both.

“Manufactured products” means:

- 1. Articles, materials, or supplies that have been:
 - i. Processed into a specific form and shape; or
 - ii. Combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.
- 2. If an item is classified as an iron or steel product, a construction material, or a Section 70917(c) material under 2 CFR 184.4(e) and the definitions set forth in 2 CFR 184.3, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product under 2 CFR 184.4(e) and paragraph (1) of this definition may include components that are construction materials, iron or steel products, or Section 70917(c) materials.

“Predominantly of iron or steel or a combination of both” means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.

“Section 70917(c) materials” means cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives. See Section 70917(c) of the Build America, Buy America Act.

IMPLEMENTATION OF DOMESTIC SOURCING REQUIREMENT

Prior to initiation of any construction that may arise in this award, the Recipient is required to inform the NOAA Grants Officer and the Federal Program Officer whether it is using iron, steel, manufactured products, or construction materials as described in the Specific Award Condition in this award on Required Use of American Iron, Steel, Manufactured Products, and Construction Materials. In addition, the Recipient is required to inform the NOAA Grants Officer and the Federal Program Officer whether those materials are produced or manufactured in the United States, or alternatively, it is requesting one or more waivers, as described in the award condition. The Recipient is required to coordinate with NOAA regarding its compliance with this Term.

Signs (BIL/IRA)

The Recipient is responsible for constructing, erecting, and maintaining in good condition throughout the construction period a sign(s) satisfactory to NOAA that identifies the project and indicates that the project is Federally funded by the Bi-Partisan Infrastructure Law, and/or the Inflation Reduction Act (IRA). NOAA may require that the recipient maintain a permanent plaque or sign at the project site with the same or similar information. The temporary and permanent proposed signage implementation plans must be submitted to and approved by NOAA prior to installation.

Tangible Property Reporting and Disposition

Tangible personal property has been identified and budgeted in the grant application. The Recipient must report such property to NOAA. The SF-428, SF-428-B (final report), and as needed, the SF-428-S (inventory list) must be submitted no later than 120 days after the project end date. The SF-428-C (the disposition report) must be submitted when the property is no longer required for the purpose of the project, and in accordance with 200.311-314. These forms can be accessed at <https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>.

Pre-Award Costs

Pre-award costs in the amount of \$146,488.65 for the period 06/01/2024 through 10/01/2024 are acceptable only to the extent of their reasonableness and relationship to the proposed activities of this award. The approved pre-award costs are a portion of, not in addition to, the approved total budget.

SPECIAL CONDITIONS

Programmatic Requirements for Inflation Reduction Act Climate Regional Resilience Challenge Awards

A. Implementing Project Activities: Prior to implementing a project activity developed as part of a planning activity funded under this award, the applicant must ensure that the work will be conducted in accordance with appropriate Federal, state and local laws.

B. Field Work: The applicant must ensure that any field work conducted as part of educational, training or volunteer programs/activities will be conducted in accordance with appropriate Federal, state and local laws and will follow recognized best practices for minimizing impacts to the human and natural environment.

C. Safety: The Recipient is responsible for safety in the project, including the safety of project personnel, associates, visitors, and volunteers. In addition, for any Self-Contained Underwater Breathing Apparatus (SCUBA) diving activities in a project, it is the responsibility of the Recipient to ensure that SCUBA divers are certified to a level commensurate with the type and conditions of the diving activity being undertaken. Furthermore, it is the responsibility of the Recipient to ensure that any SCUBA diving activities under this award meet, at a minimum, all applicable Federal, State, and local laws and regulations pertaining to the type of SCUBA diving being undertaken.

D. Uncrewed Aircraft Systems: If this project involves Unoccupied Aircraft Systems (UAS or drone technology), the Recipient is responsible for coordinating with the Federal Program Officer regarding any applicable policies and standards in NOAA's Office of Marine and Aviation Operations (OMAO) Handbook (June 2022, and any updates). See <https://www.oma.noaa.gov/learn/aircraft-operations/aircraft/uncrewed-aircraft-systems>. In addition, for any UAS activities in a project, it is the responsibility of the Recipient to ensure it has complied with applicable federal/state/local laws and have the appropriate permits in hand prior to conducting drone operations.

E. Supplemental Guidance on Acknowledgement of Sponsorship for Climate Regional Resilience Challenge Awards: The following provision supplements the Department of Commerce Financial Assistance Standard Terms and Conditions G.05 and the Environmental Data and Publications Special Award Condition in this award: The cover of the title page of all reports, studies, or other documents, published or distributed electronically or hard copy, and acknowledgement pages of websites and web pages, that are supported in whole or in part by this award or any subawards shall acknowledge the financial assistance provided by the Inflation Reduction Act administered by the Office for Coastal Management, National Oceanic and Atmospheric Administration.

F. International Travel: Consistent with Department of Commerce Financial Assistance Standard Term and Condition G.05.d., all international travel is required to comply with the regulations set forth in the Fly America Act, 49 U.S.C. 40118.

G. Subaward and Contract Extensions: The Recipient is responsible for administering any requests for extensions of performance periods for any approved subaward or contract up to, but not beyond, the full Federal award period without prior approval by NOAA. NOAA must be notified in writing of any such task extension in semi-annual performance reports.

H. Funding Acknowledgement Sign: For any property restored or acquired under the award, the Recipient shall cause to be erected at the property a permanent plaque or sign satisfactory to NOAA that identifies the project and credits the "National Oceanic and Atmospheric Administration through the Inflation Reduction Act" as a funding source. The Recipient's final project report shall include photographs of the sign installed at the property as evidence that this award condition has been met.

I. Meeting Attendance: Applicants should allocate travel funds for any necessary coordination meetings at regional or national levels. Applicants should budget travel costs for up to two representatives of each collaborative to participate in three national Climate Regional Resilience Challenge program meetings during the period of performance.

NOAA Substantial Involvement for Cooperative Agreement

This award is a cooperative agreement as described in 2 C.F.R. 200.1, meaning that the NOAA is substantially involved in the project. NOAA's partnership involves the following:

Coordination and Oversight

- NOAA Office for Coastal Management (OCM) staff will coordinate and collaborate with the recipient on programmatic, administrative, and other award-related matters and provide guidance and assistance in the management and execution of the cooperative agreement throughout the period of performance.

- OCM staff will closely monitor the execution of the award, and in its discretion, may review or monitor sub-awards for which the Recipient remains responsible. NOAA may require milestones before subsequent stages of the project may continue.
- NOAA may limit the recipient's discretion with respect to the scope of work, organizational structure, staffing, mode of operations, and other management processes, which will be coupled with close monitoring of operational involvement during performance.

Technical Assistance

- OCM and other NOAA staff will provide additional technical assistance to the recipient and participate in programmatic activities as needed. The specific terms (e.g., type, frequency, duration) of the technical assistance will be identified and agreed upon by the recipient and NOAA during the first four months of the period of performance and documented in a Technical Assistance Plan as part of the cooperative agreement. The Technical Assistance Plan may include known and anticipated assistance from OCM or other NOAA staff such as training delivery, facilitation and convening, geospatial services, tool and resource development, and other subject matter consultation. The Technical Assistance Plan will be an iterative document that captures evolving and emerging needs as the project progresses for the duration of the period of performance and may be updated on a semi-annual basis as needed.

Climate Resilience Regional Challenge Fellowships

If this award involves one or more Coastal Resilience Fellows, each fellow is anticipated to collaborate on the Recipient's project for a period of up to two years, starting in 2025. Recipients are expected to cooperate with NOAA to establish fellowship activities for the project. A second round of fellows may also be considered under the award, subject to NOAA approval.

The Recipient will coordinate with NOAA as needed to ensure that the fellow's project activities remain consistent with program objectives. The Recipient must also coordinate with a third party administrator on implementation of the fellowship program, including ensuring that a salary, stipend, or other funding is provided to the fellow. Fellows are not agents or assignees of NOAA, and NOAA is not responsible for supervising or controlling the means and manner of any fellow's participation in the project, or establishing the work schedule or tenure for the fellow.

Specific responsibilities of the Recipient also include providing the following for each fellow:

- A specific two-year project for which the fellow can play a meaningful role;
- Office space, supplies, and equipment (such as a computer and any specific software); and
- A mentor to provide professional development advice and support, ensure the fellow is integrated into the project team and office, look for opportunities for the fellow to gain skills and experience, and supervise the fellow's project work.

Coastal Geospatial Services

Upon request, NOAA will collaborate with the Recipient on the potential for cooperative use of NOAA's Coastal Geospatial Services Contract (CGSC) for geospatial data and services.

Post Award Environmental Review Process

National Environmental Policy Act (NEPA) Requirements for Change of Scope: Under Department of Commerce Standard Terms and Conditions G.04.a., the Recipient is required to identify to NOAA any impact the award will have on the quality of the human environment, and assist NOAA in complying with NEPA and associated environmental laws and policies. For any tasks or sub-tasks with a Special Award Condition attached requiring further NOAA Office for Coastal Management review prior to full approval, the Office for Coastal Management will review these tasks to determine the appropriate level of National Environmental Policy Act analysis, and if additional information is necessary.

If the scope of an award amendment has changed from the original grant scope (e.g., funding is being awarded for additional construction not originally considered), then NOAA will consider if the change implicates the National Environmental Policy Act even if it was considered in the original award of the grant. A Categorical Exclusion, Environmental Assessment, or Environmental Impact Statement may be prepared for grant amendments, depending on scope of the amendment and what type of analysis is appropriate. For additional grant cycle steps, such as the release of funds, cost extensions, and other administrative steps that do not change the scope of the original grant award where NEPA was conducted, a NEPA review will not need to be conducted again.

NOAA may require additional information to fulfill post award NEPA and environmental compliance review requirements. If NOAA determines that an environmental assessment is required, applicants may also be required to assist in drafting the assessment. Applicants may also be required to cooperate with NOAA in identifying and implementing feasible measures to reduce or avoid any identified adverse environmental impacts of their proposal.

Supplemental Reporting Guidance

This Special Award Condition supplements reporting requirements in 2 C.F.R. 200.328-200.330, the Department of Commerce Standard Terms and Conditions and NOAA Administrative Standard Award Conditions.

(a) Format: Performance reports shall address the subject areas specified in Office for Coastal Management, FY 2024 Inflation Reduction Act Funding Performance Report Guidelines , which is available from the NOAA Office for Coastal Management and may be attached to this award.

(b) NOAA will coordinate with the recipient to develop performance metrics that will be used to evaluate the implementation of the projects. Additionally, NOAA will work with all CRRC recipients to develop resilience metrics for the CRRC program to evaluate the impact of adaptation efforts to build coastal resilience.

Land Acquisition Special Award Conditions- General Requirements

A. General requirements on land acquisitions and conservation easements

The Recipient shall comply with all requirements set forth in the Department of Commerce Financial Assistance Standard Terms and Conditions and 2 CFR 200, including 2 CFR 200.311, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA- 42 USC 4601 et seq., and implementing regulations issued at 15 CFR Part 11 and 49 CFR 24). The URA includes providing for fair and equitable treatment of displaced persons or of persons whose property is acquired as a result of Federal or Federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The URA also includes requirements regarding notifications to the property owner and conflict of interest considerations. Consistent with these requirements, the term real property as used in these Conditions includes fee interests as well as conservation

easements. Unless approved by NOAA, conservation easements shall be perpetual in nature (as opposed to a conservation easement for a set term of years).

The Recipient agrees (a) Not to use any power of eminent domain available to the Recipient (including the commencement of eminent domain proceedings) for use in connection with the project for the purpose of advancing the economic interests of private parties; (b) Not to accept title to land, easements, or other interest in land acquired by the use of any power of eminent domain for use in connection with the project for such purposes; and (c) Any use of the power of eminent domain to acquire land, easements or interests in land, whether by the recipient or any other entity that has the power of eminent domain, in connection with the project without prior written consent of the operating unit constitutes an unauthorized activity and/or use of funds under the award, and subjects the recipient to appropriate enforcement action by the Grants Officer, including but not limited to the disallowance of award costs and the termination of an award.

B. Post-acquisition requirements

The Recipient shall manage the Property in accordance with the award. With the written approval of NOAA, Recipient may transfer the property to a public agency or entity that in the transfer document agrees to continue to manage the property in accordance with the award and to not further transfer the property without the written approval of NOAA. In the event NOAA becomes aware of title discrepancies or encumbrances that NOAA deems to interfere with the purpose for which these funds were granted, or if NOAA determines that the property has ceased to be used for the original purpose as approved by NOAA, the Recipient shall reimburse NOAA for the Federal funds received for the project as provided in 2 CFR 200.311.

C. Deed Restriction Language

Pursuant to 2 C.F.R. 200.316, the deed(s) for the real property(ies) acquired with funds from this award shall contain substantially the following provision: "This property has been acquired [in part] with funds from Federal financial assistance award NA24NOSX473C0102 through NOAA's funding under the Inflation Reduction Act. Title to the property conveyed by this deed shall vest upon acquisition in the California Marine Sanctuary Foundation, Land Trust of Santa Cruz County, the Pajaro Storm Drain Maintenance District (PSDMD) of the County of Santa Cruz, the Pajaro Regional Flood Management Agency (PRFMA), or other title holder as approved by NOAA subject to the conditions that the property shall be managed for conservation purposes and consistent with the purposes for which it was acquired. The California Marine Sanctuary Foundation, the Land Trust of Santa Cruz County, the Pajaro Storm Drain Maintenance District (PSDMD) of the County of Santa Cruz, or the Pajaro Regional Flood Management Agency (PRFMA), shall not dispose of, exchange, encumber its title or other interests in, or convert the use of this property without the approval of NOAA or its successor agencies."

For each property acquired under the award, a copy of the recorded deed showing the required language shall be submitted with the final project report.

D. Reimbursement of Grant Funds

In the event NOAA becomes aware that the property or easement has been disposed of, transferred, or exchanged; there are title discrepancies or encumbrances that NOAA deems interfere with the purpose for which these funds were granted; or if NOAA determines that the property has ceased to be used for the purposes for the original purposes as approved by NOAA, the Recipient is subject to 2 CFR Part 200.311(c) Real Property Use and Disposition requirements, which include reimbursement to NOAA for the share of the federal funds received for the project based on the fair market value of the interest in the land at the time of disposal.

Complete Project Documentation

The Recipient will complete all necessary due diligence tasks, including those referenced below, unless Recipient requests, and NOAA determines, the task is not applicable. No

NOAA funds may be expended on the acquisition until the Recipient has submitted the resulting due diligence documents to NOAA and NOAA has approved them.

- Appraisal

Recipient shall commission an independent appraisal by a certified appraiser as set forth in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and 49 C.F.R. 24. Appraisals are to be prepared according to those requirements which establish fair market value of the property, including the Uniform Appraisal Standards for Federal Land Acquisition (UASFLA/Yellow Book) appraisal standard, and the Uniform Standards of Professional Appraisal Practice (USPAP) appraisal standard as applicable. The appraisal needs to have an effective date within one year prior to the date of acquisition. The purchase price of the property should be based on the appraisal. Older appraisals or negotiated purchase prices above the appraised value may be acceptable upon consultation with NOAA. The Recipient should submit an independent review appraisal from a qualified review appraiser, if available. Please note that NOAA retains the right to conduct a separate and/or additional appraisal review, depending on the issues raised within the appraisal as well as the amount of federal investment.

- Willing Seller Letter

The recipient should submit a letter from the seller affirming that s/he is a willing participant in negotiations to sell the property at a mutually agreeable price.

- Evidence of Agreement

Recipient shall provide documentation (such as an option agreement, purchase agreement, or letter of intent) between the seller and Recipient that indicates agreement to the sale (or intent to agree if terms of a contract can be reached) and the price to be paid for the property.

- Preliminary Evidence of Title

Recipient shall provide evidence that the seller of the property is the owner and has marketable title free and clear of any liens or encumbrances that materially affect the value of the property. An Attorney's Preliminary Opinion on Title or title insurance binder in favor of the Recipient may serve as evidence. Recipient shall supply a copy of the title evidence along with copies of recorded exceptions to NOAA, and NOAA shall make a determination as to whether the condition of title is sufficient for the project to proceed. Rights of way for public streets and utilities are generally acceptable unless NOAA determines that the encumbrance is inconsistent with the goals of the restoration project.

- Environmental Site Assessment

If available, the applicant should submit any environmental assessment (e.g. phase 1 or phase 2 assessment) or environmental impact statement that has been done for the property.

- Survey

The Recipient shall provide a survey of the property in accordance with American Land Title Association/American Congress on Surveying and Mapping Minimum Standard Detail Requirements unless NOAA waives this requirement or determines the survey may be performed to lesser standards.

- Draft Conservation Easement or other use agreements

The Recipient shall provide copies of any proposed conservation easements or other use agreements that may affect long term use of the property. All secondary easements and agreements must be consistent with the purposes of the award.

Funding Restriction for Strategy 1.5: Community Foundation Santa Cruz County

Funding Restriction for Strategy 1.5: Community Foundation Santa Cruz County: Monterey Bay Climate Adaptation Revolving Fund (Environmental Compliance for Projects Funded)
The Recipient is not authorized to expend federal funds held in the revolving loan fund for land acquisition, or purchase of real property interest through until the recipient provides to NOAA: [evidence of agreement with a willing seller, draft evidence of title, appraisal, survey, draft conservation easement, and draft deed for each site], and NOAA has reviewed and approved them. This does not prohibit recipients from expanding funding to negotiate, conduct appraisals, title searches, etc prior to purchasing properties. This information should be submitted to NOAA's Office for Coastal Management by May 31, 2027. Note that information should be submitted at least 120 days prior to anticipated real property acquisition in order to allow for NOAA review of due diligence materials.

DUE DATE	TASK NAME	DUE DATE STATUS	DECISION DATE
05/31/2027	Submit requested documents	Unresolved	

Funding Restriction for Strategy 3.3: Pajaro Storm Drain Maintenance

The Recipient or Pajaro Storm Drain Maintenance District of the County of Santa Cruz is not authorized to expend federal funds for property or real property interest acquisition until the recipient provides to NOAA: [evidence of agreement with a willing seller, draft evidence of title, appraisal, survey, draft conservation easement, and draft deed for each site], and NOAA has reviewed and approved them. This does not prohibit recipients from expanding funding to negotiate, conduct appraisals, title searches, etc prior to purchasing properties. There may be no real estate cost but there will be costs for staff time processing the agreement including legal review and having the governance of both agencies approve the agreement. This information should be submitted to NOAA's Office for Coastal Management by May 31, 2027. Note that information should be submitted at least 120 days prior to anticipated real property acquisition in order to allow for NOAA review of due diligence materials.

DUE DATE	TASK NAME	DUE DATE STATUS	DECISION DATE
05/31/2027	Submit requested documents	Unresolved	

Funding Restriction for Strategy 3.3: Pajaro Storm Drain Maintenance - Task 2

The Recipient or Pajaro Storm Drain Maintenance District of the County of Santa Cruz is not authorized to expend federal funds for property acquisition until the recipient provides to NOAA: [evidence of agreement with a willing seller, draft evidence of title, appraisal, survey, draft conservation easement, and draft deed for each site], and NOAA has reviewed and approved them. This does not prohibit recipients from expanding funding to negotiate, conduct appraisals, title searches, etc prior to purchasing properties. This information should be submitted to NOAA's Office for Coastal Management by May 31, 2027. Note that information should be submitted at least 120 days prior to anticipated real property acquisition in order to allow for NOAA review of due diligence materials.

DUE DATE	TASK NAME	DUE DATE STATUS	DECISION DATE
05/31/2027	Submit requested documents	Unresolved	

Funding Restriction for Strategy 3.4: Land Trust of Santa Cruz County

The Recipient is not authorized to expend federal funds for the Easement Acquisition of Malatesta Ranch property (Task 1, subtask 1.2) until the recipient provides to NOAA: [evidence of agreement with a willing seller, draft evidence of title, appraisal, survey, draft conservation easement, and draft deed for each site], and NOAA has reviewed and approved them. This does not prohibit recipients from expanding funding to negotiate, conduct appraisals, title searches, etc prior to purchasing properties. This information should be submitted to NOAA's Office for Coastal Management by May 31, 2027. Note that information should be submitted at least 120 days prior to anticipated real property acquisition in order to allow for NOAA review of due diligence materials.

DUE DATE	TASK NAME	DUE DATE STATUS	DECISION DATE
05/31/2027	Submit requested documents	Unresolved	

Funding Restriction for Strategy 3.5: Pajaro Regional Flood Management Agency: Pajaro River

The Recipient or Pajaro Regional Flood Management Agency is not authorized to expend federal funds for land acquisition, or purchase of real property interest for parcels ?051-231-19? or ?051-231-22? (Task 4) until the recipient provides to NOAA: [evidence of agreement with a willing seller, draft evidence of title, appraisal, survey, draft conservation easement, and draft deed for each site], and NOAA has reviewed and approved them. This does not prohibit recipients from expanding funding to negotiate, conduct appraisals, title searches, etc prior to purchasing properties. This information should be submitted to NOAA's Office for Coastal Management by May 31, 2027. Note that information should be submitted at least 120 days prior to anticipated real property acquisition in order to allow for NOAA review of due diligence materials.

DUE DATE	TASK NAME	DUE DATE STATUS	DECISION DATE
05/31/2027	Submit requested documents	Unresolved	

Funding Restriction for Strategy 3.4: Land Trust of Santa Cruz County: West Beach Ranch

The Recipient is not authorized to expend federal funds for the Easement Acquisition or purchase of the West Beach Ranch property conservation easement (Task 1, subtask 1.3) until the recipient provides to NOAA: evidence of agreement with a willing seller, draft evidence of title, appraisal, survey, draft conservation easement, and draft deed for each site], and NOAA has reviewed and approved them. This does not prohibit recipients from expanding funding to negotiate, conduct appraisals, title searches, etc prior to purchasing properties. This information should be submitted to NOAA's Office for Coastal Management by May 31, 2027. Note that information should be submitted at least 120 days prior to anticipated real property acquisition in order to allow for NOAA review of due diligence materials.

DUE DATE	TASK NAME	DUE DATE STATUS	DECISION DATE
05/31/2027	Submit requested	Unresolved	

	documents		
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Funding Restriction for Strategy 3.5 Pajaro Regional Flood Management Agency: Pajaro River

The Recipient or Pajaro Regional Flood Management Agency is not authorized to expend federal funds for land acquisition, or purchase of real property interest for parcel ?051-231-17? (Task 4) until the recipient provides to NOAA: [evidence of agreement with a willing seller, draft evidence of title, appraisal, survey, draft conservation easement, and draft deed for each site], and NOAA has reviewed and approved them. This does not prohibit recipients from expanding funding to negotiate, conduct appraisals, title searches, etc prior to purchasing properties. This information should be submitted to NOAA?s Office for Coastal Management by May 31, 2027. Note that information should be submitted at least 120 days prior to anticipated real property acquisition in order to allow for NOAA review of due diligence materials.

DUE DATE	TASK NAME	DUE DATE STATUS	DECISION DATE
05/31/2027	Submit requested documents	Unresolved	

Land Acquisition

Prior to completing land acquisition, the applicant must provide 1. property boundary, 2. presence of any historic or cultural sites within or adjacent to the parcel, 3. any existing Tribal use on or adjacent to the parcel that may be affected by this acquisition to OCM for environmental compliance review. The applicant cannot purchase the property with federal funds until the site information review is complete and a response from the OCM environmental compliance is received.This information should be submitted to NOAA?s Office for Coastal Management by May 31, 2027. Note that information should be submitted at least 120 days prior to anticipated real property acquisition in order to allow for NOAA review of due diligence materials.

DUE DATE	TASK NAME	DUE DATE STATUS	DECISION DATE
05/31/2027	Submit requested documents	Unresolved	

Funding Restriction for Strategy 1.5: NOAA review of Intended Use Plan & Approval for RLF

Strategy 1.5: Community Foundation Santa Cruz County: Monterey Bay Climate Adaptation Revolving Fund was not sufficiently defined for the National Ocean Service to perform internal NOAA approvals for use of a Revolving Loan Fund by the time the final award file needed to be submitted to obligate funds. This action requires the NOAA review of the Intended Use Plan for the Revolving Loan Fund and internal approvals. The Recipient is not authorized to expend federal funds in the amount of \$1,662,799 for the revolving loan fund until the recipient provides to NOAA the Intended Use Plan and any additional information requested to satisfy requirements for approval from NOAA This information should be submitted to NOAA's Office for Coastal Management by May 31, 2027. NOAA will review these tasks for approval of this action. Once this Specific Award Condition has been released by NOAA, the Recipient is authorized to expend federal funds to establish the revolving loan fund, unless there are other conditions placed on the award that would restrict this expenditure of funds.

DUE DATE	TASK NAME	DUE DATE STATUS	DECISION DATE
05/31/2027	Submit requested documents	Unresolved	

Funding Restriction for Strategy 1.5: Community Foundation Santa Cruz County: MBC Adaptation

Strategy 1.5: Community Foundation Santa Cruz County: Monterey Bay Climate Adaptation Revolving Fund was not sufficiently defined for the National Ocean Service to perform an environmental review by the time the final award file needed to be submitted to obligate funds. For this funding restriction, each funded action must satisfy requirements for National Environmental Policy Act (NEPA) and environmental consultation, and receive approval from NOAA. The Recipient is not authorized to expend federal funds in the amount of \$1,662,799 for funding projects using the revolving loan fund until the recipient provides to NOAA environmental information such scope of work, site plans, map, permits, environmental consultations and any additional information requested to satisfy requirements for National Environmental Policy Act (NEPA) and environmental consultation, and receives approval from NOAA. As individual projects are identified, each one must be submitted for environmental compliance review. This information should be submitted to NOAA's Office for Coastal Management by May 31, 2027. NOAA will review these tasks for compliance with NEPA and Environmental compliance once the applicant has submitted the final documentation to determine if additional information is necessary and what level of NEPA documentation applies. Once this Specific Award Condition has been released by NOAA, the Recipient is authorized to expend federal funds to complete funding to projects, unless there are other conditions placed on the award that would restrict this expenditure of funds.

DUE DATE	TASK NAME	DUE DATE STATUS	DECISION DATE
05/31/2027	Submit requested documents	Unresolved	

Funding Restriction for Strategy 1.6: Central Coast Wetlands Group: MB Climate Adaptation

Strategy 1.6: Central Coast Wetlands Group: Monterey Bay Climate Adaptation Regional Monitoring was not sufficiently defined for the National Ocean Service to perform an environmental review by the time the final award file needed to be submitted to obligate funds. The Recipient is not authorized to expend federal funds for implementing monitoring under Strategy 1.6 until the recipient provides to NOAA a scope of work for monitoring, site plans, map, permits, environmental consultations and any additional information requested to satisfy requirements for National Environmental Policy Act (NEPA) and environmental consultation, and receives approval from NOAA. This information should be submitted to NOAA's Office for Coastal Management by May 31, 2028. NOAA will review these tasks for compliance with NEPA and Environmental compliance once the applicant has submitted the final documentation to determine if additional information is necessary and what level of NEPA documentation applies. Once this Specific Award Condition has been released by NOAA, the Recipient is authorized to expend federal funds to complete Strategy 1.6, unless there are other conditions placed on the award that would restrict this expenditure of funds.

DUE DATE	TASK NAME	DUE DATE STATUS	DECISION DATE
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05/31/2028	Submit requested documents	Unresolved	
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Funding Restriction for Strategy 2.1 Task 3: Watsonville Wetlands Watch

Strategy 2.1: Watsonville Wetlands Watch: Pajaro Valley Climate Corps Workforce Development Training was not sufficiently defined for the National Ocean Service to perform an environmental review by the time the final award file needed to be submitted to obligate funds. The Recipient is not authorized to expend federal funds for Task 3 activities that include earthwork or engagement in the environment until the recipient provides to NOAA necessary information, such as a scope of work, site plans, map, permits, environmental consultations and any additional information requested to satisfy requirements for National Environmental Policy Act (NEPA) and environmental consultation, and receives approval from NOAA. This information should be submitted to NOAA's Office for Coastal Management by May 31, 2027. NOAA will review these tasks for compliance with NEPA and Environmental compliance once the applicant has submitted the final documentation to determine if additional information is necessary and what level of NEPA documentation applies. Once this Specific Award Condition has been released by NOAA, the Recipient is authorized to expend federal funds to complete Strategy 2.1 Task 3, unless there are other conditions placed on the award that would restrict this expenditure of funds.

DUE DATE	TASK NAME	DUE DATE STATUS	DECISION DATE
05/31/2027	Submit requested documents	Unresolved	

Funding Restriction for Strategy 2.2: Hartnell College

Strategy 2.2: Hartnell College: Climate-Ready Workforce Development and Leadership Program was not sufficiently defined for the National Ocean Service to perform an environmental review by the time the final award file needed to be submitted to obligate funds. The Recipient is not authorized to expend federal funds for activities within Tasks 1 and 2 that include earthwork or engagement in the environment until the recipient provides to NOAA necessary information, such as a scope of work, site plans, map, permits, environmental consultations and any additional information requested to satisfy requirements for National Environmental Policy Act (NEPA) and environmental consultation, and receives approval from NOAA. This information should be submitted to NOAA's Office for Coastal Management by May 31, 2027. NOAA will review these tasks for compliance with NEPA and Environmental compliance once the applicant has submitted the final documentation to determine if additional information is necessary and what level of NEPA documentation applies. Once this Specific Award Condition has been released by NOAA, the Recipient is authorized to expend federal funds to complete Strategy 2.2, unless there are other conditions placed on the award that would restrict this expenditure of funds.

DUE DATE	TASK NAME	DUE DATE STATUS	DECISION DATE
05/31/2027	Submit requested documents	Unresolved	

Funding Restriction for Strategy 2.3: California State University Monterey Bay

Strategy 2.3: California State University Monterey Bay: Creating Generational Capacity in Coastal Climate Resilience and Risk Reduction was not sufficiently defined for the National Ocean Service to perform an environmental review by the time the final award file needed to be submitted to obligate funds. The Recipient is not authorized to expend federal funds for activities within Strategy 2.3 that include earthwork or engagement in the environment until the recipient provides to NOAA necessary information, such as a scope of work, site plans, map, permits, environmental consultations and any additional information requested to satisfy requirements for National Environmental Policy Act (NEPA) and environmental consultation, and receives approval from NOAA. This information should be submitted to NOAA s Office for Coastal Management by May 31, 2027. NOAA will review these tasks for compliance with NEPA and Environmental compliance once the applicant has submitted the final documentation to determine if additional information is necessary and what level of NEPA documentation applies. Once this Specific Award Condition has been released by NOAA, the Recipient is authorized to expend federal funds to complete Strategy 2.3, unless there are other conditions placed on the award that would restrict this expenditure of funds.

DUE DATE	TASK NAME	DUE DATE STATUS	DECISION DATE
05/31/2027	Submit requested documents	Unresolved	

Funding Restriction for Strategy 2.4: University of California, Santa Cruz

Strategy 2.4: University of California, Santa Cruz: Building and Diversifying the Climate Resilience Workforce through Undergraduate, Graduate, and Professional Training was not sufficiently defined for the National Ocean Service to perform an environmental review by the time the final award file needed to be submitted to obligate funds. The Recipient is not authorized to expend federal funds for activities within Strategy 2.4 that include earthwork or engagement in the environment until the recipient provides to NOAA necessary information, such as a scope of work, site plans, map, permits, environmental consultations and any additional information requested to satisfy requirements for National Environmental Policy Act (NEPA) and environmental consultation, and receives approval from NOAA. This information should be submitted to NOAA s Office for Coastal Management by May 31, 2027. NOAA will review these tasks for compliance with NEPA and Environmental compliance once the applicant has submitted the final documentation to determine if additional information is necessary and what level of NEPA documentation applies. Once this Specific Award Condition has been released by NOAA, the Recipient is authorized to expend federal funds to complete Strategy 2.4, unless there are other conditions placed on the award that would restrict this expenditure of funds.

DUE DATE	TASK NAME	DUE DATE STATUS	DECISION DATE
05/31/2027	Submit requested documents	Unresolved	

Funding Restriction for Strategy 3.1, Task 6: City of Santa Cruz: Living Shorelines

Strategy 3.1: City of Santa Cruz: ?City of Santa Cruz Living Shorelines? was not sufficiently defined for the National Ocean Service to perform an environmental review by the time the final award file needed to be submitted to obligate funds. The Recipient is not authorized to expend federal funds in the amount of \$1,250,000 for construction of living shoreline projects until the recipient provides to NOAA necessary information, such as a scope of work, site plans, map, permits, environmental consultations and any additional information requested to satisfy requirements for National Environmental Policy Act

(NEPA) and environmental consultation, and receives approval from NOAA. This information should be submitted to NOAA’s Office for Coastal Management by May 31, 2027. NOAA will review these tasks for compliance with NEPA and Environmental compliance once the applicant has submitted the final documentation to determine if additional information is necessary and what level of NEPA documentation applies. Once this Specific Award Condition has been released by NOAA, the Recipient is authorized to expend federal funds to complete Strategy 3.1, unless there are other conditions placed on the award that would restrict this expenditure of funds.

DUE DATE	TASK NAME	DUE DATE STATUS	DECISION DATE
05/31/2027	Submit requested documents	Unresolved	

Funding Restriction for Strategy 3.2 Outcome 1: City of Santa Cruz Jessie Street Marsh Wetland

Strategy 3.2 (Outcome 1): City of Santa Cruz Jessie Street Marsh Wetland Enhancement and Multi-Use Trail was not sufficiently defined for the National Ocean Service to perform an environmental review by the time the final award file needed to be submitted to obligate funds. Fieldwork in support of engineering and design is not expected to affect the natural environment, but the applicant must provide location, methods, and timing for review prior to starting work. Fieldwork in support of engineering and design is not expected to affect the natural environment, but the applicant must provide location, methods, and timing for review prior to starting work. The Recipient is not authorized to expend federal funds for restoration implementation or any earthwork until the recipient provides to NOAA necessary information, such as a scope of work, site plans, map, permits, environmental consultations and any additional information requested to satisfy requirements for National Environmental Policy Act (NEPA) and environmental consultation, and receives approval from NOAA. This information should be submitted to NOAA’s Office for Coastal Management by May 31, 2027. NOAA will review these tasks for compliance with NEPA and Environmental compliance once the applicant has submitted the final documentation to determine if additional information is necessary and what level of NEPA documentation applies. Once this Specific Award Condition has been released by NOAA, the Recipient is authorized to expend federal funds to complete Strategy 3.2 (Outcome 1), unless there are other conditions placed on the award that would restrict this expenditure of funds.

DUE DATE	TASK NAME	DUE DATE STATUS	DECISION DATE
05/31/2027	Submit requested documents	Unresolved	

Funding Restriction for Strategy 3.2 Outcome 2: City of Santa Cruz San Lorenzo Park

Strategy 3.2 (Outcome 2): City of Santa Cruz San Lorenzo Park Flood Management and Habitat Enhancement was not sufficiently defined for the National Ocean Service to perform an environmental review by the time the final award file needed to be submitted to obligate funds. Fieldwork in support of engineering and design is not expected to affect the natural environment, but the applicant must provide location, methods, and timing for review prior to starting work. The Recipient is not authorized to expend federal funds for restoration implementation or any earthwork until the recipient provides to NOAA necessary information, such as a scope of work, site plans, map, permits, environmental consultations and any additional information requested to satisfy requirements for National Environmental Policy Act (NEPA) and environmental consultation, and receives

approval from NOAA. This information should be submitted to NOAA’s Office for Coastal Management by May 31, 2027. NOAA will review these tasks for compliance with NEPA and Environmental compliance once the applicant has submitted the final documentation to determine if additional information is necessary and what level of NEPA documentation applies. Once this Specific Award Condition has been released by NOAA, the Recipient is authorized to expend federal funds to complete Strategy 3.2 (Outcome 2), unless there are other conditions placed on the award that would restrict this expenditure of funds.

DUE DATE	TASK NAME	DUE DATE STATUS	DECISION DATE
05/31/2027	Submit requested documents	Unresolved	

Funding Restriction for Strategy 3.3: Pajaro Storm Drain Maintenance District County of Santa Cruz

Strategy 3.3: Pajaro Storm Drain Maintenance District (PSDMD), County of Santa Cruz: ?Lower Watsonville Slough Ecosystem Restoration Project? was not sufficiently defined for the National Ocean Service to perform an environmental review by the time the final award file needed to be submitted to obligate funds. The Recipient is not authorized to expend federal funds for restoration project implementation or any earthwork until the recipient provides to NOAA necessary information, such as a scope of work, site plans, map, permits, environmental consultations and any additional information requested to satisfy requirements for National Environmental Policy Act (NEPA) and environmental consultation, and receives approval from NOAA. This information should be submitted to NOAA’s Office for Coastal Management by May 31, 2027. NOAA will review these tasks for compliance with NEPA and Environmental compliance once the applicant has submitted the final documentation to determine if additional information is necessary and what level of NEPA documentation applies. Once this Specific Award Condition has been released by NOAA, the Recipient is authorized to expend federal funds to complete Strategy 3.3, unless there are other conditions placed on the award that would restrict this expenditure of funds.

DUE DATE	TASK NAME	DUE DATE STATUS	DECISION DATE
05/31/2027	Submit requested documents	Unresolved	

Funding Restriction for Strategy 3.4 Task 2: Land Trust of Santa Cruz County

Strategy 3.4: Land Trust of Santa Cruz County: Wetland Restoration for a Climate Resilient Pajaro River Estuary was not sufficiently defined for the National Ocean Service to perform an environmental review by the time the final award file needed to be submitted to obligate funds. Any monitoring for this project will be completed under and according to Strategy 1.6 s environmental compliance The Recipient is not authorized to expend federal funds in the amount of \$2,127,500 for restoration and revegetation or any earthwork until the recipient provides to NOAA necessary information, such as a scope of work, site plans, map, permits, environmental consultations and any additional information requested to satisfy requirements for National Environmental Policy Act (NEPA) and environmental consultation, and receives approval from NOAA. This information should be submitted to NOAA s Office for Coastal Management by May 31, 2027. NOAA will review these tasks for compliance with NEPA and Environmental compliance once the applicant has submitted the final documentation to determine if additional information is necessary and what level of NEPA documentation applies. Once this Specific Award Condition has been released by NOAA, the Recipient is authorized to

expend federal funds to complete Strategy 3.4, unless there are other conditions placed on the award that would restrict this expenditure of funds.

DUE DATE	TASK NAME	DUE DATE STATUS	DECISION DATE
05/31/2027	Submit requested documents	Unresolved	

Funding Restriction for Strategy 3.5: Pajaro Regional Flood Management Agency

Strategy 3.5: Pajaro Regional Flood Management Agency: Pajaro River Confluence Area Project was not sufficiently defined for the National Ocean Service to perform an environmental review by the time the final award file needed to be submitted to obligate funds. Fieldwork in support of engineering and design is not expected to affect the natural environment, but the applicant must provide location, methods, and timing for review prior to starting work. The Recipient is not authorized to expend federal funds for channel and riparian habitat restoration work, agricultural land restoration, and construction that involve earthwork until the recipient provides to NOAA necessary information, such as a scope of work, site plans, map, permits, environmental consultations and any additional information requested to satisfy requirements for National Environmental Policy Act (NEPA) and environmental consultation, and receives approval from NOAA. This information should be submitted to NOAA’s Office for Coastal Management by May 31, 2028. NOAA will review these tasks for compliance with NEPA and Environmental compliance once the applicant has submitted the final documentation to determine if additional information is necessary and what level of NEPA documentation applies. Once this Specific Award Condition has been released by NOAA, the Recipient is authorized to expend federal funds to complete Strategy 3.5, unless there are other conditions placed on the award that would restrict this expenditure of funds.

DUE DATE	TASK NAME	DUE DATE STATUS	DECISION DATE
05/31/2028	Submit requested documents	Unresolved	

Funding Restriction for Strategy 3.6 Outcome 1: Elkhorn Slough Foundation Las Lomas Living Shoreline

Strategy 3.6 (Outcome 1): Elkhorn Slough Foundation Las Lomas Living Shoreline Installation & Trail Rebuilding was not sufficiently defined for the National Ocean Service to perform an environmental review by the time the final award file needed to be submitted to obligate funds. Fieldwork in support of engineering and design is not expected to affect the natural environment, but the applicant must provide location, methods, and timing for review prior to starting work. The Recipient is not authorized to expend federal funds for marsh restoration and trail restoration/protection, where activities require earthwork or engagement with the environment, until the recipient provides to NOAA necessary information, such as a scope of work, site plans, map, permits, environmental consultations and any additional information requested to satisfy requirements for National Environmental Policy Act (NEPA) and environmental consultation, and receives approval from NOAA. This information should be submitted to NOAA’s Office for Coastal Management by May 31, 2028. NOAA will review these tasks for compliance with NEPA and Environmental compliance once the applicant has submitted the final documentation to determine if additional information is necessary and what level of NEPA documentation applies. Once this Specific Award Condition has been released by NOAA, the Recipient is authorized to expend federal funds to complete Strategy 3.6

(Outcome 1), unless there are other conditions placed on the award that would restrict this expenditure of funds.

DUE DATE	TASK NAME	DUE DATE STATUS	DECISION DATE
05/31/2028	Submit requested documents	Unresolved	

Funding Restriction for Strategy 3.6 Outcome 2: Elkhorn Slough Foundation Marsh Transition Habitat

Strategy 3.6 (Outcome 2): Elkhorn Slough Foundation Marsh Transition Habitat Restoration along East Marsh was not sufficiently defined for the National Ocean Service to perform an environmental review by the time the final award file needed to be submitted to obligate funds. The Recipient is not authorized to expend federal funds for restoration implementation, including invasive species removal, revegetation, and restoration of wetland connectivity that include earthwork, until the recipient provides to NOAA necessary information, such as a scope of work, site plans, map, permits, environmental consultations and any additional information requested to satisfy requirements for National Environmental Policy Act (NEPA) and environmental consultation, and receives approval from NOAA. This information should be submitted to NOAA’s Office for Coastal Management by May 31, 2028. NOAA will review these tasks for compliance with NEPA and Environmental compliance once the applicant has submitted the final documentation to determine if additional information is necessary and what level of NEPA documentation applies. Once this Specific Award Condition has been released by NOAA, the Recipient is authorized to expend federal funds to complete Strategy 3.6 (Outcome 2), unless there are other conditions placed on the award that would restrict this expenditure of funds.

DUE DATE	TASK NAME	DUE DATE STATUS	DECISION DATE
05/31/2028	Submit requested documents	Unresolved	

Funding Restriction for Strategy 3.6 Outcome 3: Elkhorn Slough Foundation Design and Permitting

Strategy 3.6 (Outcome 3): Elkhorn Slough Foundation Design and Permitting for Kirby-North Marsh Complex was not sufficiently defined for the National Ocean Service to perform an environmental review by the time the final award file needed to be submitted to obligate funds. The Recipient is not authorized to expend federal funds for activities that involve earthwork during physical and biological surveys required for design and permitting or restoration implementation for a 1.5 acre living shoreline until the recipient provides to NOAA necessary information, such as a scope of work, sampling protocol, site plans, map, permits, environmental consultations and any additional information requested to satisfy requirements for National Environmental Policy Act (NEPA) and environmental consultation, and receives approval from NOAA. This information should be submitted to NOAA’s Office for Coastal Management by May 31, 2027. NOAA will review these tasks for compliance with NEPA and Environmental compliance once the applicant has submitted the final documentation to determine if additional information is necessary and what level of NEPA documentation applies. Once this Specific Award Condition has been released by NOAA, the Recipient is authorized to expend federal funds to complete Strategy 3.6 (Outcome 3), unless there are other conditions placed on the award that would restrict this expenditure of funds.

DUE DATE	TASK NAME	DUE DATE STATUS	DECISION DATE
05/31/2027	Submit requested documents	Unresolved	

Funding Restriction for Strategy 3.7 Outcome 1: Coastal Conservation & Research Salinas River Lagoon

Strategy 3.7 (Outcome 1): Coastal Conservation & Research Salinas River Lagoon and River Channel Water Control Structures was not sufficiently defined for the National Ocean Service to perform an environmental review by the time the final award file needed to be submitted to obligate funds. Fieldwork in support of engineering and design is not expected to affect the natural environment, but the applicant must provide location, methods, and timing for review prior to starting work. The Recipient is not authorized to expend federal funds for activities including earthwork for upgrading hydrologic control structures until the recipient provides to NOAA necessary information, such as a scope of work, sampling protocol, site plans, map, permits, environmental consultations and any additional information requested to satisfy requirements for National Environmental Policy Act (NEPA) and environmental consultation, and receives approval from NOAA. This information should be submitted to NOAA's Office for Coastal Management by May 31, 2027. NOAA will review these tasks for compliance with NEPA and Environmental compliance once the applicant has submitted the final documentation to determine if additional information is necessary and what level of NEPA documentation applies. Once this Specific Award Condition has been released by NOAA, the Recipient is authorized to expend federal funds to complete Strategy 3.7 (Outcome 1), unless there are other conditions placed on the award that would restrict this expenditure of funds.

DUE DATE	TASK NAME	DUE DATE STATUS	DECISION DATE
05/31/2027	Submit requested documents	Unresolved	

Funding Restriction for Strategy 3.7 Outcome 2: Coastal Conservation & Research

Strategy 3.7 (Outcome 2): Coastal Conservation & Research Old Salinas River and Tembladero Slough Floodplain Restoration was not sufficiently defined for the National Ocean Service to perform an environmental review by the time the final award file needed to be submitted to obligate funds. Fieldwork in support of engineering and design is not expected to affect the natural environment, but the applicant must provide location, methods, and timing for review prior to starting work. The Recipient is not authorized to expend federal funds for activities including earthwork for floodplain enhancement and habitat restoration until the recipient provides to NOAA necessary information, such as a scope of work, sampling protocol, site plans, map, permits, environmental consultations and any additional information requested to satisfy requirements for National Environmental Policy Act (NEPA) and environmental consultation, and receives approval from NOAA. This information should be submitted to NOAA's Office for Coastal Management by May 31, 2027. NOAA will review these tasks for compliance with NEPA and Environmental compliance once the applicant has submitted the final documentation to determine if additional information is necessary and what level of NEPA documentation applies. Once this Specific Award Condition has been released by NOAA, the Recipient is authorized to expend federal funds to complete Strategy 3.7 (Outcome 2), unless there are other conditions placed on the award that would restrict this expenditure of funds.

DUE DATE	TASK NAME	DUE DATE	DECISION DATE
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		STATUS	
05/31/2027	Submit requested documents	Unresolved	

Funding Restriction for Strategy 3.8: Resource Conservation District of Monterey County

Strategy 3.8: Resource Conservation District of Monterey County: Salinas River Flood Risk Reduction and Habitat Improvement Project was not sufficiently defined for the National Ocean Service to perform an environmental review by the time the final award file needed to be submitted to obligate funds. The Recipient is not authorized to expend federal funds for activities including earthwork for habitat improvement until the recipient provides to NOAA necessary information, such as a scope of work, sampling protocol, site plans, map, permits, environmental consultations and any additional information requested to satisfy requirements for National Environmental Policy Act (NEPA) and environmental consultation, and receives approval from NOAA. This information should be submitted to NOAA's Office for Coastal Management by May 31, 2027. NOAA will review these tasks for compliance with NEPA and Environmental compliance once the applicant has submitted the final documentation to determine if additional information is necessary and what level of NEPA documentation applies. Once this Specific Award Condition has been released by NOAA, the Recipient is authorized to expend federal funds to complete Strategy 3.8, unless there are other conditions placed on the award that would restrict this expenditure of funds.

DUE DATE	TASK NAME	DUE DATE STATUS	DECISION DATE
05/31/2027	Submit requested documents	Unresolved	

Funding Restriction for Strategy 3.9: Big Sur Land Trust (BSLT)

Strategy 3.9: Big Sur Land Trust (BSLT): Carmel River Floodplain Restoration & Environmental Enhancement (CRFREE) was not sufficiently defined for the National Ocean Service to perform an environmental review by the time the final award file needed to be submitted to obligate funds. The Recipient is not authorized to expend federal funds for restoration and environmental enhancement that involves earthwork until the recipient provides to NOAA necessary information, such as a scope of work, sampling protocol, site plans, map, permits, environmental consultations and any additional information requested to satisfy requirements for National Environmental Policy Act (NEPA) and environmental consultation, and receives approval from NOAA. This information should be submitted to NOAA's Office for Coastal Management by May 31, 2027. NOAA will review these tasks for compliance with NEPA and Environmental compliance once the applicant has submitted the final documentation to determine if additional information is necessary and what level of NEPA documentation applies. Once this Specific Award Condition has been released by NOAA, the Recipient is authorized to expend federal funds to complete Strategy 3.9, unless there are other conditions placed on the award that would restrict this expenditure of funds.

DUE DATE	TASK NAME	DUE DATE STATUS	DECISION DATE
05/31/2027	Submit requested documents	Unresolved	

Funding Restriction for Strategy 3.10: Groundswell Coastal Ecology

Strategy 3.10: Groundswell Coastal Ecology: Monterey Bay Living Shorelines Program was not sufficiently defined for the National Ocean Service to perform an environmental review by the time the final award file needed to be submitted to obligate funds. Fieldwork in support of engineering and design is not expected to affect the natural environment, but the applicant must provide location, methods, and timing for review prior to starting work. The Recipient is not authorized to expend federal funds for living shoreline implementation involving earthwork or engagement with the environment until the recipient provides to NOAA necessary information, such as a scope of work, sampling protocol, site plans, map, permits, environmental consultations and any additional information requested to satisfy requirements for National Environmental Policy Act (NEPA) and environmental consultation, and receives approval from NOAA. This information should be submitted to NOAA s Office for Coastal Management by May 31, 2027. NOAA will review these tasks for compliance with NEPA and Environmental compliance once the applicant has submitted the final documentation to determine if additional information is necessary and what level of NEPA documentation applies. Once this Specific Award Condition has been released by NOAA, the Recipient is authorized to expend federal funds to complete Strategy 3.10, unless there are other conditions placed on the award that would restrict this expenditure of funds.

DUE DATE	TASK NAME	DUE DATE STATUS	DECISION DATE
05/31/2027	Submit requested documents	Unresolved	

Funding Restriction for Strategy 4.1: Peninsula Open Space Trust

Strategy 4.1: Peninsula Open Space Trust: San Vicente Redwoods Prescribed Burn Preparation and Fuel Reduction Project was not sufficiently defined for the National Ocean Service to perform an environmental review by the time the final award file needed to be submitted to obligate funds. The Recipient is not authorized to expend federal funds for prescribed burn and fuel reduction activities involving earthwork or engagement with the environment until the recipient provides to NOAA necessary information, such as a scope of work, sampling protocol, site plans, map, permits, environmental consultations and any additional information requested to satisfy requirements for National Environmental Policy Act (NEPA) and environmental consultation, and receives approval from NOAA. This information should be submitted to NOAA?s Office for Coastal Management by May 31, 2027. NOAA will review these tasks for compliance with NEPA and Environmental compliance once the applicant has submitted the final documentation to determine if additional information is necessary and what level of NEPA documentation applies. Once this Specific Award Condition has been released by NOAA, the Recipient is authorized to expend federal funds to complete Strategy 4.1, unless there are other conditions placed on the award that would restrict this expenditure of funds.

DUE DATE	TASK NAME	DUE DATE STATUS	DECISION DATE
05/31/2027	Submit requested documents	Unresolved	

Funding Restriction for Strategy 4.2: Resource Conservation District of Monterey County

Strategy 4.2: Resource Conservation District of Monterey County: North Monterey County Eucalyptus Treatment and Wildfire Prevention was not sufficiently defined for the National Ocean Service to perform an environmental review by the time the final award file needed to be submitted to obligate funds. The Recipient is not authorized to expend federal funds for eucalyptus treatment and wildfire prevention activities that include earthwork or engagement with the environment until the recipient provides to NOAA necessary information, such as a scope of work, sampling protocol, site plans, map, permits, environmental consultations and any additional information requested to satisfy requirements for National Environmental Policy Act (NEPA) and environmental consultation, and receives approval from NOAA. This information should be submitted to NOAA's Office for Coastal Management by May 31, 2027. NOAA will review these tasks for compliance with NEPA and Environmental compliance once the applicant has submitted the final documentation to determine if additional information is necessary and what level of NEPA documentation applies. Once this Specific Award Condition has been released by NOAA, the Recipient is authorized to expend federal funds to complete Strategy 4.2, unless there are other conditions placed on the award that would restrict this expenditure of funds.

DUE DATE	TASK NAME	DUE DATE STATUS	DECISION DATE
05/31/2027	Submit requested documents	Unresolved	

Funding Restriction for Strategy 4.3: Resource Conservation District of Monterey County

Strategy 4.3: Resource Conservation District of Monterey County: Monterey Bay Prescribed Fire and Cultural Burning Expansion was not sufficiently defined for the National Ocean Service to perform an environmental review by the time the final award file needed to be submitted to obligate funds. The Recipient is not authorized to expend federal funds for fire prevention, prescribed burn and cultural burning activities involving earthwork or engagement with the environment until the recipient provides to NOAA necessary information, such as a scope of work, sampling protocol, site plans, map, permits, environmental consultations and any additional information requested to satisfy requirements for National Environmental Policy Act (NEPA) and environmental consultation, and receives approval from NOAA. This information should be submitted to NOAA's Office for Coastal Management by May 31, 2027. NOAA will review these tasks for compliance with NEPA and Environmental compliance once the applicant has submitted the final documentation to determine if additional information is necessary and what level of NEPA documentation applies. Once this Specific Award Condition has been released by NOAA, the Recipient is authorized to expend federal funds to complete Strategy 4.3, unless there are other conditions placed on the award that would restrict this expenditure of funds.

DUE DATE	TASK NAME	DUE DATE STATUS	DECISION DATE
05/31/2027	Submit requested documents	Unresolved	

Funding Restriction for Strategy 4.4: Big Sur Land Trust

Strategy 4.4: Big Sur Land Trust: Resilient Forest Restoration: Protecting Communities in the Wildland Urban Interface was not sufficiently defined for the National Ocean Service to perform an environmental review by the time the final award file needed to be submitted to obligate funds. The Recipient is not authorized to expend federal funds for fire

prevention or fuel reduction activities involving earthwork or engagement with the environment until the recipient provides to NOAA necessary information, such as a scope of work, sampling protocol, site plans, map, permits, environmental consultations and any additional information requested to satisfy requirements for National Environmental Policy Act (NEPA) and environmental consultation, and receives approval from NOAA. This information should be submitted to NOAA s Office for Coastal Management by May 31, 2027. NOAA will review these tasks for compliance with NEPA and Environmental compliance once the applicant has submitted the final documentation to determine if additional information is necessary and what level of NEPA documentation applies. Once this Specific Award Condition has been released by NOAA, the Recipient is authorized to expend federal funds to complete Strategy 4.4, unless there are other conditions placed on the award that would restrict this expenditure of funds.

DUE DATE	TASK NAME	DUE DATE STATUS	DECISION DATE
05/31/2027	Submit requested documents	Unresolved	

Funding Restriction for Strategy 4.5: Santa Lucia Conservancy

Strategy 4.5: Santa Lucia Conservancy: Santa Lucia Fuels Reduction Project was not sufficiently defined for the National Ocean Service to perform an environmental review by the time the final award file needed to be submitted to obligate funds. The Recipient is not authorized to expend federal funds for fire prevention and fuel reduction activities involving earthwork or engagement with the environment until the recipient provides to NOAA necessary information, such as a scope of work, sampling protocol, site plans, map, permits, environmental consultations and any additional information requested to satisfy requirements for National Environmental Policy Act (NEPA) and environmental consultation, and receives approval from NOAA. This information should be submitted to NOAA s Office for Coastal Management by May 31, 2027. NOAA will review these tasks for compliance with NEPA and Environmental compliance once the applicant has submitted the final documentation to determine if additional information is necessary and what level of NEPA documentation applies. Once this Specific Award Condition has been released by NOAA, the Recipient is authorized to expend federal funds to complete Strategy 4.5, unless there are other conditions placed on the award that would restrict this expenditure of funds.

DUE DATE	TASK NAME	DUE DATE STATUS	DECISION DATE
05/31/2027	Submit requested documents	Unresolved	

STANDARD TERMS AND CONDITIONS

Performance Progress Report (PPR)-Award Start Date Semi-Annual

Project Progress Reports are due on a semi-annual basis, no later than 30 days following the end of each six (6) month period from the start date of the original award. A comprehensive final Project Progress Report is due within 120 days after the award expiration date and will include the last interim reporting period.

DUE DATE	TASK NAME	DUE DATE STATUS	DECISION DATE
05/01/2025	April 2025 Semi-Annual Report	Unresolved	

10/31/2025	October 2025 Semi-Annual Report	Unresolved	
05/01/2026	April 2026 Semi-Annual Report	Unresolved	
10/31/2026	October 2026 Semi-Annual Report	Unresolved	
05/01/2027	April 2027 Semi-Annual Report	Unresolved	
10/31/2027	October 2027 Semi-Annual Report	Unresolved	
05/01/2028	April 2028 Semi-Annual Report	Unresolved	
10/31/2028	October 2028 Semi-Annual Report	Unresolved	
05/01/2029	April 2029 Semi-Annual Report	Unresolved	
10/31/2029	October 2029 Semi-Annual Report	Unresolved	

Exhibit A: Assurances

OMB Number: 4040-0007
Expiration Date: 02/28/2025

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation
- Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

Exhibit A: Assurances

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593(identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
Danielle Brown	Executive Director
APPLICANT ORGANIZATION	DATE SUBMITTED
California Marine Sanctuary Foundation	02/09/2024

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Exhibit A: Assurances**ASSURANCES - CONSTRUCTION PROGRAMS**

OMB Number: 4040-0009

Expiration Date: 02/28/2025

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NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant:, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

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Prescribed by OMB Circular A-102

Exhibit A: Assurances

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of
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18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

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SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
Danielle Brown	Executive Director
APPLICANT ORGANIZATION	DATE SUBMITTED
California Marine Sanctuary Foundation	02/09/2024

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California Marine Sanctuary Foundation: Special Terms and Conditions

Attachment 7
California Marine Sanctuary Foundation Special Terms and
Conditions Subaward No. CR116

1. Independent Contractor. Subrecipient acknowledges and agrees that it is engaged as an independent contractor by PTE to perform the Subaward work. As an independent contractor, Subrecipient acknowledges that PTE will not withhold any taxes from the compensation it pays to Subrecipient, and that Subrecipient is entirely responsible for all tax reporting and payment. Nothing in the Subaward is intended to, or shall be deemed to, constitute a partnership or joint venture between the parties. No party has the authority to bind any other party in contract or to incur any debts or obligations on behalf of any other party, and no party (including any employee or other representative of a party with responsibility for program matters) shall take any action that attempts or purports to bind any other party in such a manner, without the affected party's prior written approval. No direction or instruction by PTE with respect to Subrecipient's performance of the Subaward work or the Subaward shall in any way affect Subrecipient's status as an independent contractor as described herein.

2. Publicity Requirements: All communications regarding the project associated with this Subaward must acknowledge PTE as the lead entity. This acknowledgment should be included in all project-related materials, including but not limited to press releases, reports, websites, social media posts, and presentations. Subrecipient acknowledges that PTE will serve as the sole point of contact for public communications about the project associated with this Subaward as a whole. Subject to the terms and conditions of this Subaward, including without limitation the "Use of Name" section of Attachment 1, Subrecipient is encouraged to coordinate with PTE for any communications that provide an overview of the entire project associated with this Subaward. Any inquiries regarding the overall status of the project associated with this Subaward, objectives, or impact should be directed to PTE. In addition to the terms and conditions provided in this Subaward, including without limitation the "Use of Name" section of Attachment 1, PTE reserves the right to review and approve all communications materials in connection with the project associated with this Subaward, including but not limited to educational, outreach, or press materials, before their release to ensure consistency with the project's overall messaging. In any such communication, the relationship of the parties shall be accurately and appropriately described.

The project associated with this Subaward shall be co-branded as funded by NOAA. Any public-facing materials must include this acknowledgment prominently. In addition to the terms and conditions provided in this Subaward, including without limitation the "Use of Name" section of Attachment 1, PTE's logo and NOAA branding should be used in accordance with PTE's branding guidelines. Subrecipient shall ensure that these logos are used appropriately in all communications materials.

3. Monterey Bay Climate Adaptation Action Network (MBCAAN) Commitment: Subrecipient shall commit to participate, in good faith, as an active member of MBCAAN during the term of this Subaward. This may include, but is not limited to, participation in quarterly meetings, participation in subcommittees as appropriate, and contribution to the development of planning documents and regional climate strategies.

4. Publication. Subject to the terms and conditions of this Subaward, Subrecipient shall have the right to publish and disseminate information derived from the performance of the work performed pursuant to this Subaward; provided, however, that PTE shall have the right to approve any such publication by Subrecipient prior to its publishing. Subrecipient shall provide PTE with a copy of any such publication at least thirty (30) days prior to submission for publication in order to review for confidential information, material which would affect pending patents, and to forward to Federal Awarding Agency, if applicable. Subrecipient shall address and incorporate any comments, changes, revisions or requests by PTE with respect the publication prior to its publishing. Qualification for authorship shall be in keeping with generally accepted academic standards.

5. Intellectual Property. Subrecipient hereby grants to PTE a worldwide, royalty-free, non-exclusive

California Marine Sanctuary Foundation: Special Terms and Conditions

and irrevocable license or sublicense, as the case may be, to use, display, publish and reproduce any of Subrecipient's Intellectual Property (as defined below) associated with the Subaward work and the project associated with this Subaward to meet PTE's obligations under the Federal Award, in connection with PTE's marketing and distribution of information regarding the Subaward work and the project associated with this Subaward or otherwise as is relevant for PTE, in its discretion, to enjoy the benefit of the Subaward work. Subrecipient hereby grants to Federal Awarding Agency a worldwide, royalty-free, non-exclusive and irrevocable license or sublicense, as the case may be, to use, display, publish and reproduce Subrecipient's Intellectual Property associated with the Subaward work and the project associated with this Subaward and to authorize others to do so for federal purposes. Subrecipient shall own the data it generates under this Subaward. Subrecipient shall grant to PTE the right to receive copies of such data and to use data created as provided in the Statement of Work to the extent required to meet PTE's obligations under the Federal Award, in connection with PTE's marketing and distribution of information regarding the Subaward work and the project associated with this Subaward or otherwise as is relevant for PTE, in its discretion, to enjoy the benefit of the Subaward work. Subrecipient acknowledges the rights of the Federal Awarding Agency to use such data and to authorize others to do so for federal purposes. The term "Intellectual Property" shall mean trademarks, service marks, rights in trade names, business names, logos and trade dress, patents, utility models, rights in inventions, design rights, copyrights and related rights (including rights in computer software), database rights, rights in domain names, URLs and social media accounts, rights in confidential information, trade secrets, and all other similar rights in any part of the world.]

6. Confidentiality. "Confidential Information" shall mean any non-public information, including trade secrets, know-how, proprietary information, formulae, processes, techniques, and information concerning past, present, and future marketing, financial, research, and development activities that may be disclosed, whether orally or in writing, from or on behalf of a party (in such capacity, "Disclosing Party") to the other Party (in such capacity, "Receiving Party"), or that may be otherwise received or accessed by Receiving Party in connection with this Subaward. In the event the Disclosing Party discloses Confidential Information to the other during the project associated with this Subaward, the Receiving Party agrees to disclose the Confidential Information only on a need-to-know basis to its employees, directors or other advisors or representatives who are subject to confidentiality obligations, to use the Confidential Information only for the purposes contemplated by this Subaward and to use reasonable efforts to prevent its disclosure to third parties.

Notwithstanding the foregoing, the Receiving Party may disclose the Confidential Information if such information (i) was already in the public domain or becomes publicly available through no wrongful act of receiving party, (ii) was previously known or developed by the receiving party without any violation of existing confidentiality obligations, or was known by receiving party prior to disclosure by disclosing party, as evidenced by tangible records; (iii) is disclosed to the receiving party by an independent third party who, to the best of the receiving party's knowledge, is not under an obligation of confidentiality for such information to the disclosing party; (iv) is independently developed or discovered by receiving party without use of disclosing party's Confidential Information, as evidenced by tangible records; or (v) was required to be disclosed by operation of law.

The parties agree that each party retains ownership of the Confidential Information it provides to the other. The Receiving Party shall promptly return the Disclosing Party's Confidential Information upon request. The obligations of this clause shall survive for a period of three (3) years following termination of this Subaward. Notwithstanding the foregoing, the parties agree that any personally identifiable health information shall be considered confidential.

7. Indemnification.

a. Notwithstanding anything to the contrary herein, Subrecipient shall defend, indemnify, and hold harmless PTE, and its officers, directors, employees, and agents, and any and any other party required by the contract between the Federal Funding Award and PTE (collectively, "Indemnitees"), from and against all claims, losses, costs, fines, penalties, judgments, liabilities, expenses, and damages of whatever nature, including but not limited to costs of defense, settlement and attorneys'

California Marine Sanctuary Foundation: Special Terms and Conditions

fees (including the costs of attorneys in the employ of Indemnitees), arising out of, caused by or resulting from Subrecipient's performance of or failure to perform the Subaward, to the extent caused in whole or in part by Subrecipient's breach of the Subaward, or by the fraudulent, willful or negligent acts or omissions of Subrecipient, or any of Subrecipient's subcontractors, employees, suppliers, manufacturers, providers of services, or other persons or entities engaged in work performed pursuant to this Subaward or for whose acts Subrecipient may be liable. This indemnification provision is binding on Subrecipient to the fullest extent permitted by law.

b. If in the execution or performance of this Subaward, Subrecipient shall have failed to perform the its obligations under the Subaward in accordance with the terms, conditions, provisions or covenants of this Subaward or shall have violated any laws, rules, orders, regulations or ordinances applicable to Subrecipient's obligations hereunder, then Subrecipient shall defend, indemnify and save the Indemnities harmless from all damages, liabilities, claims and expenses, including costs of defense, settlement, and attorneys' and professional fees paid by any Indemnatee or incurred by or assessed against any Indemnatee as a result of any such failures or violations committed by Subrecipient in the execution of performance of its obligations under this Subaward.

c. Subrecipient agrees to indemnify, defend hold harmless the Indemnitees from and against all liabilities, costs, claims, penalties, forfeitures, causes of action, suits, and the costs and expenses incident thereto (including costs of defense, settlement, and attorneys' fees, including the costs of attorneys in the employ of Indemnitees), which Indemnitees may suffer, incur, become responsible for or pay out as a direct or indirect result of any allegation, claim or proceeding involving any defamatory or unlawful matter or question of direct, contributing or indirect infringement of any intellectual property or other proprietary rights, including infringement of any trademark, patents or copyrights arising out of, caused by or in connection with the work performed by Subrecipient pursuant to the Statement of Work and/or Subrecipient's performance of its obligations under this Subaward.

d. Notwithstanding the foregoing, this indemnity provision will not apply to any claim arising from the sole negligence or willful misconduct of PTE or its employees or agents. Subrecipient's obligations under this indemnification provision shall survive the termination of, or completion of the work described in the Statement of Work and the performance of Subrecipient's obligations under this Subaward. Subrecipient's indemnification obligations that are part of this Subaward shall also apply to anyone hired by Subrecipient to perform any work under or in connection with this Subaward.

8. Insurance. Subrecipient shall carry and maintain at Subrecipient's expense, prior to Subrecipient commencing work under this Subaward, insurance with an insurance provider with a minimum rating by AM Best no lower than A minus (A-) with coverage as specified below. Subrecipient shall produce evidence of insurance through a minimum means of a Certificate of Liability Insurance and Subrecipient Insurance Compliance Statement as filled out by their insurance provider and submitted to PTE, copies of which shall be furnished by Subrecipient to PTE upon written request at any time and from time-to-time. These insurance requirements that are part of this Subaward shall also apply to anyone hired by Subrecipient to work under this Subaward.

a. Commercial General Liability Insurance, with minimum limits of \$1,000,000 per occurrence /\$2,000,000 aggregate for Bodily Injury, Personal Injury, Property Damage (BI, PI, PD), Sexual Harassment, Discrimination, and Contractual Liability.

b. Subrecipient shall provide Workers' Compensation insurance as required by any applicable law or regulation together with Employer's Liability insurance coverage. Subrecipient shall voluntarily provide Workers' Compensation insurance for proprietors, partners, or others not statutorily required to maintain Workers' Compensation insurance. At a minimum, the Workers' Compensation coverage shall include the benefits and limits designated in the jurisdiction in which the project associated with this Subaward is located as well as any jurisdiction in which any of the

California Marine Sanctuary Foundation: Special Terms and Conditions

work performed in connection with the Statement of Work is performed. The Employer's Liability insurance shall be provided in amounts not less than:

Each Accident	\$1,000,000
Policy Limit for bodily injury by disease	\$1,000,000
Each Employee for bodily injury by disease	\$1,000,000

Subrecipient and its insurer shall waive all rights of subrogation against PTE, the Federal Funding Agency and any other party required by contract. Where a Professional Employer Organization (PEO) or "leased employees" are utilized, Subrecipient shall require its leasing company to provide Workers' Compensation insurance for said workers and such policy shall be endorsed to provide an Alternate Employer endorsement in favor of Subrecipient and PTE. Where Subrecipient uses leased employees with Workers' Compensation insurance provided by a PEO or employee leasing company, Subrecipient is strictly prohibited from subletting any of its work without the express written agreement of PTE.

c. Professional Liability Insurance. Professional errors and omissions liability insurance with limits of no less than One Million Dollars \$1,000,000 each claim, aggregate limit included in the Policy Aggregate Limit of \$2,000,000. Such professional liability insurance shall be continued for a period of no less than one year following completion of Subrecipient's obligations under this Subaward.

d. Automobile Liability Insurance. If Subrecipient or Subrecipient's officers, employees, agents or representatives utilize a motor vehicle in performing any of its obligations under this Subaward, Subrecipient shall provide owned/non-owned automobile liability insurance providing combined single limits covering bodily injury and property damage liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. PTE, the Federal Funding Agency, and any other party required by contract shall be named as Additional Insureds

This insurance coverage is required unless the Subrecipient or Subrecipient's officers, employees, agents or representatives do not drive a vehicle in conjunction with any part of the performance of this Subaward and Subrecipient and PTE both certify to this fact by initialing here ____ / ____.

e. Deductibles. Any deductibles or self-insured retentions over \$10,000 must be declared in writing and approved by PTE. PTE, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, Subrecipient agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of Subrecipient's defense and indemnification obligations as set forth in this Agreement.

f. Additional Insured Endorsement. Subrecipient shall obtain a separate endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, naming PTE and its officers, officials and employees as additional insureds ("Additional Insureds").

g. Subrecipient's Insurance is Primary. Such insurance shall be primary and non-contributory to any insurance or self-insurance maintained by PTE. Any insurance or self-insurance maintained by any Additional Insureds shall be excess of Subrecipient's insurance and shall not contribute with Subrecipient's insurance. A Waiver of Subrogation shall apply in favor of the Additional Insureds.

h. Subcontractors. Subrecipient shall require that all persons or entities engaged in work performed pursuant to this Subaward, including, but not limited to, contractors, subcontractors, suppliers, and providers of services are subject to the insurance and indemnity requirements stated herein, or shall include all such persons or entities engaged in work performed pursuant to this Subaward as additional insureds under its insurance policies.

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i. Certificates of Insurance. Certificates of Insurance shall be ordered by Subrecipient and provided to PTE by Subrecipient's insurance carrier for the above-listed coverages before starting work under this Subaward. All such Certificates shall indicate the amount of coverage and shall include "CMSF, its Officers, Agents and Employees" as Additional Insureds. Further, each insurance policy shall specifically include, without limitation, the following: (i) a provision whereby the policy may not be terminated or amended except after ten (10) days' prior written notice to PTE; and (ii) a provision that PTE and any other Additional Insured, although named as an insured, shall nevertheless be entitled to recover under the policy for losses sustained by the Additional Insured as a result of the acts or omissions of Subrecipient. Renewal certificates shall be provided to PTE prior to expiration of the policy(ies). Further, Subrecipient shall provide to PTE a certified copy of all insurance policies within ten (10) days of request.

j. Equipment Insurance. Subrecipient will either (i) provide maintain fire, theft, and malicious damage insurance covering Subrecipient's tools, construction equipment, and construction sheds and/or offices and, at the request of PTE, will furnish PTE with certificates of such insurance, or (ii) acknowledge to PTE in writing that Subrecipient will self-insure such items, and assumes all risk of loss of such items, agreeing not to look to PTE for any loss or damage to such items regardless of causation. Subrecipient shall have the sole responsibility for the proper storage and protection of materials stored at the project site associated with this Subaward. Any loss resulting from damage, theft or other casualty prior to the incorporation of such materials in the work performed under this Subaward and acceptance thereof by PTE shall be borne by the Subrecipient, except to the extent of insurance proceeds, if any.

k. Loss Reporting. Subrecipient shall immediately report to PTE, and promptly thereafter confirm in writing, the occurrence of any injury, loss or damage incurred by Subrecipient or its subcontractors or their receipt of notice or knowledge of any claim by a third party of any occurrence in the course of performing under this Subaward that may result in a claim.

9. Working Conditions.

a. Labor Unions. Subrecipient agrees to comply with all labor regulations promulgated by the labor union(s) having jurisdiction over the work performed under this Subaward or any portion thereof, or any other labor union with which Subrecipient has a contract, if any. Subrecipient further agrees to reasonably cooperate with any labor forces engaged by PTE, and its subcontractors and suppliers, regardless of whether such forces are union or non-union.

b. Mutual Cooperation. Subrecipient agrees to use every effort to promote mutual cooperation between Subrecipient's officers, employees, subcontractors and agents and PTE, which mutual cooperation is essential to the proper performance by the Subrecipient hereunder. Subrecipient further covenants and agrees to reasonably cooperate with, and not to obstruct, hinder, or delay, the work performed by any other recipient of a subaward or their laborers and subcontractors (at all tiers). Subrecipient shall defend, indemnify and hold PTE harmless for all damages assessed against PTE to the extent caused by Subrecipient obstructing, hindering, or delaying the work of any other subaward recipient or their laborers and subcontractors (at all tiers).

c. Safety. Subrecipient shall be responsible for the safety of its workers and Subrecipient shall comply with applicable federal and state worker safety-related laws and regulations at all times. If in the performance of Subrecipient's obligations under this Subaward, it is necessary to conduct investigations or other operations in the field or at a project site, security and safety of the area of such field operations will be the responsibility of the Subrecipient. Subrecipient, at its expense, shall conform to the basic safety policy of PTE and comply with all specific safety requirements promulgated by any governmental authority, including, without limitation, the Construction Safety Act of 1969, as amended, or its successor; the Occupational Safety and Health

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Act of 1970 as amended; "Construction Safety Orders and General Industry Safety Orders" in Title 8 of the California Code of Regulations; California Department of Health Services and local regulations; and all standards and regulations which have been or shall be promulgated by the parties or agencies which administer such acts and regulations. Subrecipient shall have and exercise full responsibility for compliance thereunder by Subrecipient and its agents, employees, materialmen and subcontractors generally and, in particular, with respect to the performance of Subrecipient's obligations under this Subaward. Subrecipient shall receive, respond to, defend, and be responsible for all citations, assessments, fines or penalties which may arise in whole or in part, from Subrecipient or its agents', employees', materialmen's or subcontractors' failure or alleged failure to so comply and shall defend, indemnify and hold PTE harmless from any loss, damage, fines, costs, and expenses, including reasonable attorney's fees, which PTE may incur as a result of Subrecipient's failure or alleged failure to so comply. Subrecipient shall further comply with PTE's safety requirements, if any.

10. Additional Invoicing and Payment Terms. Invoices must be submitted to PTE within 30 days following the end of each quarter. PTE reserves the right to reject any invoice that does not comply with the terms of this Subaward. Subrecipient shall have the right to submit a corrected invoice; provided that such corrected invoice is submitted as soon as possible, and no later than thirty (30) days following the return of the rejected invoice to Subrecipient by PTE. PTE shall pay all undisputed invoices within 14 days after receipt of the funds from the Federal Awarding Agency to pay such undisputed invoices; provided, however, such payments shall continue to be provisional and subject to adjustment as provided in Section 4 of the "Terms and Conditions" of this Subaward. Notwithstanding any other provision of this Subaward, Subrecipient expressly acknowledges and agrees that PTE's receipt of payment from Federal Awarding Agency for amounts invoiced by and due to Subrecipient is a condition precedent of any obligation of PTE to make any payments to Subrecipient, it being expressly agreed that the risk of Federal Awarding Agency's nonpayment is borne by Subrecipient and not PTE and that PTE is relieved of, and excused from, any obligation to pay Subrecipient if Federal Awarding Agency does not pay PTE. Any payment advanced by PTE prior to receipt of payments from Federal Awarding Agency shall not be interpreted as a waiver, nor establish a course-of-dealing, nor otherwise affect PTE's right to the enforcement of this "paid if paid" provision.

11. Budget Changes. Except as otherwise provided herein, in its performance of its obligations under this Subaward, the Subrecipient shall expend funds only on allowable costs and in the manner described in the Statement of Work approved by the PTE and Federal Agency. Expenditure on items contained in the Statement of Work and budget for this Subaward as shown in Attachment 5 may vary by as much as ten percent (10%) without prior approval by the PTE, provided the subrecipient submits a revised budget to PTE prior to requesting disbursement based on such revised budget. Notwithstanding the foregoing, the total amount of the budget as shown in Attachment 5 may not be increased, except by written amendment to the Subaward signed by both PTE and Subrecipient.

12. Statement of Work Changes. The parties may, pursuant to mutual agreement, limit, expand or otherwise modify the Statement of Work to be performed by Subrecipient hereunder, provided that such modifications to the terms of the Statement of Work shall be valid only if made in writing and executed by both PTE and Subrecipient.

13. Deliveries Upon Termination. Upon termination of this Subaward as provided for herein, Subrecipient shall furnish all necessary data, deliverables, and final reports, in accordance with the terms of this Subaward, including without limitation Sections 3, 4 and 5 of the "Terms and Conditions" and Attachment[s] 4 [and 5] of this Subaward, completed or in progress through the date of termination and such other documentation as reasonably requested the PTE with respect to the Subaward work performed the Subrecipient prior to the date of termination.

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14. Payments to Third Parties. Subrecipient covenants and agrees that all funds received for the performance of its obligations pursuant to the Subaward shall be used solely for the benefit of persons or firms supplying labor, materials, supplies, tools, machines, equipment or services exclusively for the project associated with this Subaward and that any funds paid to Subrecipient pursuant hereto shall immediately become and constitute a trust fund for the benefit of such persons and firms, and shall not in any instance be diverted by Subrecipient to any other purpose until all obligations arising hereunder to third persons have been fully discharged and all claims arising therefrom have been fully paid.

15. Closeout. Along with any other reports or deliverables required hereunder, Subrecipient shall submit its final invoice and any requested release and assignment forms to PTE within 30 calendar days following completion of the period of performance of this Subaward. In the event that quick closeout is requested by PTE, Subrecipient shall comply with FAR Part 42.708 to complete Subaward closeout. Payment of the final invoice will be withheld pending:

- Completion, submission, and acceptance by PTE of all work performed under the Statement of Work;
- Completion by Subrecipient of any requested release forms, including patent/invention report, and property report; and
- Clear, visible, and proper marking of "final invoice" on the actual final invoice.

16. Audit. Subrecipient assures PTE that it complies with Single Audit requirements under 2 CFR 200 ("Uniform Guidance"), Subpart F and that it will notify PTE of completion of required audits and of any adverse findings which impact this Subaward. For a period of three (3) years after date of receipt of final payment, PTE, Federal Awarding Agency or an authorized representative shall have the right to audit, at its own expense and upon reasonable notice at a mutually agreeable time, all financial books, accounts, and records of funds received and costs and commitments incurred under this Subaward. If any audit reveals a discrepancy or error in reporting, Subrecipient will reimburse PTE upon request for the disallowed costs and expenses associated with such audit.

17. Disputes. The parties shall make good faith efforts to attempt to resolve all disputes through informal means. Each party agrees that, prior to resorting to litigation to resolve any dispute, it will confer with the other party to determine whether other procedures that are less expensive or less time-consuming can be adopted to resolve the dispute.

18. Anti-kickback. Subrecipient represents that no part of the total Subaward amount provided herein shall be paid directly or indirectly to any officer or employee of PTE or Federal Awarding Agency as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to Subrecipient in connection with any work contemplated or performed relative to this Subaward.

19. Subcontractors. Any and all contracts, subcontracts or other agreements with a contractor, subcontractor of any tier, materialman, providers of services, or other persons or entities engaged to perform work pursuant to this Subaward shall be subject to all applicable terms and conditions of this Subaward, including, without limitation, the licensing, certification and confidentiality requirements set forth herein. Subrecipient shall remain legally responsible for the performance of all terms and conditions of this Subaward, including work performed by third parties under any other contracts, subcontracts or other third party agreements, whether approved by PTE or not. Subrecipient shall be responsible for requiring and confirming that each subcontractor meets the minimum insurance requirements specified in Section 8 of this Attachment 7 of the Subaward. Any subcontractor shall obtain the required insurance coverages, or better, and provide proof of same to PTE in the manner provided in in Section 8 of this Attachment 7 of the Subaward. The Subrecipient shall be responsible for any and all disputes arising out of its contracts for work in connection with this Subaward, including but not limited to payment disputes with any contractor, subcontractor of any tier, materialman, providers of services, or other persons or entities engaged to

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perform work pursuant to this Subaward. Neither PTE nor the Federal Funding Agency will mediate disputes between Subrecipient and any other person or entity concerning responsibility for performance of work. Subrecipient will save and hold PTE harmless from and against any and all claims, liens, requests for payment, or liabilities of any kind (collectively, "Subcontractor Claims") that may be filed by a contractor, subcontractor of any tier, materialman, provider of services, or other person or entity engaged to perform work in connection with this Subaward or any other person and Subrecipient will, at its own expense, defend all actions based upon such Subcontractor Claims and will pay all charges of attorneys and all costs and other expenses arising from such Subcontractor Claims.

20. Compliance with Laws; Examinations; Operations and Maintenance.

a. Subrecipient shall perform the work described in the Statement of Work and its obligations under this Subaward in compliance with all applicable federal, state and local laws and regulations. Subrecipient shall pay for, possess, maintain and comply with all federal, state and local permits, licenses and certificates that may be required for it to perform the work described in the Statement of Work and its obligations under this Subaward. Subrecipient shall comply with all federal, state and local air pollution control laws and regulations applicable to the Subrecipient and its work described in the Statement of Work (as required by California Code of Regulations title 13, section 2022.1). Subrecipient represents and warrants that it has procured all licenses to do business, if required by law, and has complied with all other legal requirements before submitting a bid for the Subaward or performing any work described in the Statement of Work and its obligations under this Subaward.

b. Subrecipient represents that it has carefully examined the drawings and specifications, governmental restrictions, permits and license requirements, and all other laws and rules applicable to the work described in the Statement of Work and its obligations under this Subaward. Subrecipient further represents, if applicable, it has visited the premises of the project associated with this Subaward, has made all investigations essential to a full understanding of the difficulties which may be encountered, and has special qualifications for doing the work described in the Statement of Work. Subrecipient's failure to note any defect, patent or latent, or any inconsistency or material omission during the course of the aforementioned examinations, visits and investigations shall not in any respect relieve Subrecipient from Subrecipient's obligations under this Subaward or entitle Subrecipient to additional funds.

c. Subrecipient will hold PTE harmless from any liability or penalty incurred or imposed by reason of an asserted or actual violation by Subrecipient of any such laws, regulations, ordinances, governmental restrictions, or other rules or failure to obtain valid licenses or permits.

d. Subrecipient will conform to and obey all rules, regulations, policies and procedures imposed from time to time by PTE or the Federal Funding Agency with respect to the project associated with this Subaward or the performance of the work described in the Statement of Work and Subrecipient's obligations under this Subaward.

e. Subrecipient will be solely responsible for design, construction, and operation and maintenance of projects within the Statement of Work. Review or approval of plans, specifications, bid documents, or other construction documents by PTE and the Federal Funding Agency is solely for the purpose of proper administration of funds by Federal Agency and shall not be deemed to relieve or restrict responsibilities of Subrecipient under this Subaward.

21. Attorneys' Fees. If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this Subaward to be performed or kept, the party prevailing in said action or proceeding shall

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be entitled to recover court costs and reasonable attorneys' fees to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, "prevailing party" means the party who dismisses an action or proceeding in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other consideration substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

22. Miscellaneous. This Subaward constitutes the entire agreement between the parties regarding the subject matter herein and all previous oral or written promises and agreements relating to the Subaward are hereby superseded to the extent they may be inconsistent herewith.

- a. Any modification to this Subaward shall be made in writing and must be signed by an authorized representative of each party.
- b. All covenants, agreements, indemnities, guarantees and warranties made by Subrecipient shall survive completion of or termination of the Subrecipient's obligations under this Subaward and the Subaward, and any payment of the funds of the Subaward, in full or in part.
- c. Any and all notices or demands or other documents or instruments provided for herein shall be in writing and shall be deemed effectively given or made (a) on the date served upon the party to be notified personally; (b) delivered to the party through e-mail, if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery courier (charges prepaid, receipt acknowledged) or if the recipient of such e-mail confirms receipt; (c) three days after being deposited in the United States mail registered or certified mail, return receipt requested, postage prepaid; or (d) one day after deposit or delivery to a reputable overnight courier, prepaid, receipt acknowledged, to the address of such party as set forth in this Subaward or to such other address as such party may last have designated by notice hereunder. Notice to PTE shall be directed to the PTE's Administrative Contact and Authorized Official as set forth on Attachment 3A, and notice to Subrecipient shall be directed to Subrecipient's Authorized Official as set forth on Attachment 3B. Rejection or refusal to accept delivery or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of notice as of the date such notice was deposited in the mail or delivered to the overnight courier.
- d. Whenever the singular number is used in this Subaward and when required by the content, the same shall include the plural and vice versa, and the neuter genders shall include the feminine and the masculine and vice versa.
- e. The person executing this Subaward on behalf of Subrecipient hereto represents that they have been authorized to do so by the Board of Directors, officers, directors, members, managers, partners, or other governing body of Subrecipient.
- f. Section headings herein are inserted only for convenience or reference, and shall in no way define, limit or prescribe the scope or extent of any provisions of this Subaward.
- g. PTE and Subrecipient each bind itself, its successors, assigns and legal representatives to the other party hereto, and to the successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in this Subaward.
- h. Subrecipient may not assign this Subaward without the prior written consent of PTE.

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i. If any term or provision of this Subaward shall be held to any extent to be invalid or unenforceable, the remaining terms and provisions of this Subaward shall be valid and shall be enforceable to the fullest extent permitted by law.

j. This Subaward shall be construed and governed under the laws and statutes of the State of California.

k. The parties agree that jurisdiction and venue in any action brought by any party pursuant to this Subaward shall properly (but not exclusively) lie in any federal or state court sitting in Santa Barbara County, California. By execution and delivery of this agreement, each party irrevocably submits to the jurisdiction of such courts for itself and in respect of its property with respect to such action. The parties irrevocably agree that venue would be proper in such court, and hereby waive any objection that such court is an improper or inconvenient forum for the resolution of such action.

l. Nothing in the Subaward shall be construed or interpreted as creating a contractual relationship with any third party, nor as creating a cause of action in favor of any third party against either PTE or Subrecipient, it being the intent of the parties that there are no intended third party beneficiaries of the Subaward.

m. This Subaward may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Subaward delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Subaward.