

**State of California
The Natural Resources Agency – GRANT AGREEMENT**

GRANTEE NAME: Port of San Francisco
PROJECT TITLE: Heron’s Head Park Shoreline Resilience
AUTHORITY: California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018
PROGRAM: Ocean Protection Council
AGREEMENT NUMBER: C0875001

PROJECT COMPLETION DATE IS: date that agreement is executed + 4 years

PROJECT TERMINATION DATE IS: completion date + 3 months

Under the terms and conditions of this agreement, the applicant agrees to complete the project as described in the project scope described in Exhibit A, and any subsequent amendments, and the State of California, acting through the Natural Resources Agency pursuant to the Budget Act of 2016, agrees to fund the project up to the total state grant amount indicated.

PROJECT DESCRIPTION: See project description on Page 1 and Exhibit A of the Agreement

Total State Grant not to exceed **\$1,667,000.00** (or project costs, whichever is less)

The Special and General Provisions attached are made a part of and incorporated into the Agreement.

Port of San Francisco

**STATE OF CALIFORNIA
THE NATURAL RESOURCES AGENCY**

By: _____
Elaine Forbes

By: _____
Mark Gold

Title Executive Director, Port of San Francisco

Title Deputy Secretary for Ocean and Coastal Policy

Date _____

Date _____

CERTIFICATION OF FUNDING

AMOUNT OF ESTIMATE FUNDING	AGREEMENT NUMBER	FUND					
\$1,667,000.00	C0875001	6088 - California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Fund of 2018					
ADJ. INCREASING ENCUMBRANCE							
\$							
ADJ. DECREASING ENCUMBRANCE	FUNCTION						
\$	Local Assistance						
UNENCUMBERED BALANCE	Ref Number	Fund	Enactment Year (ENY)	Account Number	Alt Account		
\$	001	608800002	2018	5432000	000000000		
Program	PCBU	Project	Activity	RPTG Structure	SVC Loc	Agency Use	Budget Period
0320	0540	05400C0875XX	31875	05400001	31875	B7601	2019

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance

SIGNATURE OF ACCOUNTING OFFICER

DATE

GRANT AGREEMENT

State of California - The California Natural Resources Agency/Ocean Protection Council

Grantee Name: Port of San Francisco

Project Title: Heron’s Head Park Shoreline Resilience

Agreement Number: Agreement No. C0875001

Authority: Proposition 68, the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018, Public Resources Code section 80000, implementing Public Resources 35500 *et seq.*, and 35650.

Program: California Ocean Protection Council

PROJECT DESCRIPTION

Heron’s Head Park is owned and managed by the Port of San Francisco (Port) and located in the economically disadvantaged Bayview Hunters Point neighborhood. It is an approximately 21-acre peninsula comprised of 14 acres of public open space, including an environmental education center, and approximately 7 acres of tidal wetlands, tidal ponds, mudflats, and rocky intertidal shoreline. Heron’s Head Park provides valuable tidal marsh habitat for wildlife and equitable, convenient, and affordable access to natural coastal open space, education, and recreation in a neighborhood where such resources are scarce.

The proposed Heron’s Head Park Shoreline Resilience Project (“the Project”) is a multi-benefit project that will use a nature-based shoreline to protect and restore wetland habitat, improve ecological function of diverse intertidal habitats, and enable the shoreline to adapt to sea level rise. The major components of the Project are:

- Construct a dynamically stable coarse beach along the eroding shoreline.
- Fabricate and install oyster reef structures.
- Restore tidal salt marsh plant habitat.
- Monitor project outcomes, share findings, and take adaptive management measures.

The Project will restore former type and extent of habitat at Heron’s Head Park and provide new habitat in the form of coarse sand/gravel beach, new wetland vegetation to reinforce shoreline and pond edges, and subtidal oyster reefs. The coarse material shoreline will enable wetlands to migrate with rising sea level so that some wetland habitat and key public access features remain through mid-century. With the proposed monitoring and stewardship, including ongoing removal of non-native species and replanting with locally-adapted native wetland/transition zone plants, the Project will combat a significant infestation by invasive Algerian sea lavender, employ local youth, and provide volunteer opportunities for visitors and students. The Project will engage the surrounding community in implementation and demonstrate how marsh-fringing beach and other living shoreline elements can be integrated to create a

resilient shoreline, thereby contributing to statewide efforts to develop technical understanding and implementation of natural systems-based approaches to shoreline stabilization.

Scope of Work

A Scope of Work, Project Schedule and Project Budget (“Work Program”) are described in **Exhibit A** and attached to this Grant Agreement and incorporated by reference. Grantee will fully perform all work necessary to complete the Project, as identified in the Work Program. A Work Plan describing the project at a more detailed scale may be developed by the Grantee and Project Manager as necessary to ensure proper completion of grant deliverables.

Project Budget Details

The Grantee shall expend Grant Funds in the manner described in the Work Program, including the Project Budget, approved by the State. The Grantee may propose adjustments to the Project Budget, as described in section C. 4., below, if the total amount of the grant remains the same. If the proposed adjustments are approved by the State, they will be self-executing and will automatically be part of the Agreement and binding on Grantee, and incorporated into the Project Budget in Exhibit A.

TERMS AND CONDITIONS OF GRANT

Special Provisions

1. Recipients of Grant Funds shall include acknowledgement of grant funding in all materials produced with grant funds. The California Natural Resources Agency and California Ocean Protection Council (“OPC”) shall have the right to republish any material generated by this grant.
2. Recipients of Grant Funds shall ensure that materials produced for online posting and distribution are accessible for people with disabilities, including, but not limited to, blindness and low vision, and deafness and hearing loss, in compliance with Web Content Accessibility Guidelines 2.0 Level AA, or a subsequent version, and section 508 of the Rehabilitation Act.

General Provisions

A. Definitions

1. The term “Act” means Proposition 68, the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018.
2. The term “Agreement” means this Grant Agreement.
3. The term “Application” means the individual application form, its required attachments for grants pursuant to enabling legislation and/or program and any applicable materials supplied to by the application to the OPC or California Natural Resources Agency prior to award.
4. The term “Authorization” means the OPC adopted resolution included in the staff recommendation attached as Exhibit B. This agreement is executed under that authorization.
5. The term “Benchmark” means specific tasks or project deliverables identified in the project Work Plan as approved by the state.
6. The term “Completion Date” means the date by which all activity for the project must be concluded. Work performed after this date cannot be reimbursed.
7. The term “Executive Director” means the Executive Director of OPC, who is also the California Natural Resources Agency’s Deputy Secretary for Ocean and Coastal Policy.

8. The term "Grant" or "Grant Funds" means the money provided by the State to the Grantee in this Agreement.
9. The term "Grantee" means an applicant who has a signed agreement for Grant Funds.
10. The term "Nonprofit Organization" means any nonprofit corporation qualified to do business in California, and qualified under Section 501(c)(3) of the Internal Revenue Code.
11. The term "Other Sources of Funds" means cash or in-kind contributions that are required or used to complete the project beyond the Grant Funds provided by this Agreement.
12. The term "Project" means the activity described in the Work Program to be accomplished with Grant Funds.
13. The term "Project Budget" means the State approved cost estimate submitted to the Executive Director of OPC ("Executive Director") as part of the Work Program. The Project Budget shall describe all labor and materials costs of completing each component of the Project. The Project Budget may contain either itemized amounts, or ranges permissible for each item or task described in Project Scope and Work Plan. The Project Budget must include the set administrative and indirect costs agreed upon by the Parties if applicable. For each project component, the Project Budget shall list all intended funding sources including the State's grant and all other sources of monies, materials or labor.
14. The term "Project Manager" means the representative of the State given authorization by the Executive Director to administer and provide oversight of the Grant.
15. The term "Public Agency" means any State of California department or agency, a county, city, public district or public agency formed under California law.
16. The term "Request for Disbursement Form" means the form that will be submitted requesting payment.
17. The term "State" means the California Natural Resources Agency, the OPC or their representatives, or other political subdivision of the State, and includes their officers, agents and employees.
18. The term "Termination Date" means the date by which all invoices and other reporting requirements must be complete.
19. The term "Work Plan" means the description of tasks and related work to be accomplished by the Project.
20. The term "Work Program" means the State approved Work Plan, Project Schedule and Project Budget, as described in Exhibit A.

B. Project Execution

1. Pursuant to the OPC Proposition 68 Grant Guidelines, the Grantee shall comply with all applicable project execution procedures.
2. Subject to the availability of funds, the State hereby grants to the Grantee the sum **\$1,667,000** (Grant Funds) not to exceed the amount stated on the signature page in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of Project in this Agreement and its attachments and under the Terms and Conditions set forth in this Agreement.
3. Grantee shall furnish any and all additional funds that may be necessary to complete the Project.
4. Grantee shall complete the Project before the Completion Date as set forth on the signature page, unless an extension has been granted by the State, and under the Terms and Conditions of this Agreement. Grantee shall complete invoicing and reporting requirements by the Termination Date as

set forth on the signature page, unless an extension has been granted by the State and under the Terms and Conditions of this Agreement.

In the event of circumstances beyond the control of the Grantee, extensions may be requested in advance and will be considered by the OPC, at its sole discretion.

5. Grantee certifies that the Work Program does and will continue to comply with all current laws and regulations which apply to the Project, including, but not limited to, environmental laws, including, but not limited to, California Environmental Quality Act, health and safety codes, and disabled access laws.
6. Prior to the commencement of any work, Grantee agrees to submit in writing to the State for prior approval any deviation from the original Work Program per Exhibit A and/or the Application. Changes in the Work Program must continue to meet the need cited in Exhibit B or they will not be approved. Any modification or alteration in the Work Program on file with the State must be submitted to the State for approval.
7. Grantee shall provide status reports of the work at the request of the State.

C. Project Costs

1. Any Grant Funds provided to Grantee under this Agreement will be disbursed for eligible costs as outlined in OPC General Conditions and Budget Guidelines for Grantees, on a reimbursement basis, as follows, but shall not exceed in any event the amount set forth on the signature page of this Agreement:
 - a. Up to Ten percent (10%) of the reimbursement amount will be held back and issued as a final payment upon completion of the Project and receipt by the State of a detailed summary of Project costs from the Grantee found to be satisfactory by the State and a copy of the final products generated with Grant Funds.
 - b. If all or any part of the project to be funded under this agreement will be performed by third parties under contract with the Grantee, then the Grantee should, prior to executing an agreement for services, seek the approval of the Executive Director or designee on the selection of the third party. The Grantee shall then comply with the above paragraph regarding submission and approval of a work program prior to project commencement.
2. Payment Documentation:
 - a. All payment requests must be submitted using a completed Request for Disbursement Form. The Grantee shall include in the form its name and address, the number of this agreement, the date of the submission, the amount of the invoice, the period during which the work was actually done, and an itemized description, including time, materials, and expenses incurred, of all work done for which disbursement is requested. The expenses shall be organized by task number from the work plan. The form shall also indicate, per task number from the Work Plan, cumulative expenditures to date, expenditures during the reporting period, and the unexpended balance of funds under the grant agreement. Each payment request must also include proof of payment such as receipts, paid invoices, canceled checks or other forms of documentation demonstrating payment has been made. An authorized representative of the Grantee shall sign the form.
 - b. In connection with submission of each form, the Grantee shall also submit, unless the Executive Director makes a specific exemption, the following:
 - (1) An itemized ledger, in a form approved by an authorized representative, detailing all direct expenditures incurred by the Grantee and any subgrantee.
 - (2) Receipts, travel expense vouchers and claim forms for travel expenses incurred by the Grantee and any subgrantee. The State will reimburse the Grantee for expenses necessary to the

project when documented by appropriate receipts. The State will reimburse travel and related expenses at actual costs not to exceed the rates provided in Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 of the California Code of Regulations, except that reimbursement may be in excess of these rates upon documentation that these rates are not reasonably available to the Grantee. Reimbursement for the cost of operating a private vehicle shall not, under any circumstance, exceed the current rate specified by the State of California for unrepresented state employees as of the date the cost is incurred. The State will reimburse the Grantee for other necessary expenses if those expenses are reasonable in nature and amount taking into account the nature of the project, its location, and other relevant factors.

- (3) Receipts or any other source documents for direct expenditures for any purchase of equipment or materials by the Grantee and any subgrantee.
 - (4) A supporting progress report from the Grantee summarizing the work that was completed during the invoice period and the current status of the work for which disbursement is sought, including work by any subgrantee, and comparing it to the status required by the Work Program (e.g. budget, timeline, tasks).
- c. Notwithstanding the foregoing, the Executive Director may request and the Grantee shall provide receipts or other source documents for any other direct expenditure or cost as described in the ledger, as and when necessary to resolve any substantial issue concerning reimbursement.
 - d. The Grantee's failure to fully execute and submit a Request for Disbursement form, including attachment of supporting documents, may relieve the State of its obligation to disburse funds to the Grantee unless and until the Grantee corrects all deficiencies.
 - e. Any payment request that is submitted without the required itemization and documentation will not be authorized. If the payment request package is incomplete, inadequate or inaccurate, the State will inform the Grantee and hold the payment request until all required information is received or corrected. Grantee shall submit a payment request no more frequently than monthly but no less frequently than quarterly (assuming activity occurred within that quarter). Any penalties imposed on the Grantee by a contractor, or other consequence, because of delays in payment will be paid by the Grantee and is not reimbursable under this Agreement.
3. Grant Funds in this award have a limited period in which they must be expended. Grantee expenditures funded by the State must occur before the Completion Date as indicated on the signature page of this Agreement.
 4. Except as otherwise provided herein, the Grantee shall expend Grant Funds in the manner described in the Work Program, including the Project Budget, approved by the State. The Grantee is permitted to adjust any of the ranges in the Project Budget, other than administrative and indirect costs, upwards or downwards for a total of 10% of the amount of the Grant, so long as the sum of the whole Project Budget does not exceed the approved amount of funding for the Work Program. Grantee will provide notice of any such adjustment to the State explaining how it plans to account for and manage the adjustment.

However, if Grantee seeks to adjust the allocations within the Budget ranges upwards or downwards more than 10%, create or amend the ranges, or to delete ranges entirely, a request must be submitted in writing to the Project Manager. The Project Manager, along with the Project Manager's supervisor, will consider whether to approve the Grantee's request for new allocations and ranges. Upon approval of such a request by OPC staff, the new budget ranges and allocations will become self-executing and will automatically be part of the Agreement and binding on Grantee, and incorporated into the Project Budget in Exhibit A. In any event, the total amount of the Grant Funds may not be increased, except by written amendment to this agreement.

D. Project Administration

1. Grantee shall promptly provide Project reports with payment requests and upon request by the State. In any event Grantee shall provide the State a report showing total final Project expenditures with the final Request for Disbursement and required closing documents.
2. Grantee shall submit all documentation for Project completion, as applicable, and final reimbursement by the Termination Date.
3. Final payment is contingent upon State verification that Project is consistent with Project Work Program as described in Exhibit A, together with any State approved amendments.
4. This Agreement may be amended by mutual agreement in writing between Grantee and State. Any request by the Grantee for amendments must state the amendment request and reason for the request. The Grantee shall make requests in a timely manner and in no event less than sixty (60) days before the effective date of the proposed amendment.
5. Grantee must report to the State in the Project Budget all sources of other funds for the Project.

E. Project Termination

1. Prior to the completion of the Project, either party may terminate this Agreement by providing the other party with thirty (30) days' written notice of such termination. The State may also immediately terminate this Grant for any reason at any time if it learns of or otherwise discovers that there is a violation of any state or federal law or policy by the Grantee which effects performance of this or any other grant agreement or contract entered into with the State.
2. If the State terminates without cause the Agreement prior to the end of the Completion Date, the Grantee shall take all reasonable measures to prevent further costs to the State under this Agreement. The State shall be responsible for any reasonable and non-cancelable obligations incurred by the Grantee in the performance of the Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.
3. If the Grantee fails to complete the Project in accordance with this Agreement, or fails to fulfill any other obligations of this Agreement prior to the Termination Date, the Grantee shall be liable for immediate repayment to the State of all amounts disbursed by the State under this Agreement, plus accrued interest and any further costs related to the Project. The State may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed provided that the State determines it is in the State's best interest to do so. This paragraph shall not be deemed to limit any other remedies available to the State for breach of this Agreement.
4. Failure by the Grantee to comply with the terms of this Agreement or any other Agreement may be cause for suspension of all obligations of the State hereunder.
5. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for suspending all obligations of the State hereunder if, in the judgment of the State, such failure was due to no fault of the Grantee. At the discretion of the State, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
6. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this Agreement, exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of Grant Funds under the provisions of this Agreement, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the Grant Funds disbursed under this Agreement by the State would be inadequate compensation to the State for any breach by the Grantee of this Agreement. The Grantee further agrees therefore, that the appropriate

remedy in the event of a breach by the Grantee of this Agreement shall be the specific performance of this Agreement, unless otherwise agreed to by the State.

F. Hold Harmless

1. Grantee shall waive all claims and recourses against the State, including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Agreement.
2. Grantee shall reimburse the State for legal costs, including judgments, incurred in defending any claims brought by third-parties arising out of Grantee’s work on the Project, including CEQA challenges.
3. Grantee and State agree that in the event of judgment entered against the State and Grantee because of the gross negligence of the State and Grantee an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction.

G. Audit Requirements and Financial Records

1. OPC projects are subject to audit by the State annually and for three (3) years following the payment of Grant Funds. Grantee shall maintain satisfactory financial accounts, documents and records consistent with the policies outlined in Appendix E of the OPC Proposition 68 Grant Guidelines and to make them available to the State for auditing at reasonable times. Grantee shall also retain such financial accounts, documents and records for three (3) years after final payment and one (1) year following an audit on site. OPC shall maintain all grant records for 35 years at the State Records Center and in perpetuity if funds are granted for acquisition of real property, in accordance with all applicable protocols as updated and required by the State Treasurer’s Office.
2. Grantee agrees that during regular office hours, the State and its duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the Grantee pertaining to this Agreement or matters related thereto. Grantee shall maintain and make available for inspection by the State accurate records of all of its costs, disbursements and receipts with respect to its activities under this Agreement.
3. Grantee shall use applicable generally accepted accounting principles, unless otherwise agreed to by the State.
4. If Grantee stated in the Application for funding and/or Work Plan that other sources of funding will be used to complete the Project, the Grantee shall establish internal systems to track expenditures of matching or in-kind funds on a regular basis and will make the documentation available to the State upon request.

H. Subcontractors

1. The State’s contractual relationship is with Grantee, and not any of its subcontractors. Grantee is entitled to make use of its own staff and subcontractors, as identified in Exhibit A and will comply with its own competitive bidding and sole sourcing requirements for subcontracts that arise out of or in connection with this Grant Agreement. Grantee shall manage, monitor, and accept responsibility for the performance of its own staff and subcontractors, and will conduct Project activities and services consistent with professional standards for the industry and type of work being performed under this Grant Agreement.
2. Nothing contained in this Grant Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve Grantee of its responsibilities and obligations hereunder. Grantee agrees to be as fully responsible to the State for the acts and

omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Grantee. Grantee's obligation to pay its subcontractors is an independent obligation from the OPC's obligation to make payments to Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

I. No Third-Party Beneficiaries

1. This Grant Agreement is not intended for the benefit of any person or entity other than the parties, and no one other than the parties themselves may enforce any of the rights or obligations created by this Grant Agreement.

J. Work Products

1. The Grantee agrees that all data, plans, drawings, specifications, surveys, studies, and other written or graphic work produced in the performance of this Agreement, herein referred to as "materials" are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so.
2. Grantee agrees that the Grantee shall use the materials developed with grant funds under this agreement only for the purpose for which the grant funds were requested and no other use of the materials shall be permitted except by written permission.
3. Grantee must certify the materials developed with grant funds under this agreement shall remain available for public review. This Agreement shall not prevent the transfer of the materials from the Grantee to a Public Agency, if the successor Public Agency assumes the obligations imposed by this Agreement.
4. If the use of the materials is changed to a use that is not permitted by the Agreement, or if the materials are sold or otherwise disposed of, at the State's sole discretion, an amount equal to (1) the amount of the Grant, or (2) the proceeds from the sale or other disposition, whichever is greater, may be reimbursed to the State.

K. Nondiscrimination

1. The Grantee shall not discriminate against any person on the basis of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave in the use of any property or facility acquired or developed pursuant to this Agreement.
2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable difference in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. The completed products shall be available to members of the public generally.

L. OPC General Conditions and Budget Guidelines and Funding Request Incorporation

1. With the exception of adjustments as discussed above, the OPC General Conditions and Budget Guidelines for Grantees, and any subsequent changes or additions to the Work Plan approved by the State are hereby incorporated by reference into this Agreement as though set forth in full in this Agreement.

M. Severability

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

N. Waiver

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

O. Assignment

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

P. Disputes

1. If the Grantee believes that there is a dispute or grievance between Grantee and the State arising out of or relating to this Agreement, the Grantee shall first discuss and attempt to resolve the issue informally with the Project Manager. If the issue cannot be resolved at this level, the Grantee shall follow the following procedures:
 - a. If the issue cannot be resolved informally with the Project Manager, the Grantee shall submit, in writing, a grievance report together with any evidence to the Deputy Director of the OPC. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Grantee's position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Grantee, the Deputy Director shall make a determination on the issue(s) and shall respond in writing to the Grantee indicating the decision and reasons therefore. Should the Grantee disagree with the Deputy Director's decision, the Grantee may appeal to the Executive Director.
 - b. The Grantee must submit a letter of appeal to the Executive Director explaining why the Deputy Director's decision is unacceptable. The letter must include, as an attachment, copies of the Grantee's original grievance report, evidence originally submitted, and the response from the Deputy Director. The Grantee's letter of appeal must be submitted within ten (10) working days of the receipt of the Deputy Director's written decision. The Executive Director shall, within twenty (20) working days of receipt of Grantee's letter of appeal, review the issues raised and shall render a written decision to the Grantee. The decision of the Executive Director shall be final.

Q. Executive Director's Designee

1. The Executive Director shall designate an OPC Project Manager who shall have authority to act on behalf of the Executive Director with respect to this agreement. The Executive Director shall notify the Grantee of the designation in writing.

R. Insurance

1. Throughout the term of this agreement, for the life of any asset funded by the grant monies awarded pursuant to this agreement, or for any period of project implementation after the termination date of this agreement, the Grantee shall maintain insurance, as specified in this section, against claims for

injuries to persons or damage to property that may arise from or in connection with any activities by the Grantee or its agents, representatives, employees, volunteers, or contractors associated with the project undertaken pursuant to this Agreement.

2. Grantee that is a governmental organization may provide evidence of self-insurance to satisfy this requirement.
3. If Grantee is not a governmental organization or is a governmental organization that is unable to provide evidence of self-insurance, then it shall obtain and keep in force for the term of this Agreement the following insurance policies that cover any acts or omissions of Grantee, its subcontractors, or its employees engaged in the provision of service specified in this Agreement. Grantee must maintain coverage limits no less than:
 - a. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the activities under this agreement or the general aggregate limit shall be twice the required occurrence limit. (Including operations, products and completed operations, as applicable)
 - b. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
 - c. Watercraft Liability: If the Grantee, subgrantee or contractor uses watercraft in the performance of the agreement, then:
 - \$1,000,000 combined single limit per accident (watercraft liability). Such insurance must cover liability arising out of a watercraft accident including owned hired, and non-owned watercraft.
 - Worker's compensation policy must provide coverage for all its employees for any injuries or claims under the U.S. Longshoremens' and Harbor Workers' Compensation Act, the Jones Act or under laws, regulations, or statutes applicable to maritime employees
4. Coverage shall be at least as broad as:
 - a. Insurance Services Office ("ISO") Commercial General Liability coverage (occurrence Form CG 0001) or ISO Comprehensive General Liability form (1973) or comparable with Broad Form Comprehensive General Liability endorsement.
 - b. Automobile Liability coverage - ISO Form Number CA 0001, Code 1 (any auto).
 - c. Workers' Compensation insurance as required by the Labor Code of the State of California.
5. Acceptability of Insurers. Insurance shall be placed with insurers admitted to transact business in the State of California and having a current Best's rating of "B+:VII" or better. If such insurer is not reasonably available, Grantee may utilize an alternative insurer only requested in advance and approved by the OPC, at its sole discretion.

6. The State of California, its officers, agents, and employees are included as additional insured, but only with respect to work performed for the State under this Grant Agreement. The additional insured endorsement must accompany the certificate of insurance.
7. Grantee shall submit proof of insurance documents referencing this Grant Agreement number to the OPC electronically within thirty (30) days of signing this Grant Agreement.
8. Grantee shall notify OPC in writing within five (5) working days of any cancellation, non-renewal, or material change that affects required insurance coverage.
9. Grantee shall submit proof of new or updated policy based on insurance requirements within thirty (30) days of policy cancellation or substantial policy change. Failure to provide proof of insurance may result in termination of this Grant Agreement.