ENVIRONMENTAL ENFORCEMENT AND TRAINING GRANT ("EETG")

AGREEMENT NO. EETG-2025-02

by and between

SISKIYOU COUNTY SHERIFF'S OFFICE ("Recipient")

AND

CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY ("CalEPA")

for the purpose of

ENVIRONMENTAL ENFORCEMENT OF ILLEGAL CANNABIS CULTIVATION OPERATIONS ("Project")

The EETG Program is administered by CalEPA as authorized by Penal Code section 14300 et seq. Implementing regulations can be found at California Code of Regulations, title 27, section 10011 et seq. The EETG Program provides financial assistance for environmental enforcement, education, and training to enhance statewide enforcement of environmental laws. Funding sources are contributions from environmental enforcement settlements or donations to the Environmental Enforcement and Training Account.

Critical Due Dates:

PROJECT FUNDING AMOUNT: $81,000
[Grant Types: (1) Up to $15,000 in POST-Declined Funds for the Training of Peace Officers; (2) Up to $ 66,000 in Discretionary – Local Assistance Grant funds]

ESTIMATED PROJECT COST: $81,000

Critical Due Dates:

ELIGIBLE WORK START DATE: January 23, 2026
or upon contract execution, whichever occurs later

WORK COMPLETION DATE: March 1, 2027

FINAL REIMBURSEMENT REQUEST DATE: April 1, 2027

RECORDS RETENTION & AGREEMENT END DATE: April 1, 2032

1. CalEPA and the Recipient mutually promise, covenant, and agree to the terms, provisions, and conditions of this Agreement, including the following exhibits, which are attached hereto or are incorporated by reference:

- Exhibit A – Scope of Work and Schedule
- Exhibit B – Funding Terms
- Exhibit C – General Terms and Conditions
- Exhibit D – Special Conditions
- 2025 Grant Application and Attachments thereto

In case of conflict between the grant application and the Agreement, the Agreement takes precedence.

2. Party Contacts during the term of this Agreement are:

CalEPA	
Section:	Legal Division ("Division")
Name:	Jessica Aresca, EETG Project Manager
Address:	1001 I Street, 25th Floor
City, State, Zip:	Sacramento, CA 95814
Email:	Jessica.Aresca@calepa.ca.gov

Siskiyou County Sheriff's Office	
Recipient:	Siskiyou County Sheriff's Office
Business Address:	305 Butte Street
City, State, Zip:	Yreka, CA 96097
Phone:	(530) 841-2900
Email:	jeremiah.larue@siskiyousheriff.org james.randall@siskiyousheriff.org
Website:	www.siskiyousheriff.org
Authorized Representative:	Jeremiah LaRue (Sheriff-Coroner) James Randall (Undersheriff)
Phone:	Jeremiah LaRue: (530) 598-4200 James Randall: (530) 598-4224
Email:	jeremiah.larue@siskiyousheriff.org james.randall@siskiyousheriff.org
Project Director:	Courtney Greenley, Administrative Services Manager
Phone:	(530) 842-8326
Email:	cgreenley@co.siskiyou.ca.us

All communications and notices, including reports and payment requests, required by this Agreement from the Recipient to CalEPA shall be in writing and sent to the Project Manager at the contact information set forth above. If the Project Manager requests an original document, the Recipient shall provide it to the Project Manager via prepaid mail or personal delivery.

Each party may change its contact upon written notice to the other party. Changes to the party contacts do not require an amendment to this Agreement. While Party Contacts are contacts for day-to-day communications regarding Project work, the Recipient must provide official communications and notices to the Division's Assistant General Counsel for Enforcement at Sophia.Carrillo@calepa.ca.gov, with Project Manager Jessica Aresca copied at Jessica.Aresca@calepa.ca.gov.

3. The Recipient certifies that the person signing this Agreement on the Recipient's behalf is duly authorized to sign the Agreement and bind the Recipient to its terms.

4. The Recipient represents, warrants, and commits to the following as of the Eligible Work Start Date and continuing thereafter for the term of this Agreement, which shall be at least until the Records Retention End Date:

   (a) The Recipient agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents.

   (b) The execution and delivery of this Agreement, including all incorporated documents, has been duly authorized by the Recipient. Upon execution by both parties, this Agreement constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.

5. This Agreement, and any amendments hereto, may be executed and delivered in any number of counterparts, each of which when delivered shall be deemed to be an original, but such counterparts shall together constitute one document. The parties may sign this Agreement, and any amendments hereto, either by an electronic signature using a method approved by CalEPA or by a physical, handwritten signature. The parties mutually agree that an electronic signature using a method approved by CalEPA is the same as a physical, handwritten signature for the purposes of validity, enforceability, and admissibility.

EXHIBIT A – SCOPE OF WORK AND SCHEDULE

A.1 PROJECT PURPOSE AND DESCRIPTION.

Recipient requests funding to support enforcement of environmental laws and regulations associated with illegal cannabis cultivation operations. Enforcement activities shall include certified laboratory analysis of evidentiary samples seized from illegal cultivation operations. The evidentiary samples shall include but not be limited to: suspected illegal pesticide products, chemical unknowns, soil and water samples, residual pesticides and other contaminants on foliage, processed marijuana, and environmental media. These tests will confirm the presence and use of illegal pesticides, environmental toxins, and hazardous substances, providing critical evidence for successful prosecution of environmental violations and remediation of environmental hazards.

To complement these enforcement efforts, the project also requests grant funding to support environmental enforcement training for Siskiyou County Sheriff's Office, interagency task force members, and other Siskiyou County personnel who participate on search warrants to address environmental violations within their respective authorities.

In addition to Siskiyou County personnel collecting environmental evidentiary samples, this project also proposes to use a third-party contractor to identify and collect evidentiary samples for the egregious environmental threats that are beyond the capabilities and expertise of county personnel.

A.2 SCOPE OF WORK.

The Recipient agrees to do the following:

1. Project Management

Provide all technical and administrative services as needed for Project completion; monitor, supervise, and review all work performed; and coordinate budgeting and scheduling to ensure the Project is completed within budget, on schedule, and in accordance with approved procedures, applicable laws, and regulations.

2. Environmental Enforcement and/or training objectives

This project addresses a critical gap in the environmental enforcement efforts of Siskiyou County, where illegal cannabis cultivation has led to the widespread use of illegal/unregistered, foreign-labeled pesticides and other hazardous substances that are often improperly stored and mismanaged.

The proposed project will enhance formal enforcement by funding enforcement activities related to environmental sampling and certified laboratory testing of seized materials to identify and document the presence of hazardous substances, such as but not limited to foreign labeled pesticide products and residual pesticides on foliage, processed marijuana, and environmental media. These test results will provide admissible evidence for civil and criminal prosecution of environmental laws and regulations.

In addition, the project includes environmental training for law enforcement and other county personnel to improve recognition of environmental hazards and appropriate response protocols, public awareness materials to engage and inform the community, and essential sampling supplies and PPE to ensure safe collection and handling of environmental evidence.

3. Environmental Justice Learning Objectives

The proposed trainings will incorporate the following environmental justice learning objectives:

(A) Participants will develop an understanding of how illegal cannabis cultivation activities can result in environmental injustice to marginalized communities and how building partnerships with community members can result in meaningful solutions.

(B) The proposed trainings will provide an overview on identifying disadvantaged, low-income, and overburdened communities using CalEPA's CalEnviroScreen tool and other relevant resources; however, it will also cover how to identify environmental justice concerns using data that is not incorporated into CalEnviroScreen, such as, but not limited to, communities that are being overburdened by multiple sources of pollution from illegal cultivation activities. This knowledge will guide enforcement personnel in prioritizing areas where environmental harms from illegal cannabis cultivation are most severe, and where intervention can provide the greatest public health and safety benefit.

(C) Staff will be equipped with tools and strategies for incorporating community engagement and transparency into enforcement efforts, including how to respond to community complaints, safely share findings with the public, and foster trust through education and community outreach.

4. Environmental Enforcement Target Audience

The primary target audience for this project includes sworn peace officers, detectives, evidence technicians, environmental/scientific personnel, and emergency services personnel, and other county personnel within the County of Siskiyou whose duties include identifying environmental violations during cannabis eradication operations. Additional indirect audiences include the Siskiyou County District Attorney's Office and collaborating local and state agencies.

This project will utilize the existing interagency task force and external agency partnerships to reach its target audience.

5. Environmental Statutes to be Addressed

The proposed project supports the enforcement of multiple California environmental laws and regulations commonly associated with illegal cannabis cultivation activities, such as:

- California Health and Safety Code Section 11358(d)(3)(A – G)
- *Environmental felonies associated with illegal cannabis cultivation consisting of violations of CA Water Code, CA Fish and Game Code, Hazardous Waste Control Law, and Penal Code*.
- California Food and Agricultural Code (Divisions 6):
  Governs pest control operations as they relate to the people, businesses, and activities that apply pesticides. Violation Examples: Workers mixing or applying pesticide fumigants without a Qualified Applicator License (QAL) or Qualified Applicator Certificate (QAC) holder; using rodenticides and DDVP pest strips in structures without a structural pest control license; and employing untrained/unlicensed workers to apply hazardous pesticides.
- California Food and Agricultural Code (Divisions 7):
  Governs the use of agricultural chemicals. Violation Examples: Possession or use of unregistered pesticides (i.e., foreign labeled pesticides); possession or use of restricted material pesticides; and use in conflict with label.
- Public Resource Code as it relates to California Environmental Quality Act (CEQA):
  Projects with significant environmental impacts proceeding without CEQA documentation.
- Proposition 65 (Safe Drinking Water and Toxic Enforcement Act of 1986):
  Many hazardous substances commonly used and found at illegal cannabis operations—including pesticides in foreign labeled products—are Prop 65 listed carcinogens.

6. Completion Time Frame and Expected Results

The proposed project will begin upon the effective grant start date and expected to run for one year from the effective date of the grant agreement. The timeline includes:

- *Quarter 1 – Project Launch and Planning*: Identification and procurement of certified testing laboratory, third-party environmental contract (IERC), and environmental training courses.
- *Quarters 2 and 3 – Environmental Cannabis Investigations and Case Prep:* Execute criminal search warrants at illegal cannabis cultivation operations and conduct investigations during these eradication efforts that focus on proving the required elements for relevant environmental violations, such as possession or use of unregistered/foreign labeled pesticides. Schedule third-party contractor participation on search warrants executed in areas with known egregious environmental threats to soil and waters of the state in and around sensitive habitats and disadvantaged communities. Prepare cases for referral to the District Attorney's Office. *NOTE: Timing of case referrals will be dependent on several factors such as but not limited to lab testing turnaround time and lab results.*
- *Quarter 4:* Completion of environmental enforcement training (if not completed during previous quarterly time frame) and continued environmental investigations. Finalize any pending case referrals for submittal to the District Attorney's Office and schedule case presentations with the prosecutor, as needed. Develop project metrics and prepare final grant report.

<u>Expected results include:</u>

- 50 – 100 environmental evidentiary samples collected and submitted to a certified lab for analysis.
- At least 10 environmental case referrals submitted to the DA's Office of which 5 referrals include confirmatory lab results to prove violations related to the possession or use of unregistered pesticides.
- Completion of environmental enforcement training, including evidence collection/sampling activities, for county personnel involved in cannabis eradication operations.
- Enhanced coordination between the Sheriff's Office, District Attorney's Office, and environmental regulatory agencies who participate on cannabis-related search warrants to document violations within their respective authorities.

7. Evaluation Metrics

The success of the project will be evaluated using clear, measurable metrics tied to each major objective. These include:

- Number of environmental samples tested through certified laboratory analysis and number of confirmatory results received to support environmental violations and remediation actions.
- Number and type of restricted and foreign-labeled pesticides confirmed through lab analysis.

- Number of cases submitted/referred to the DA's Office for prosecution of environmental violations.
- Number of regulatory and law enforcement personnel trained on environmental enforcement including but not limited to: environmental violations associated with illegal cannabis cultivation, environmental sampling/evidence collection, and environmental enforcement options/prosecution.

These metrics will be documented in quarterly reports and a final summary to demonstrate project impact and accountability.

8. Organization Description and Key Personnel

8.1 Organization Description:

The Siskiyou County Sheriff's Office is a public law enforcement agency operating under the authority of the County of Siskiyou in the State of California. The agency is responsible for enforcing state and local laws, conducting criminal investigations, and protecting public safety across a large and predominantly rural jurisdiction. The Sheriff's Office also leads environmental crime investigations in partnership with other regulatory and prosecutorial agencies. As a government entity, the organization is not a private nonprofit and is exempt from nonprofit documentation requirements.

This project also proposes to use a third-party contractor to identify and collect evidentiary samples for the egregious environmental threats that are beyond the capabilities and expertise of county personnel. The proposed contractor, at this time, is the Integral Ecology Research Center (IERC), a non-profit organization dedicated to the research and conservation of wildlife and their ecosystems. The IERC has been conducting research on the environmental impacts associated with cannabis cultivation and supporting law enforcement efforts during eradication operations since 2010. The proposed contract would include environmental site assessments, environmental sampling and lab analysis, and the development of site reports summarizing assessment findings threats associated with environmental violations. More about IERC: www.iercecology.org.

8.2. Key Personnel:

Siskiyou County Sheriff – Jeremiah LaRue

Undersheriff – James Randall

A.3 PROGRESS REPORTS AND SPECIAL REPORTS.

The Recipient must submit progress reports within thirty (30) days of the end of each quarter of implementing the Project except the last quarter, using a format provided by the Project Manager, to the Project Manager. Progress reports must include the following:

(a) A description of the progress made toward accomplishing the goals in California Code of Regulations, title 27, section 10014 and the Project's objectives as set forth in this Agreement, by reference to the metrics of success identified, and, if applicable, an explanation of why the Project did not achieve one or more of the identified metrics during the applicable quarter;

(b) A certification that the Recipient received funding pursuant to California Code of Regulations, title 27, section 10016, subdivision (d)(3), and all other organizations anticipated to be involved in the Project, remain in compliance with all applicable federal, state, and local laws and have used the grant funds solely for purposes set forth in this Agreement; and

(c) Any other information requested by the Project Manager.

Reporting is required even if no project-related activities occurred during the reporting period. The Recipient must document all activities and expenditures in progress reports, including work performed by contractors.

The Recipient must submit special reports, as needed, using a format provided by the Project Manager, to the Project Manager.

CalEPA will collect, review, and disseminate Recipient's reports, as appropriate to serve as model programs and will use the reports to develop information for mandated reports to the Governor and the Legislature.

A.4 FINAL REPORTS.

The Recipient must submit the following to the Project Manager within thirty (30) days of the end of the Project:

(a) Draft Final Project Report: Prepare and submit to the Project Manager, for review and comment, a draft Final Project Report in a format provided by the Project Manager.

(b) Final Project Report: Prepare a Final Project Report that addresses, to the extent feasible, comments made by the Project Manager on the draft Final Project Report. Submit one (1) reproducible master copy and an electronic copy of the

Final Project Report. Email an electronic copy of the Final Project Report in PDF format to the Project Manager.

If the Recipient fails to submit a timely Final Project Report, CalEPA may stop processing pending or future applications for new financial assistance, withhold reimbursements under this Agreement or other agreements, and begin administrative proceedings.

A.5 SCHEDULE.

The Recipient is responsible pursuant to California Code of Regulations, title 27, section 10017, subdivision (f) for the successful completion of the Project in accordance with Penal Code section 14300 et seq., California Code of Regulations, title 27, section 10011 et seq., and this Agreement. Pursuant to California Code of Regulations, title 27, section 10017(e), the Project must be completed within the timeframes set out in the Scope of Work and Schedule.

Failure to provide items by the due dates indicated in the table below may constitute a material violation of this Agreement. The Project Manager may adjust the dates in the "Estimated Due Date" column of this table, without an amendment to this Agreement. Critical Due Dates (identified on the Cover Page and below) adjustments will require an amendment to this Agreement. The Recipient must complete and submit all work in time to be approved by the Division prior to the Work Completion Date. As applicable for specific submittals, the Recipient must plan adequate time to solicit, receive, and address comments prior to submitting the final submittal. The Recipient must submit the final Reimbursement Request prior to the Final Reimbursement Request Date set forth on the Cover Page.

Table 1 – Schedule:

Item	Description of Submittal	Period Covered	Critical Due Date	Estimated Due Date
A.2	Eligible Work Start Date		1/22/26	
A.3, B.5	Progress Report and Reimbursement Request 1	1/22/26 – 4/30/26		5/31/26
A.3, B.5	Progress Report and Reimbursement Request 2	5/1/26 – 7/31/26		8/31/26

A.3, B.5	Progress Report and Reimbursement Request 3	8/1/26 – 10/31/26		11/30/26
A.2	Work Completion Date		3/1/27	
A.4	Special Reports			As Required
A.4	Draft Final Project Report	Entire Project		3/16/27
A.4	Final Project Report	Entire Project		4/1/27
A.3, B.5	Final Reimbursement Request		4/1/27	
Ex. C, ¶33	Records Retention & Agreement End Date		4/1/32	

See Section A.3 and B.5, respectively, regarding progress reports and reimbursement requests.

See section A.4 regarding final reports, which should be submitted within thirty (30) days of the end of the project.

The Recipient must begin work timely. Recipient must reimburse contractors within thirty (30) days of receipt of Project Funds.

The Recipient must deliver any request for extension of the Work Completion Date no less than ninety (90) days prior to the Work Completion Date.

The Division may require corrective work to be performed prior to Project Completion. Any work occurring after the Work Completion Date will not be reimbursed under this Agreement.

EXHIBIT B – FUNDING TERMS

B.1 ESTIMATED PROJECT COST AND PROJECT FUNDS.

The estimated project cost of the total Project is set forth on the Cover Page of this Agreement. Subject to the terms of this Agreement, CalEPA agrees to provide Project Funds not to exceed the amount of the Project Funding Amount set forth on the Cover Page of this Agreement.

B.2 VERIFIABLE DATA.

Upon request by the Division, the Recipient must submit verifiable data to support deliverables specified in the Scope of Work. The Recipient's failure to comply with this requirement may be construed as a material breach of this Agreement.

B.3 ESTIMATED BUDGET COSTS.

BUDGET PROJECTION TABLE

Item	Estimated Cost
Laboratory Testing Services	$30,000.00
Evidence Collection, Storage, Packaging, and Transport, and Chain-of-Custody Management	$3,000.00
Third-Party Environmental Contractor	$30,000.00
Environmental Enforcement Training for Peace Officers	$15,000.00
Non-Peace Officers Training Contingency	$3,000.00
TOTAL	**$81,000**

BUDGET DETAIL

Recipient affirms that it will not seek or claim reimbursement under this Agreement for any costs or expenses for items eligible for reimbursement under state law, such as Health and Safety Code section 11470.2, other grant programs such as the Department of Fish and Wildlife's grant program, or reimbursable through other funding sources. Recipient acknowledges that any such costs, if submitted, may be deemed unallowable and subject to repayment.

LABORATORY TESTING SERVICES: Recipient shall limit funded laboratory testing to samples that are outside the County's existing capacity. Recipient will send a summary explanation in each progress report attesting that the specific samples were outside available capacity/ability.

ENVIRONMENTAL ENFORCEMENT TRAINING FOR PEACE OFFICERS: Recipient is authorized to use up to $15,000 in POST-Declined funds solely for the training of peace officers and no other purpose. If Recipient elects to send other County personnel, costs attributable to those personnel are ineligible for POST-declined funding. Funds from the "Training Contingency" line item can cover costs for non-peace officer County personnel. To avoid reimbursement issues, Recipient shall provide documentation before training begins to identify the number of peace officers and the number of other personnel attending such trainings, and the adjusted costs for each group. Recipient cannot use POST-Declined funds for any purpose other than training peace officers. Recipient also cannot reallocate any unused POST-Declined funds for other line items.

The Recipient is prohibited from requesting disbursement amounts that represent the Recipient's mark-ups to costs invoiced or otherwise requested by consultants or contractors.

B.4 LINE-ITEM ADJUSTMENTS.

(a) Subject to the prior review and approval of the Project Manager, adjustments between existing line items may be used to defray allowable direct costs up to fifteen percent (15%) of the total Project Funding Amount, including any amendment(s) thereto. Line-Item adjustments approved by the Project Manager must be de minimis, less than fifteen percent (15%) of the total Project Funding Amount and may not include any changes to the Scope of Work. Line-item adjustments in excess of fifteen percent (15%) or line-item adjustments that result in a change to the Scope of Work will require an Agreement amendment. If the detailed budget includes an amount for the Recipient's Administration costs, that amount is based on the hours, classifications, and rates submitted by the Recipient in its application. Any changes to the hours, classifications, and rates must be approved, in advance and in writing, by the Project Manager. As described in the section above, POST-Declined funds are ineligible for line-item adjustments.

(b) The Recipient may submit a request for an adjustment in writing to the Project Manager. Such adjustment may not increase or decrease the total Project Funding Amount. The Recipient shall submit a copy of the original Agreement budget reflecting the requested changes and shall note proposed changes by striking out the original amount(s) followed with proposed change(s) in bold and underlined. Budget adjustments deleting a budget line item or adding a new budget line item shall require a formal amendment. As described in the section above, POST-Declined funds are ineligible for line-item adjustments.

(c) The sum of adjusted line items shall not exceed the total Project Funding Amount.

B.5 REIMBURSEMENT PROCEDURE.

Except as may be otherwise provided in this Agreement, reimbursement of Project Funds will be made as follows:

(a) Upon execution and delivery of this Agreement by both parties, the Recipient may request reimbursement of any eligible Project Costs specified in this Exhibit by submitting to the Project Manger the Reimbursement Request forms provided by the Division.

(b) Reimbursement Requests must contain the following information:

(1) The date of the request;

(2) The time period covered by the request, i.e., the term “from” and “to”;

(3) The total amount requested;

(4) Original signature and date (in ink) or electronic signature, consistent with CalEPA’s approved procedures, of the Recipient’s Project Director or his/her designee; and

a) The final Reimbursement Request must be clearly marked “FINAL REIMBURSEMENT REQUEST” and must be submitted NO LATER THAN the Final Reimbursement Request Date.

(c) The Recipient may sign Reimbursement Requests either by an electronic signature consistent with CalEPA’s approved procedures or by a physical, handwritten signature. The parties mutually agree that an electronic signature consistent with CalEPA’s approved procedures is the same as a physical, handwritten signature for the purposes of validity, enforceability, and admissibility.

(d) Reimbursement Requests must be itemized based on the line items specified in the budget in this Exhibit. Reimbursement Requests must be complete, signed by the Recipient’s Project Director or his/her designee, and addressed to the Project Manager as set forth in this Agreement. Reimbursement Requests submitted in any other format than the one provided by CalEPA will cause a Reimbursement Request to be disputed. In the event of such a dispute, the

Project Manager will notify the Recipient. Payment will not be made until the dispute is resolved and a corrected Reimbursement Request is submitted. The Project Manager has the responsibility for approving Reimbursement Requests. Project Costs incurred prior to the Eligible Work Start Date of this Agreement will not be reimbursed.

(e) Project Funds must be requested via Reimbursement Request forms for eligible costs incurred during the reporting period of the corresponding Progress Report, describing the activities and expenditures for which the reimbursement is being requested. Project funds must be requested within thirty (30) days of the end of each quarter except the last quarter, which must be requested prior to the Final Reimbursement Request Date set forth on the Cover Page. Each Reimbursement Request must be accompanied by a Progress Report. Failure to provide timely Reimbursement Requests may result in such requests not being honored.

(f) The Recipient agrees that it will not submit any Reimbursement Requests that include any Project Costs until such costs have been incurred and are currently due and payable by the Recipient, although the actual payment of such costs by the Recipient is not required as a condition of reimbursement. Supporting documentation (e.g., receipts) must be submitted with each Reimbursement Request as well as to support Match Contribution claimed, if any. The amount requested for administration costs must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = total amount claimed). Reimbursement of Project Funds will be made only after receipt of a complete, adequately supported, properly documented and accurately addressed Reimbursement Request.

(g) The Recipient will not seek reimbursement of any Project Costs that have been reimbursed from other funding sources.

(h) The Recipient must use Project Funds within thirty (30) days of receipt to reimburse contractors, vendors, and other Project Costs. Any interest earned on Project Funds must be reported to CalEPA and will either be required to be returned to CalEPA or deducted from future reimbursements. If the Recipient fails to disburse Project Funds to contractors or vendors within thirty (30) days from receipt of the Project Funds, the Recipient must immediately return such Project Funds to CalEPA. Interest shall accrue on such Project Funds from the date of reimbursement through the date of mailing of Project Funds to CalEPA. If the Recipient held such Project Funds in interest-bearing accounts, any interest earned on the Project Funds shall also be due to CalEPA.

(i) The Recipient must submit its final Reimbursement Request no later than the Final Reimbursement Request Date specified herein. If the Recipient fails to do so, then the undisbursed balance of this Agreement may be deobligated.

(j) The Recipient agrees that it will not request a reimbursement unless that cost is allowable, reasonable, and allocable.

(k) Notwithstanding any other provision of this Agreement, no reimbursement shall be required at any time or in any manner that is in violation of or in conflict with federal or state laws, policies, or regulations.

(l) The Recipient agrees that it shall not be entitled to interest earned on undisbursed Project Funds.

(m) The Recipient must include any other documents or requests required or allowed under this Agreement.

(n) Any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the Recipient's own governing policies and procedures that are current as of the date costs are incurred by the Recipient. Recipient shall provide supporting documentation that the travel and per diem expenses for which it seeks reimbursement comply with Recipient's policies and procedures and have received appropriate internal approvals. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the Project Manager.

B.6 RESTRICTIONS ON GRANTS

(a) Project Funds can only be used for the purposes set forth in this Agreement, including the approved Scope of Work and Budget, and shall not be used for any purpose prohibited by law, including by Penal Code section 14300 et seq.

(b) Project Funds cannot be used for lobbying, or to intervene in state or federal regulatory proceedings.

(c) Project Funds cannot be used for matching state or federal funding.

(d) Pursuant to State law, Recipients must certify and assure that they will comply with all applicable state, federal, and local laws, regulations, and requirements before receiving funds, and must actually comply.

B.7 CONTINGENT DISBURSEMENT.

Notwithstanding any other provision of this Agreement, the Recipient agrees that CalEPA may retain an amount equal to ten percent (10%) of the Project Funding Amount until Project Completion. Any retained amounts due to the Recipient will be promptly disbursed to the Recipient, without interest, upon Project Completion.

B.8 REVERTING FUNDS AND DISENCUMBRANCE.

Unused Project Funds remaining at the end of the Project may be forfeited. In the event the Recipient does not submit Reimbursement Requests for all funds encumbered under this Agreement by the deadlines identified in the Schedule at Section A.5 of Exhibit A of this Agreement, any remaining funds revert to the State. CalEPA may notify the Recipient that the project file is closed, and any remaining balance will be disencumbered and unavailable for further use under the Agreement.

EXHIBIT C – GENERAL TERMS AND CONDITIONS

1. DEFINITIONS. Unless otherwise specified in this Agreement, each capitalized term used in this Agreement has the following meaning:

a) "Agreement" means this agreement, including all exhibits and attachments hereto.
b) "CalEPA" means the Office of the Secretary of the California Environmental Protection Agency.
c) "Cover Page" means the front page of this Agreement.
d) "Critical Due Dates" means the dates identified on the first page of this Agreement.
e) "Days" means calendar days unless otherwise expressly indicated.
f) "Event of Default" means the occurrence of any of the following events:
    - a) A representation or warranty made by or on behalf of the Recipient in this Agreement or in any document furnished by or on behalf of the Recipient to CalEPA pursuant to this Agreement shall prove to have been inaccurate, misleading or incomplete in any material respect;
    - b) Failure by the Recipient to observe and perform any covenant, condition, or provision in this Agreement, which failure shall continue for a period of time, to be determined by CalEPA;
    - c) Initiation of proceedings seeking arrangement, reorganization, or any other relief under any applicable bankruptcy, insolvency, or other similar law; the appointment of or taking possession of the Recipient's property by a receiver, liquidator, assignee, trustee, custodian, conservator, or similar official; the Recipient's entering into a general assignment for the benefit of creditors; the initiation of resolutions or proceedings to terminate the Recipient's existence, or any action in furtherance of any of the foregoing;
    - d) A determination pursuant to Gov. Code section 11137 that the Recipient has violated any provision in Article 9.5 of Chapter 1 of Part 1 of Division 3 of Title 2 of the Government Code; or
    - e) Loss of the Recipient's rights, licenses, permits, or privileges necessary for the Project, or the occurrence of any material restraint on the Recipient's enterprise by a government agency or court order.
g) "Final Reimbursement Request Date" means the date set forth as such on the Cover Page of this Agreement, after which date, no further reimbursements or disbursements may be requested.
h) "Fiscal Year" means the period of twelve (12) months terminating on June 30 of any year.
i) "GAAP" means generally accepted accounting principles, the uniform accounting and reporting procedures set forth in publications of the American Institute of

Certified Public Accountants or its successor, or by any other generally accepted authority on such procedures, and includes, as applicable, the standards set forth by the Governmental Accounting Standards Board or its successor.

j) "Material Obligation" means an obligation of the Recipient that is material to this transaction.
k) "Party Contact" means, for the Recipient, the Authorized Representative of the Recipient or any designee of the Authorized Representative, and, for CalEPA, CalEPA staff set forth in Exhibit D of this Agreement.
l) "Project" means the Project funded by this Agreement as described in Exhibits A and B and in any documents incorporated by reference herein.
m) "Project Completion" means, as determined by CalEPA, that the Project is complete to the reasonable satisfaction of CalEPA.
n) "Project Costs" means the incurred costs of the Recipient which are eligible for funding under this Agreement, pursuant to applicable statutes, policy, regulations, or guidelines.
o) "Project Funding Amount" means the maximum amount payable under this Agreement, as set forth on the Cover Page.
p) "Project Funds" means all moneys disbursed to the Recipient by CalEPA for eligible Project Costs pursuant to this Agreement.
q) "Project Manager" means the person designated by CalEPA to manage performance of this Agreement. The Project Manager is set forth on the Cover Page.
r) "Records Retention End Date" means the last date that the Recipient is obligated to maintain records related to this Agreement and is set forth on the Cover Page of this Agreement.
s) "Reimbursement Period" means the period during which Project Funds may be disbursed.
t) "Reimbursement Request" means the Recipient's request for Project Funds from CalEPA as set forth in Exhibit D.
u) "Secretary" means the Secretary for Environmental Protection.
v) "State" means State of California.
w) "Work Completion" means the Recipient's submittal of all work set forth under Exhibit A and B for review and approval by CalEPA.
x) "Work Completion Date" means the date set forth on the Cover Page of this Agreement and is the last date on which Project Costs may be incurred under this Agreement.
y) "Year" means calendar year unless otherwise expressly indicated.

2. APPROVAL. This Agreement is of nor force or effect until signed by both parties. Recipient may not commence performance until such approval has been obtained.

3. ACCESS, INSPECTION, AND PUBLIC RECORDS. The Recipient must ensure that CalEPA, the State Auditor, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times through the Records Retention End Date or useful life of the Project, whichever is longer. The Recipient acknowledges that, except for a subset of information regarding archaeological records and personally identifiable information, the Project records and locations may be public records, including but not limited to all of the submissions accompanying the application, all of the documents incorporated into this Agreement by reference, and all reports, Reimbursement Requests, and supporting documentation submitted hereunder.

4. ACCOUNTING AND AUDITING STANDARDS; FINANCIAL MANAGEMENT SYSTEMS. The Recipient must maintain GAAP-compliant project accounts, including GAAP requirements relating to the reporting of infrastructure assets. Without limitation of the requirement to maintain Project accounts in accordance with GAAP, the Recipient must:

a) Establish an official file for the Project which adequately documents all significant actions relative to the Project;

(b) Establish separate accounts which will adequately and accurately depict all amounts received and expended on the Project, including all Project Funds received under this Agreement;

(c) Establish separate accounts which will adequately depict all income received which is attributable to the Project, specifically including any income attributable to Project Funds disbursed under this Agreement;

(d) Establish an accounting system which will accurately depict final total costs of the Project if authorized under this Agreement;

(e) Establish such accounts and maintain such records as may be necessary for the State to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations; and

(f) If the Recipient uses its own employees, equipment, or resources for any phase of the Project, accounts will be established which reasonably document all employee hours charged to the Project and the associated tasks performed by each employee.

5. AMENDMENT. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by both the Recipient and the Secretary or designee and approved as required.

6. ASSIGNABILITY. This Agreement is not assignable by the Recipient, either in whole or in part, without the consent of CalEPA. Amendment of the Agreement may be required in the sole discretion of CalEPA.

7. AUDIT. CalEPA may call for an audit of financial information relative to the Project if CalEPA determines that an audit is desirable to assure program integrity or if an audit

becomes necessary because of State or federal requirements. If an audit is called for, the audit must be performed by a certified public accountant independent of the Recipient and at the cost of the Recipient. The audit must be in the form required by CalEPA. The Recipient must return, or ensure the return of, any audit disallowances within thirty (30) days.

8. COMPETITIVE BIDDING. Recipient must adhere to any applicable State law or local ordinance for competitive bidding and applicable labor laws.

9. COMPLIANCE WITH APPLICABLE LAWS, RULES, AND REQUIREMENTS. The Recipient must, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and State laws, rules, guidelines, regulations, and requirements and with provisions of the adopted environmental mitigation plan, if any, for the useful life of the Project.

10. COMPUTER SOFTWARE. The Recipient certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

11. CONFLICT OF INTEREST. The Recipient certifies that it, its owners, officers, directors, agents, representatives, and employees are in compliance with applicable State and federal conflict of interest laws and will remain in compliance for the useful life of the Project. Any service provider or contractor with which the Recipient contracts must not have any role or relationship with the Recipient, that, in effect, substantially limits the Recipient's ability to exercise its rights, including cancellation rights, under the contract, based on all the facts and circumstances. Public entities are required to have adopted conflict of interest codes and may be required to provide documentation of those codes to CalEPA.

12. DATA MANAGEMENT. The Recipient will undertake appropriate data management activities so that Project data can be incorporated into statewide data systems.

13. DEBARRED, DISQUALIFIED, OR EXCLUDED CONTRACTORS. The Recipient must not contract or allow subcontracting with excluded parties. The Recipient must not contract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the CalEPA program for which this funding is authorized. For any work related to this Agreement, the Recipient must not contract with any individual or organization on a CalEPA board, department, or office (BDO) List of Disqualified Businesses and Persons that is identified as debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the CalEPA program for which funding under this Agreement is authorized.

14. DRUG-FREE WORKPLACE. The Recipient certifies that it will provide a drugfree workplace in compliance with the Drug-Free Workplace Act (Gov. Code. §§ 8350-8357). The Recipient shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the Recipient's workplace and specifying the actions to be taken against employees for violations of the prohibition. The Recipient shall establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace, the Recipient's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and penalties that may be imposed upon employees for drug abuse violations. The Recipient shall provide that every employee who works on the Project receives a copy of the Recipient's drug-free workplace policy statement and agrees to abide by the terms of the statement as a condition of employment on the Project.

15. FINAL REIMBURSEMENT REQUEST. The Recipient agrees to ensure that its final Reimbursement Request is received by CalEPA no later than the Final Reimbursement Request Date, unless prior approval has been granted by CalEPA. If the final Reimbursement Request is not received timely, the undisbursed balance of this Agreement may be deobligated.

16. FRAUD AND MISUSE OF PUBLIC FUNDS. All requests for disbursement must be accurate and signed by the Recipient or its Authorized Representative under penalty of perjury. All costs submitted pursuant to this Agreement must only be for the work or tasks set forth in this Agreement. The Recipient must not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs). Any costs for which the Recipient is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other cost is improper and will not be compensated. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements and, notwithstanding any other section in this Agreement, the termination of this Agreement requiring the immediate repayment of all funds disbursed hereunder. Additionally, the Secretary of CalEPA may request an audit and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability.

17. FUNDING CONTINGENCY. CalEPA's disbursement of funds hereunder is contingent on the Recipient's compliance with the terms and conditions of this Agreement. CalEPA's obligation to disburse funds is contingent upon the availability of sufficient funds to permit the disbursements provided for herein. If sufficient funds are not available for any reason, including but not limited to failure of the federal or State government to appropriate funds necessary for disbursement of funds, CalEPA shall not be obligated to make any disbursements to the Recipient under this Agreement. If this Agreement's funding for any fiscal year expires due to reversion or is reduced,

substantially delayed, or deleted by the Budget Act, by Executive Order, or by order or action of the Department of Finance, the CalEPA has the option to either cancel this Agreement with no liability accruing to CalEPA, or offer an amendment to the Recipient to reflect the reduced amount. This provision shall be construed as a condition precedent to the obligation of CalEPA to make any disbursements under this Agreement. Nothing in this Agreement shall be construed to provide the Recipient with a right of priority for disbursement over any other entity. If any disbursements due the Recipient under this Agreement are deferred because sufficient funds are unavailable, it is the intention of CalEPA that such disbursement will be made to the Recipient when sufficient funds do become available, but this intention is not binding.

18. GOVERNING LAW. This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

19. RECIPIENT'S SHARE. The Recipient agrees that it will provide for the payment of its full share, if any share is required, of Project Costs and that all costs connected with the Project will be timely paid by the Recipient.

20. INDEMNIFICATION AND STATE REVIEWS. The parties agree that review or approval of Project activities by CalEPA is for administrative purposes only, including conformity with application and eligibility criteria, and does not relieve the Recipient of its responsibility to properly conduct Project activities. To the extent permitted by law, the Recipient agrees to indemnify, defend, and hold harmless CalEPA ("Indemnified Persons"), against any loss or liability arising out of any claim or action brought against any Indemnified Persons from and against any and all losses, claims, damages, liabilities, or expenses, of every conceivable kind, character, and nature whatsoever arising out of, resulting from, or in any way connected with:

a. the Project, Project activities, or any part thereof;
b. the carrying out of any of the transactions contemplated by this Agreement or any related document;
c. any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the Toxic Substances Control Act, the Occupational Safety and Health Act, the Safe Drinking Water Act, the California Hazardous Waste Control Law, and California Water Code Section 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the Project; or
d. any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by the Recipient

for use in any disclosure document utilized in connection with any of the transactions contemplated by this Agreement, except those arising from the gross negligence or willful misconduct of the Indemnified Persons.

The Recipient must also provide for the defense and indemnification of the Indemnified Parties in any contractual provision extending indemnity to the Recipient in any contract let for the performance of any work under this Agreement, and must cause the Indemnified Parties to be included within the scope of any provision for the indemnification and defense of the Recipient in any contract or subcontract. To the fullest extent permitted by law, the Recipient agrees to pay and discharge any judgment or award entered or made against Indemnified Persons with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this section survive the term of this Agreement.

21. INDEPENDENT CONTRACTOR. The Recipient, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of CalEPA.

22. INSPECTION. Throughout the useful life of the Project, CalEPA shall have the right to inspect the Project area to ascertain compliance with this Agreement.

23. INTEGRATION. This Agreement constitutes the complete and final agreement between the parties. No oral or written understanding or agreement not incorporated in this Agreement shall be binding on either party.

24. LIENS. The Recipient must not make any pledge of or place any lien on the Project or Project assets except upon consent of CalEPA.

25. NON-DISCRIMINATION. During the performance of this Agreement, the Recipient and its subcontractors shall not deny the Project's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Recipient shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. The Recipient and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. The

Recipient shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. The Recipient and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

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

26. NO THIRD-PARTY RIGHTS. This Agreement creates no rights in and grants no remedies to any third party as a beneficiary of this Agreement.

27. NO OBLIGATION OF THE STATE. Any obligation of CalEPA herein contained shall not be an obligation, debt, or liability of the State and any such obligation shall be payable solely out of the moneys encumbered pursuant to this Agreement.

28. NON-WAIVER. Nothing in this Agreement shall affect or impair the Recipient's obligation to undertake work under this Agreement or shall affect or impair the right of CalEPA to bring suit to enforce such work. No delay or omission of CalEPA in the exercise of any right arising upon an Event of Default shall impair any such right or be construed to be a waiver of any such Event of Default. CalEPA may exercise from time to time and as often as shall be deemed expedient by CalEPA, any remedy or right provided by law or pursuant to this Agreement. Any waiver of rights by CalEPA with respect to a default or other matter arising under this Agreement at any time shall not be considered a waiver of rights with respect to any other default or matter.

29. OTHER FUNDING SOURCES; INCOME RESTRICTIONS. If funding for Project Costs is made available to the Recipient from sources other than this Agreement, the Recipient must notify CalEPA. The Recipient may retain such funding up to an amount which equals the Recipient's contribution to Project costs. To the extent allowed by requirements of other funding sources, excess funding must be remitted to CalEPA. The Recipient agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Recipient as related to this Agreement must be paid by the Recipient to CalEPA, to the extent that they are properly allocable to costs for which the Recipient has been reimbursed by CalEPA under this Agreement.

30. PERMITS AND AUTHORIZATIONS. Recipient must procure all permits, licenses and other authorizations necessary to accomplish the work contemplated in this Agreement, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. Signed copies of any such permits or licenses must be submitted to CalEPA before any work begins. Any contractors, outside

associates, or consultants required by the Recipient in connection with the services covered by this Agreement shall be limited to such individuals or firms as were specifically identified and agreed to during negotiations for this Agreement, or as are specifically authorized by CalEPA's Project Manager during the performance of this Agreement. Any substitutions in, or additions to, such contractors, associates, or consultants, shall be subject to the prior written approval of CalEPA's Project Manager.

31. PREVAILING WAGES. If applicable, the Recipient agrees to be bound by all applicable provisions of State Labor Code regarding prevailing wages. If applicable, the Recipient must monitor all agreements subject to reimbursement from this Agreement to ensure that the applicable prevailing wage provisions of the State Labor Code are being met. Division of Industrial Relations (DIR) requirements may be found at: http://www.dir.ca.gov/lcp.asp. For more information, please refer to DIR's Public Works Manual at: http://www.dir.ca.gov/dlse/PWManualCombined.pdf.

32. PRIOR COSTS. No costs incurred prior to the Eligible Work Start Date are eligible for reimbursement.

33. PROFESSIONALS. The Recipient agrees that only licensed professionals will be used to perform services under this Agreement where such services are called for. All technical reports required pursuant to this Agreement that involve planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering, architectural, or geologic sciences, shall be prepared by or under the direction of persons registered to practice in California pursuant to Business and Professions Code, sections 5536.1, 6735, 7835, and 7835.1. As required by these laws, completed technical reports must bear the signature(s) and seal(s) of the registered professional(s) in a manner such that all work can be clearly attributed to the professional responsible for the work.

34. RECORDS, INSPECTION, AUDITS, AND INTERVIEWS; RECORDS RETENTION. The Recipient must maintain separate books, records and other material relative to the Project and retain such books, records, subcontracts, and other material until at least the Records Retention End Date set forth on the Cover Page of this Agreement. The Recipient must require that such books, records, and other material are subject at all reasonable times (at a minimum during normal business hours) to inspection, copying, and audit by CalEPA, the Department of Finance, the California State Auditor, the Bureau of State Audits, or any authorized representatives of the aforementioned, including federal funding agencies and their auditors, if any. The Recipient must allow and must require its contractors to allow interviews during normal business hours of any employees who might reasonably have information related to such records. The Recipient agrees to include a similar duty regarding audit, interviews, and records retention in any contract or subcontract related to the performance of this Agreement. The provisions of this section survive the term of this Agreement.

35. RELATED LITIGATION. Under no circumstances may the Recipient use funds from any reimbursement under this Agreement to pay costs associated with any litigation the Recipient pursues against any state agency, including but not limited to CalEPA. Regardless of the outcome of any such litigation, and notwithstanding any conflicting language in this Agreement, the Recipient agrees to complete the Project funded by this Agreement or to repay all of the disbursed funds plus interest.

36. REMEDIES. CalEPA may enforce its rights under this Agreement by any judicial proceeding, whether at law or in equity. None of the remedies available to CalEPA shall be exclusive of any other remedy, and each such remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. CalEPA may exercise any remedy, now or hereafter existing, without exhausting and without regard to any other remedy. Any dispute of the Recipient is limited to the rights and remedies provided to the Recipient under this Agreement and is subject to the procedures provided to the Recipient under this Agreement.

37. REPORTS - AS NEEDED. The Recipient must provide expeditiously any reports, data, and information reasonably required by CalEPA, including but not limited to material necessary or appropriate for evaluation of the funding program or to fulfill any reporting requirements of the State or federal government.

38. RESPONSIBILITY FOR WORK. The Recipient shall be responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Recipient shall be responsible for responding to any and all disputes arising out of its contracts for work on the Project, including, but not limited to, payment disputes with contractors and subcontractors. CalEPA will not mediate disputes between the Recipient and any other entity concerning responsibility for performance of work.

39. RIGHTS IN DATA. The Recipient agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Recipient may copyright the same, except that, as to any work which is copyrighted by the Recipient, the State reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so, and to receive electronic copies from the Recipient upon request. The Recipient may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Agreement, subject to appropriate acknowledgement of credit to CalEPA for financial support. The Recipient

shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so.

40. CALEPA ACTION; COSTS AND ATTORNEY FEES. In the event of litigation between the parties hereto arising from this Agreement, it is agreed that each party shall bear its own costs and attorney fees.

41. STATUS QUO. If any action to enforce any right or exercise any remedy shall be brought and either discontinued or determined adversely to CalEPA, then CalEPA shall be restored to its former position, rights, and remedies as if no such action had been brought.

42. TERMINATION, IMMEDIATE REPAYMENT, AND INTEREST. This Agreement may be terminated by written notice at any time, at the option of CalEPA, if:

a. the Recipient has received funds as a result of a material misrepresentation in the funding application or other submitted document; or

b. upon violation by the Recipient of any material provision of this Agreement after such violation has been called to the attention of the Recipient and after failure of the Recipient to bring itself into compliance with the provisions of this Agreement within a reasonable time as established by CalEPA.

In the event of such termination, the Recipient agrees, upon demand, to immediately repay to CalEPA an amount equal to the amount of Project Funds disbursed to the Recipient prior to such termination. In the event of termination, interest shall accrue on all amounts due at the highest legal rate of interest from the date that notice of termination is mailed to the Recipient to the date of full repayment by the Recipient.

43. TIMING. Time is of the essence. The Recipient must expeditiously proceed with and complete the Project. Failure to proceed according to the timelines set forth in this Agreement may require the Recipient to repay to CalEPA all disbursed Project Funds.

44. TRAVEL AND PER DIEM. No work or travel outside the State of California is permitted under this Agreement unless CalEPA provides prior written authorization. No work or travel outside the United States of America is authorized. Failure to comply with this restriction may constitute an Event of Default and result in termination of this Agreement.

45. UNDISBURSED FUNDS. The Recipient is not entitled to interest earned on undisbursed funds.

46. UNENFORCEABLE PROVISION; SEVERABILITY. In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree

that all other provisions of this Agreement have force and effect and shall not be affected thereby.

47. UNION ACTIVITIES. The Recipient hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Agreement. The Recipient certifies that none of the Project Funds will be used to assist, promote, or deter union organizing. If the Recipient incurs costs or makes expenditures to assist, promote, or deter union organizing, the Recipient will maintain records sufficient to show that no reimbursement from Project Funds has been sought for these costs and the Recipient shall provide those records to the Attorney General upon request.

48. VENUE. Any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California.

49. WAIVER AND RIGHTS OF CALEPA. Any waiver of rights by CalEPA with respect to a default or other matter arising under this Agreement at any time shall not be considered a waiver of rights with respect to any other default or matter.

50. WITHHOLDING OF DISBURSEMENTS AND REIMBURSEMENTS.
Notwithstanding any other provision of this Agreement, CalEPA may withhold all or any portion of the Project Funds upon the occurrence of any of the following events:

a. Failure of the Recipient to maintain reasonable progress on the Project as determined by CalEPA;
b. Commencement of litigation or a judicial or administrative proceeding related to the Project, or Recipient that CalEPA determines may impair the timely satisfaction of Recipient's obligations under this Agreement;
c. Any investigation by State, local, or federal investigators or auditors, or a grand jury, relating to the Recipient's financial management, accounting procedures, or internal fiscal controls;
d. A material adverse change in the condition of the Recipient, or the Project, that CalEPA reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement, or any other event that CalEPA reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement;
e. The Recipient's material violation of, or threat to materially violate, any provision of this Agreement;
f. Suspicion of fraud, forgery, embezzlement, theft, or any other misuse of public funds by the Recipient or its employees, or by its contractors or agents directly or indirectly regarding the Project;
g. An event requiring notice under this Agreement; or
h. An Event of Default or an event that CalEPA determines may become an Event of Default.

51. AMERICANS WITH DISABILITIES ACT (ADA) AND ACCESSIBILITY. Recipient must ensure that all products and services submitted to CalEPA, uploaded, or otherwise provided to CalEPA by the Recipient, sub-recipient, and/or consultants under this Grant Agreement, including but not limited to data, software, plans, drawings, specifications, reports, operating manuals, notes, and other written or graphic work prepared in the course of performance of this Grant Agreement (collectively, the “Work”), comply with Web Content Accessibility Guidelines 2.0, level AA, and any subsequent versions, and otherwise meet the accessibility requirements set forth in California Government Code Sections 7405 and 11135, Section 202 of the federal Americans with Disabilities Act (42 U.S.C. § 12132), and Section 508 of the federal Rehabilitation Act (29 U.S.C. § 794d) and the regulations promulgated thereunder (36 C.F.R. Part 1194) (collectively, the “Accessibility Requirements”). For any Work provided in PDF format, Recipient, sub-recipient, and/or consultants shall also provide an electronic version in the original electronic format (for example, Microsoft Word or Adobe InDesign).

CalEPA may request documentation from the Recipient, sub-recipient, and/or consultants of compliance with the Accessibility Requirements and may perform testing to verify compliance. Deviations from the Accessibility Requirements are permitted only by written consent by CalEPA.

52. FORCE MAJEURE. Neither CalEPA nor the Recipient and sub-recipient will be liable for or deemed to be in default for any delay or failure in performance under this Grant Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, government orders, national or state declared pandemics, lockouts, labor disputes, fire, flood, earthquakes, or other physical natural disaster. If any party intends to invoke this clause to excuse or delay performance, the party invoking the clause must provide written notice to the other party immediately but no later than within fifteen (15) calendar days of when the force majeure event occurs and reasons that the force majeure event is preventing that party from or delaying that party in performing its obligations under this Grant Agreement. CalEPA may terminate this Grant Agreement immediately in writing without penalty in the event Recipient and/or sub-recipient invokes this clause.

If the Grant Agreement is not terminated by CalEPA pursuant to this clause, upon completion of the event of force majeure, Recipient and/or sub-recipient must as soon as reasonably practicable, recommence the performance of its obligations under this Grant Agreement. Recipient and/or sub-recipient must also provide a revised schedule to minimize the effects of the delay caused by the event of force majeure. An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event.

53. EXECUTIVE ORDER N-6-22 — RUSSIA SANCTIONS. On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions

against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the State.

EXHIBIT D – SPECIAL CONDITIONS

D.1 PROGRAMMATIC CONDITIONS.

These funds can be cancelled if progress toward the completion of project is deemed inadequate.

D.2 DEFINITIONS.

Each capitalized term used in this Agreement has the following meaning:

- "Authorized Representative" means the duly appointed representative of the Recipient as set forth in the certified original of the Recipient's authorizing resolution that designates the Authorized Representative by title.
- "Legal Division" means the Legal Division within the Office of the Secretary of the California Environmental Protection Agency.
- "Eligible Work Start Date" means the date set forth on the Cover Page of this Agreement, establishing the date on or after which any costs may be incurred and eligible for reimbursement hereunder.
- "Event of Default" means, in addition to the meanings set forth in Exhibit C, the occurrence of any of the following events:
  - (a) A material adverse change in the condition of the Recipient, which the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement.
  - (b) The occurrence of a material breach or event of default under any Recipient obligation.
- "Project Director" means an employee of the Recipient designated by the Authorized Representative to be responsible for the overall management of the administrative and technical aspects of the executed Agreement.
- "Recipient" means SISKIYOU COUNTY SHERIFF'S OFFICE.

D.3 ADDITIONAL REPRESENTATIONS AND WARRANTIES.

The Recipient has not made any untrue statement of a material fact in its application for this financial assistance or omitted to state in its application a material fact that makes the statements in its application not misleading.

The Recipient agrees to fulfill all assurances, declarations, representations, and commitments in its application, accompanying documents, and communications filed in support of its request for funding under this Agreement.

The execution, delivery, and performance by the Recipient of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date of execution of this Agreement by the Recipient, or result in any breach or default under any contract, obligation, indenture, or other instrument to which the Recipient is a party or by which the Recipient is bound as of the date of execution of the Agreement by the Recipient.

There are, as of the date of execution of this Agreement by the Recipient, no pending or, to the Recipient's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which materially affect the financial condition or operations of the Recipient and/or the Project.

Any financial statements or other financial documentation of the Recipient previously delivered to CalEPA as of the date(s) set forth in such financial statements or other financial documentation: (a) are materially complete and correct; (b) present fairly the financial condition of the Recipient; and (c) have been prepared in accordance with GAAP. Since the date(s) of such financial statements or other financial documentation, there has been no material adverse change in the financial condition of the Recipient, nor have any assets or properties reflected on such financial statements or other financial documentation been sold, transferred, assigned, mortgaged, pledged or encumbered, except as previously disclosed in writing by the Recipient and approved in writing by CalEPA.

The Recipient has no conflicting or Material Obligations.

The Recipient and its principals, contractors, and subcontractors, to the best of the Recipient's knowledge and belief, are not presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in any work overseen, directed, funded, or administered by the CalEPA program for which this funding is authorized; nor have they engaged or permitted the performance of services covered by this Agreement from parties that are debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by CalEPA program for which this funding is authorized.

D.4 ACKNOWLEDGEMENTS.

The Recipient must obtain prior approval from the Project Manager of all public education/outreach and advertising materials or signage used in the Project, for the purpose of providing CalEPA courtesy notice, so that any inconsistent messaging may be avoided, as allowed by law.

The Recipient must include the following acknowledgement in any document, written report, or brochure to be shared with the general public prepared in whole or in part pursuant to this Agreement:

> "Funding for this project has been provided in full or in part through an agreement with the California Environmental Protection Agency. The

contents of this document do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."

Such an acknowledgement must incorporate the CalEPA logo.

The Project Manager may approve deviation from these requirements on a case-by-case basis without amendment to this Agreement.

Failure to comply with these requirements may result in non-payment of work materials and/or the time used to develop materials and/or signage.

D.5 RETURN OF FUNDS.

Notwithstanding any other provision of this Agreement, if the Division determines that an Event of Default has occurred, the Recipient may be required, upon demand, to immediately return to CalEPA any disbursed Project Funds received pursuant to this Agreement and pay interest at the highest legal rate on all of the foregoing.

D.6 INSURANCE.

The Recipient will procure and maintain or cause to be maintained insurance on the Project with responsible insurers, or as part of a reasonable system of self-insurance, in such amounts and against such risks (including damage to or destruction of the Project) as are usually covered in connection with activities similar to those activities undertaken for this Project. Such insurance may be maintained by a self-insurance plan so long as such plan provides for (i) the establishment by the Recipient of a separate segregated self-insurance fund in an amount determined (initially and on at least an annual basis) by an independent insurance consultant experienced in the field of risk management employing accepted actuarial techniques and (ii) the establishment and maintenance of a claims processing and risk management program.

The Recipient agrees that for any policy of insurance concerning or covering the Project activities, it will cause, and will require its contractors and subcontractors to cause, a certificate of insurance to be issued showing CalEPA, its officers, agents, employees, and servants as additional insured; and must provide the Division with a copy of all such certificates prior to the commencement of Project activities.

D.7 NOTICE.

Upon the occurrence of any of the following events, the Recipient must promptly notify the Division's Deputy Secretary for Law Enforcement and General Counsel and Party Contacts by email:

(a) Bankruptcy, insolvency, receivership or similar event of the Recipient, or actions taken in anticipation of any of the foregoing;
(b) Change of ownership of the Project (no change of ownership may occur without written consent of the Division);
(c) Loss, theft, damage, or impairment to Project;
(d) Events of Default, except as otherwise set forth in this section;
(e) Any litigation pending or threatened with respect to the Project or the Recipient's technical, managerial or financial capacity or the Recipient's continued existence;
(f) Enforcement actions by or brought on behalf of CalEPA;
(g) The discovery of a false statement of fact or representation made in this Agreement or in the application to the Division for this funding, or in any certification, report, or request for reimbursement made pursuant to this Agreement, by the Recipient, its employees, agents, or contractors;
(h) Any substantial change in scope of the Project. The Recipient must undertake no substantial change in the scope of the Project until prompt written notice of the proposed change has been provided to the Division and the Division has given written approval for the change;
(i) Any circumstance, combination of circumstances, or condition, which is expected to or does delay Work Completion for a period of ninety (90) days or more;
(j) Any Project monitoring, demonstration, or other implementation activities required in this Agreement;
(k) Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by state representatives with at least ten (10) working days' notice to the Division;
(l) Any event requiring notice to the Division pursuant to any other provision of this Agreement;
(m) Work Completion and Project Completion.

D.8 FRAUD, WASTE, AND ABUSE.

CalEPA may require an audit or financial accounting from the Recipient at any time, and each Recipient must comply with any audit or financial accounting request from the Secretary, or the Department of Finance (DOF), including, but not limited to, sharing documents and other information requested by the Secretary or DOF. The Recipient shall prevent fraud, waste, and the abuse of Project Funds, and shall cooperate in any investigation of such activities that are suspected in connection with this Agreement. The Recipient understands that discovery of any evidence of misrepresentation or fraud related to Reimbursement Requests, invoices, proof of payment of invoices, or other supporting information including, but not limited to, double or multiple billing for time, services, or any other eligible cost, may result in referral to the Attorney General's Office or the applicable District Attorney's Office for appropriate action. The Recipient further understands that any suspected occurrences of false claims, misrepresentation, fraud, forgery, theft or any other misuse of Project Funds may result in withholding of reimbursements and/or the termination of this Agreement requiring the immediate repayment of all Project Funds disbursed hereunder.

D.9 DISPUTES.

The Recipient must continue with the responsibilities under this Agreement during any dispute. The Recipient may, in writing, appeal a staff decision within thirty (30) days to the Deputy Secretary for Law Enforcement and General Counsel or designee, for a final Division decision. The Recipient may appeal a final Division decision to the CalEPA Secretary for Environmental Protection within thirty (30) days. The Legal Division will prepare a summary of the dispute and make recommendations relative to its final resolution, which will be provided to the Secretary for Environmental Protection. The Secretary for Environmental Protection will determine whether to review and resolve the dispute in the manner determined by the Secretary. Should the Secretary determine not to review the final Division decision, this decision will represent a final agency action on the dispute. This provision does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of CalEPA, or any official or representative thereof, on any question of law. This section relating to disputes does not establish an exclusive procedure for resolving claims within the meaning of Government Code sections 930 and 930.4.