

**NATIONAL FISH AND WILDLIFE FOUNDATION
PROJECT FUNDING AGREEMENT**

**Arroyo Burro Beach Park Interpretive Signs Project
NFWF Project ID #8006.22.074255**

This Project Funding Agreement (“Agreement”) is made between Santa Barbara County - Community Services Department Parks Division (“Recipient”), with an address of 123 E. Anapamu Street, 2nd Floor, Santa Barbara, CA 93101, and the National Fish and Wildlife Foundation (“NFWF”), located at 1133 15th Street, N.W., Suite 1000, Washington D.C. 20005. (Recipient and NFWF each, a “Party,” and together, the “Parties.”)

1. **Purpose.** This Agreement pertains to Recipient’s implementation of the project entitled “Arroyo Burro Beach Park Interpretive Signs Project” (the “Project”). Under this Agreement, NFWF agrees to provide funds (“Funds”) to Recipient in accordance with the terms hereof to pay costs associated with Recipient’s implementation of the Project.

The Project was selected for funding at the request of the California Department of Fish and Wildlife (“CDFW”), the California State Lands Commission (“CSLC”), the California Department of Parks and Recreation (“CDPR”), and the Regents of the University of California (“Regents”) under the South Coast Shoreline Parks and Outdoor Recreational Use Account Memorandum of Agreement executed by and among the CDFW, CSLC, CDPR, Regents, and NFWF as of November 3, 2020.

2. **Project to be Funded.** A detailed description of the Project, including but not limited to the Project purpose, schedule, Budget (as defined in Section 5 below), activities, outcomes, and deliverables (collectively, the “Project Description”), is included as Exhibit A hereto. Recipient hereby agrees to use the Funds it receives under this Agreement exclusively to pay the costs of the services, time, materials, equipment, and other items comprising the Project (collectively, the “Work”), all in accordance with the Project Description.

3. **Term.** The term (“Term”) of this Agreement shall run from September 1, 2022, through January 26, 2024, (the “Termination Date”), unless otherwise terminated or amended as provided in this Agreement. However, all activities outlined in the Project Description shall be completed by June 30, 2023, (the “Completion Date”). Preparation, review, and approval of the Final Reports (as defined in Section 8 below) shall take place between the Completion Date and the Termination Date.

4. **Maximum Amount of Funding.** Unless agreed otherwise in writing by NFWF (acting after consultation with CDFW, CLSC, CDPR, and Regents), the amount of Funds to be made available by NFWF to Recipient under this Agreement for purposes of paying the costs of the Work shall not exceed a maximum of Forty-Nine Thousand Nine Hundred Dollars and Zero Cents (\$49,900.00) (the “Maximum Amount”).

5. **Project Budget.** The budget for the Project from commencement through completion (the “Budget”) is described in the Project Description and attached hereto as Exhibit B. The Parties expect that Recipient will conduct all the Work and complete the Project within the Budget and, accordingly, for a total amount of Funds equal to or less than the Maximum

Amount. Unless agreed in an amendment to this Agreement duly executed by the Parties hereto, the Recipient is required to conduct the Work and complete the Project in accordance with the Budget and Project Description, and the project requirements set forth in and attached hereto as Exhibit C (“Refugio Beach Oil Spill Settlement – South Coast Shoreline Parks and Outdoor Recreation Grants Program Project Requirements”), and in all respects to the reasonable satisfaction of NFWF, CDFW, CSLC, CDPR, and Regents.

a. The Budget is comprised of cost type categories (“Budget Categories”) which include the following: Personnel, Travel, Equipment, Materials and Supplies, Contractual Services, Other Direct Costs, and Indirect Costs. Budget Categories are further itemized into distinct line items (“Line Items”).

b. Recipient shall conduct all the Work in conformance with the narrative descriptions thereof set forth in the Budget Categories. No Funds may be re-allocated between Budget Categories without the prior written consent of NFWF. Additionally, no new Budget Category may be added, nor an existing Budget Category deleted, without the prior written consent of NFWF.

c. The Recipient shall conduct all the Work substantially in conformance with the narrative descriptions thereof set forth in the Line Items. The Recipient may add, delete, or modify individual Line Items within a Budget Category, without obtaining the prior written consent of NFWF, if and to the extent that the applicable addition, deletion, or modification:

- i. is determined by the Recipient to be necessary and appropriate for Recipient’s implementation of the Work; and
- ii. does not materially change the character of the Work to be conducted; and
- iii. does not cause the aggregate dollar amount of changes made within the applicable Budget Category to exceed twenty percent (20%) of the total amount specified for such Budget Category in the most recent NFWF-approved Budget.

Recipient must obtain NFWF’s prior written consent for any proposed addition, deletion, or modification of any individual Line Item that does not comply with items (i) through (iii) immediately above. NFWF expressly reserves the right to disallow any addition, deletion, or modification of a Line Item by Recipient pursuant to this Section (whether such disallowance occurs in the ordinary course during the term of this Agreement, in the course of an audit conducted by NFWF during or after the term of this Agreement, or otherwise) if NFWF determines that the applicable addition, deletion, or modification does not or did not comply with items (i) through (iii) immediately above.

In addition, if at any time during the Term of this Agreement the Recipient believes, based on Work performed to date, that the Budget may change in any one Budget Category by an amount that exceeds more than ten percent (10%) of the Maximum Amount or that the cost to fully complete the Work under this Agreement will exceed the Maximum Amount, the Recipient shall notify NFWF immediately, and, if requested, provide a written justification of the basis for the expected cost overruns and propose a Budget modification necessary to complete the Work. Any Budget modification may be approved by NFWF, acting after consultation with CDFW, CLSC, CDPR, and Regents, and effectuated through an amendment to the Agreement in accordance

with Section 16.

6. **Payment for Project Costs.** Recipient may request payment of Funds hereunder for Work costs already paid or incurred by Recipient, or, with NFWF's prior written consent, Work costs to be paid or incurred imminently by Recipient (all such requests, "Payment Requests"). NFWF will pay to Recipient the amount of Funds properly requested and substantiated in a Payment Request within thirty (30) business days of NFWF's receipt of such Payment Request and all necessary supporting documentation (or, if applicable, within thirty (30) business days of NFWF's receipt of written approval of such Payment Request and all necessary supporting documentation by any necessary third-party governmental entity or funding partner). Invoices submitted by any Sub-recipient (as that term is defined in Section 12) must be accompanied by the written approval of the Recipient. All invoices must also contain a written statement by the Recipient that the expenses for which payment is sought are (a) for Work specified in the Project Description and (b) within the Budget for such expenses as specified in the Project Description. Recipient shall submit Payment Requests in accordance with the following procedures and subject to the following terms and conditions:

- a. **Frequency and Minimum Amount.** Recipient may submit Payment Requests no more frequently than once monthly and for no less than One Thousand Dollars (\$1,000) in expenses during the term of this Agreement. To receive payment, Recipient must submit to NFWF a written request containing the total dollar amount of Funds being requested. If requested by NFWF, Recipient shall provide such other supporting documentation as NFWF deems reasonably necessary to evaluate the request.
- b. **Method of Submission.** If specified by NFWF, Recipient shall submit Payment Requests through NFWF's electronic project management system; otherwise, Recipient may submit Payment Requests to NFWF via electronic mail, facsimile, or regular mail.
- c. **Duplicative Funding.** If at any time Recipient receives payment or reimbursement from any other source for the same exact Work costs for which NFWF has provided payment or reimbursement hereunder, the Recipient shall so notify NFWF immediately in writing and shall cooperate with NFWF in remedying the duplicative funding, which may include returning to NFWF the amount of Funds received by Recipient as a result of such duplicate payment or reimbursement.
- d. **Ongoing Compliance.** NFWF, acting after consultation with CDFW, CSLC, CDPR, and Regents, reserves the right to refuse to pay all or any part of the Funds requested in a Payment Request if at the time the request is submitted Recipient has failed to comply with any term or condition of this Agreement or has otherwise failed to perform the Work to date in accordance with the Project Description and Budget.
- e. **Final Payment after Completion of all Work.** The term "Final Amount" shall mean the amount of Funds requested in the final Payment Request submitted by Recipient or an amount equal to ten percent (10%) of the Maximum Amount, whichever is greater. NFWF shall have no obligation to pay the Final Amount

until such time as NFWF has (i) determined that Recipient has fully completed the Work; and (ii) received and approved all deliverables associated with the Work and this Agreement, including but not limited to the Final Reports and final Payment Request in the form and substance as required pursuant to Section 7 below. Within thirty (30) business days after NFWF’s (and, CDFW’s, CSLC’s, CDPR’s, and Regents’) determination that the requirements of the immediately preceding items (i) and (ii) have been satisfied, NFWF shall disburse to Recipient the Final Amount.

7. **Reporting.** Recipient will submit periodic reports on the Project through NFWF’s electronic project management system (unless otherwise specified by NFWF), all in accordance with the following schedule:

The Recipient shall submit to NFWF annual written programmatic reports describing in reasonable detail the Work performed during the prior NFWF fiscal year (October 1 – September 30), no later than October 31st of each year during the Term of this Agreement. Specific reporting requirements for the annual reports are set forth in Exhibit C.

In addition, the Recipient shall submit to NFWF annual financial reports detailing the receipts and expenditures of all Funds received by the Recipient for the Work performed during the prior NFWF fiscal year (October 1 – September 30), no later than October 31st of each year during the Term of this Agreement.

Report Due Dates

Reporting Task	Task Due Date
Annual Financial Report	October 31, 2022
Interim Programmatic Report	October 31, 2022
Final Financial Report	July 30, 2023
Final Programmatic Report	July 30, 2023

At NFWF’s request, Recipient will respond to any inquiries regarding the status or progress of the Project made outside of the reporting schedule.

8. **Final Reports.** When Recipient believes that it has fully and completely performed all the Work, and in any event no more than thirty (30) days after the Completion Date, Recipient shall prepare and submit to NFWF (and if specified by NFWF, by uploading to NFWF’s electronic project management system) a comprehensive draft of the final report on the Work and the corresponding results (the “Final Programmatic Report”); a draft of the final full accounting of the Funds disbursed to it hereunder (as well as any amount still due and owed to Recipient that has not yet been disbursed as a reimbursement) as compared against the Budget (the “Final Financial Report”); and a draft of the final Payment Request for the Final Amount. (The Final Programmatic Report and Final Financial Report are hereinafter referred to collectively as the “Final Reports.”) As appropriate, the draft of the Final Programmatic Report should include copies of all publications, press releases, and other documents, materials, and products developed as part of the Project, including without limitation photographs, video footage, and other electronic representations of the Project and Work. Specific reporting requirements for the Final Reports are set forth in Exhibit C. NFWF shall notify the Recipient in

writing when it, in consultation with CDFW, CSLC, CDPR, and Regents, determines that the Work has been fully and completely performed and that the drafts of the Final Reports and the draft of the final Payment Request are satisfactory in form and substance.

After receiving such notification from NFWF, the Recipient shall deliver to NFWF the Final Reports and the final Payment Request (in the same form and substance as the approved drafts).

9. **Contact Information.**

NFWF Primary: Eliza Braendel
National Fish and Wildlife Foundation
Senior Manager, Impact-Directed Environmental Accounts (IDEA)
1133 15th Street N.W., Suite 1000
Washington, DC 20005
Telephone: (415) 593-7628
Fax: (202) 857-0162
E-mail: eliza.braendel@nfwf.org

NFWF Alternate: Anne Butterfield
National Fish and Wildlife Foundation
Senior Manager, Impact-Directed Environmental Accounts (IDEA)
1133 15th Street N.W., Suite 1000
Washington, DC 20005
Telephone: (415) 243-3106
Fax: (202) 857-0162
E-mail: anne.butterfield@nfwf.org

Recipient: Jill Van Wie
County of Santa Barbara Community Services Department
Capital Program Manager
123 E. Anapamu Street, 2nd Floor
Santa Barbara, CA 93101
Telephone: (805) 568-2470
Email: jvanwie@countyofsb.org

Each Party agrees to notify the other Party promptly in writing of any change in named representative, address, telephone, or other contact information. The Parties agree and acknowledge that any change to their respective named representative as set forth above shall not constitute an amendment to this Agreement and may be effected through written notice to the other Party.

10. **Incorporation of Project Description and Budget.** The Project Description and Budget are hereby expressly incorporated into this Agreement by this reference.

11. **Assignment.** Recipient may not assign this Agreement, in whole or in part, to any other individual or other legal entity without the prior written consent of NFWF, acting after consultation with CDFW, CSLC, CDPR, and Regents.

12. **No Agency Between NFWF and Recipient or Sub-recipients.** Neither Recipient nor any contractor, subcontractor, or other recipient of Funds from Recipient (each, a “Sub-recipient”) shall be deemed to be an agent, representative, employee, or servant of NFWF (or CDFW, CSLC, CDPR, or Regents) in connection with this Agreement. NFWF, CDFW, CSLC, CDPR, and Regents shall neither have the right to control, nor have any actual, potential or other control over, the methods and means by which Recipient or any of its agents, representatives, employees, or Sub-recipients conducts its business operations. Recipient shall not, in the performance of the Work, perform any act or make any representation to any person to the effect that Recipient or any of its agents, representatives, employees, or Sub-recipients is the agent, representative, employee, or servant of NFWF, CDFW CSLC, CDPR, or Regents.

If Recipient makes or issues any award or subaward of Funds to any Sub-recipient for purposes of performing the Work, then Recipient will be deemed to have represented and warranted to NFWF at each such time, in connection with each such award or subaward, as follows:

- a. in making such award or subaward of Funds, Recipient has complied with all applicable laws, regulations, rules, orders, and other governmental mandates, including, without limitation, those pertaining to procurement, acquisition, and other contracting actions by Recipient;
- b. in making such award or subaward of Funds, Recipient has complied with its internal policies and procedures applicable to procurement, acquisition, or contracting actions;
- c. each Sub-recipient is qualified to perform the applicable Work and is authorized to do business in each jurisdiction in which such Work is to be performed;
- d. each Sub-recipient is required under its agreement with Recipient to perform the applicable Work within budgeted costs identified for such Work as provided in the Budget;
- e. each Sub-recipient has agreed to conduct its activities related to the Work in compliance with all applicable laws, regulations, rules, orders, and other governmental mandates;
- f. each Sub-recipient has agreed to obtain and maintain all appropriate insurance against liability for injury to persons or property from any and all activities undertaken by such Sub-recipient related to the Work; and
- g. no Sub-recipient has any conflict of interest with respect to NFWF, Recipient, or the Project.

Recipient shall be responsible for supervising and directing the Work performed by all Sub-recipients and shall be responsible for all Sub-recipient activities as well as for coordinating all Sub-recipients’ Work. As between Recipient and NFWF, CDFW, CSLC, CDPR, and Regents, Recipient shall bear sole responsibility for any and all liability caused or incurred by any Sub-recipient in performing Work. NFWF, CDFW, CSLC, CDPR, and Regents shall not be deemed by virtue of this Agreement to have any contractual obligation to, or relationship with, any Sub-

recipient, and the Parties agree and acknowledge that as between NFWF, CDFW, CSLC, CDPR, Regents, and Recipient, all Work shall be deemed to be the responsibility of, and shall be performed by, Recipient.

13. **NFWF Right to Inspect Work; Access.** NFWF and its representatives and consultants, CDFW, CSLC, CDPR, and Regents, shall, upon reasonable prior notice to Recipient, have access to inspect all Work hereunder; provided, however, that any inspection of the Work shall be conducted at a reasonable time and in a manner that does not delay or disrupt the Work. Notwithstanding any review or inspection by NFWF, CDFW, CSLC, CDPR, or Regents, Recipient shall not be relieved of its responsibility for performance of the Work or the submission of reports as expressly set forth in this Agreement solely by virtue of NFWF's, CDFW's, CSLC's, CDPR's, or Regents' inspection or review of the Work. Recipient shall provide NFWF and its representatives and consultants, CDFW, CSLC, CDPR, and Regents with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to Recipient's performance of the Work and completion of the Project.

14. **Conflict of Interest.** During the term of this Agreement, Recipient will maintain in effect policies governing conflicts of interest and, with respect to its performance of the Work and Project, will adhere to such policies.

15. **Unexpended Funds.** Any Funds provided by NFWF and held by Recipient and not expended or obligated for Work on or before the Agreement's termination date will be returned by Recipient to NFWF within thirty (30) days after such termination date.

16. **Amendments.** Any amendment to this Agreement must be in writing and must be consented to in writing by both Parties, with NFWF acting after approval by CDFW, CSLC, CDPR, and Regents. If required by NFWF, Recipient will submit amendment requests through NFWF's electronic project management system. Notwithstanding any provision of this Agreement to the contrary, any duly executed amendment of this Agreement to extend its term shall be deemed to automatically add or modify, as appropriate, reporting due dates pursuant to Sections 7 and 8 hereof such that the dates are commensurate with the extended term of this Agreement.

17. **Default and Termination.** In entering this Agreement and agreeing to provide Funds to Recipient for purposes of the Project, NFWF is expressly relying on the accuracy, validity, and completeness of the information provided by Recipient to NFWF, including but not limited to that contained in any application or proposal for Funds, in the Project Description, and in this Agreement. Any material misrepresentation or omission of information (as determined by NFWF in its reasonable discretion) made by Recipient to NFWF in connection with this Agreement or the Project shall constitute grounds for NFWF, in its sole discretion, to terminate this Agreement, effective immediately, by written notice delivered to Recipient. Failure by Recipient to comply (as determined by NFWF in its reasonable discretion) with any material term of this Agreement, including but not limited to any failure by Recipient to perform the Work in accordance with the Budget and schedule set forth in the Project Description, shall be deemed to be a default of this Agreement and shall constitute cause for NFWF to issue a written "Notice of Default" to Recipient. Any such Notice of Default shall describe in reasonable detail the basis for NFWF's determination of default and shall provide Recipient with a period of no

less than ninety (90) days in which to cure such default (or, if such default is incapable of being cured within ninety (90) days, to commence a cure of such default). If Recipient has not cured or, as the case may be, commenced a cure of, any default within ninety (90) days of its receipt of a Notice of Default, NFWF may thereafter terminate this Agreement by a further written notice delivered to Recipient.

Recipient may terminate this Agreement by providing no less than thirty (30) days' prior written notice to NFWF.

In the event of termination of this Agreement prior to Recipient's expenditure or obligation of any Funds available hereunder, Recipient shall immediately (unless otherwise directed by NFWF in its notice if NFWF initiated the termination) undertake all reasonable steps to terminate any further expenditure or obligation of Funds, including but not limited to the following:

- a. Stop work on any portion of the Work that is incomplete, and refrain from undertaking any further Work on the Project.
- b. Place no further orders or enter into any further contracts or subcontracts for materials, facilities, or other aspects of the Work.
- c. Terminate all pending orders, contracts, and subcontracts for Work that have not yet commenced.
- d. Promptly take all other reasonable and feasible steps to minimize and/or mitigate any damages that may be caused by the failure to complete the Work, including but not limited to reasonable settlements of any outstanding claims arising out of termination of orders, contracts, and subcontracts related to the Work.
- e. Deliver or make available to NFWF all data, drawings, specifications, reports, estimates, summaries, deliverables, and such other information and material as may have been accumulated by Recipient with respect to the Work, whether completed or in progress.
- f. Return to NFWF any unobligated or unspent portion of the Funds then held by Recipient.

18. **Additional Support.** By entering into this Agreement, NFWF assumes no obligation to provide further funding or financial support to Recipient beyond the terms stated in this Agreement.

19. **Choice of Law.** This Agreement shall be subject to and interpreted by the laws of the District of Columbia, without regard to choice of law principles. By entering into this Agreement, Recipient agrees to submit to the jurisdiction of the courts of the District of Columbia.

20. **Compliance with Laws; Insurance; Indemnification.**

- a. In conducting its activities relating to the Work and performing its obligations under this Agreement, Recipient agrees to conduct all such activities in compliance with all applicable Federal, State, and local laws, regulations, and ordinances; and to secure, and comply with, all appropriate and necessary public or private permits and consents.
- b. Recipient agrees to obtain and maintain all appropriate insurance against liability for injury to persons or property from any and all activities undertaken by Recipient and associated with this Agreement in any way; will have NFWF, CDFW, CSLC, CDPR, and Regents named as an additional insureds on all such policies; and will provide NFWF with appropriate Certificates of Insurance reflecting such additions within sixty (60) days after this Agreement is fully executed.
- c. Recipient shall indemnify and hold harmless NFWF, CDFW, CSLC, CDPR, Regents and their officers, directors, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with the Work or Recipient's performance under this Agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.
- d. The terms of the Section will survive termination of this Agreement.

21. **Publicity.** Recipient agrees to give appropriate credit to the "National Fish and Wildlife Foundation, the California Department of Fish and Wildlife, the California State Lands Commission, the California Department of Parks and Recreation, and the Regents of the University of California" for their financial support in any and all press releases, publications, annual reports, video credits, dedications, and other public communications regarding the Project that is receiving financial support under this Agreement or any of the deliverables associated with the Project, the Work, and/or this Agreement. Recipient hereby grants NFWF the right and authority to publicize NFWF's financial support for the Project and the Work in press releases, publications and other public communications. The Recipient must obtain prior NFWF approval for any use relating to the Project of the NFWF logo.

22. **Disclaimers.** Payments made to Recipient under this Agreement do not by direct reference or implication convey NFWF's endorsement, or the endorsement of CDFW, CSLC, CDPR, or Regents, of the Work or any deliverables provided pursuant to the Agreement. All information submitted by Recipient for formal publication under this Agreement shall carry the following disclaimer:

"The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions, views, or policies of the National Fish and Wildlife Foundation, the California Department of Fish and Wildlife, the California State Lands Commission,

the California Department of Parks and Recreation, or the Regents of the University of California. Nothing contained herein constitutes an endorsement in any respect by the National Fish and Wildlife Foundation, the California Department of Fish and Wildlife, the California State Lands Commission, the California Department of Parks and Recreation, or the Regents of the University of California.”

23. **Website Links.** Recipient agrees to permit NFWF, CDFW, CSLC, CDPR, and Regents to post a link on any or all of NFWF’s, CDFW’s, CSLC’s, CDPR’s, and Regents’s websites to descriptions of the Work, the Project, or this Agreement.

24. **Evaluation.** Recipient agrees to cooperate with NFWF by providing timely responses to all reasonable requests for information to assist in evaluating the accomplishments of the Project and this Agreement for a period of three (3) years after the date on which the Final Reports are provided. The terms of this Section will survive termination of this Agreement.

25. **Access to Records.** NFWF, CDFW, CSLC, CDPR, and Regents and any of their duly authorized representatives shall have access to any books, documents, papers and records of Recipient that are directly pertinent to this Agreement for purposes of making audits, examinations, excerpts, or transcription during the term of this Agreement and for a period of five (5) years after the date of delivery of the Final Reports under this Agreement. By executing this Agreement and accepting Funds hereunder, Recipient agrees, without limiting any other obligation under this Agreement, to produce, maintain, and retain such invoices, purchase orders, bills, time records, evidence of payment, and other documents as are necessary to permit NFWF to verify the proper use and expenditure of the Funds received by Recipient hereunder. The terms of this Section will survive termination of this Agreement.

26. **Use of Information.** If Recipient provides NFWF with any information Recipient considers to be privileged, confidential, or otherwise protected from public disclosure, all such information must be clearly identified as such in writing by Recipient in order to be eligible for potential protection from public disclosure by NFWF. Recipient acknowledges and agrees that NFWF may, in NFWF’s discretion, share with third parties and make public any and all information (“Information”) provided by Recipient to NFWF in connection with the Project or pursuant to this Agreement, except such Information as (a) has been clearly identified by Recipient in writing as privileged, confidential, or otherwise protected from disclosure and (b) has been agreed by NFWF in writing to be entitled to protection from disclosure. Notwithstanding anything to the contrary set forth herein, all Information submitted to NFWF by Recipient is subject to potential disclosure to the United States federal government.

27. **Severability.** Each provision of this Agreement is distinct and severable from the others. If one or more provisions is or becomes invalid, unlawful, or unenforceable in whole or in part, the validity, lawfulness and enforceability of the remaining provisions (and of the same provision to the extent enforceable) will not be impaired, and the parties agree to substitute a provision as similar to the offending provision as possible without its being invalid, unlawful or unenforceable.

28. **Binding Obligation.** This Agreement has been duly executed by a representative of

Recipient with full authority to execute this Agreement and bind Recipient to the terms hereof. After execution by the representative of Recipient named on the signature page hereto, this Agreement will represent the legal, valid, and binding obligation of Recipient, enforceable against Recipient in accordance with its terms.

IN WITNESS WHEREOF, both parties have signed this Agreement, intending to be bound legally.

Santa Barbara County - Community Services Department Parks Division

_____ Date: _____

Name: _____

Title: _____

National Fish and Wildlife Foundation

_____ Date: _____

Timothy J. DiCintio
Senior Vice President, Impact-Directed Environmental Accounts

Exhibit A
Project Description

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EasyGrantsID: 74255

National Fish and Wildlife Foundation – Refugio Beach Oil Spill Settlement: South Coast
Shoreline Parks and Outdoor Recreation Grants Program - 2021, Full Proposal

Title: Arroyo Burro Beach Park Interpretive Signs Project

Organization: Santa Barbara County - CSD Parks Division

Grant Information

Title of Project

Arroyo Burro Beach Park Interpretive Signs Project

Total Amount Requested	\$ 49,900.00
Matching Contributions Proposed	\$5,000.00
Proposed Grant Period	09/01/ 2022 - 06/30/ 2023

Project Description

The Santa Barbara County Community Services Department Parks Division (“County”) proposes to put in three to nine interpretive signs along a boardwalk at Arroyo Burro Beach Park. The ~~three~~ signs will be visible to visitors as they walk along the boardwalk from the parking lot or bus stop to the beach, and have three general themes of watershed, estuary, and ocean including associated wildlife and ecosystems.

Project Abstract

The Arroyo Burro Interpretive Signs Project proposed by County involves developing and installing three to nine interpretive signs at Arroyo Burro Beach Park. The ~~three~~ signs will educate visitors on the local wildlife and ecosystems of the watershed, estuary, and ocean. The signs will be installed along a boardwalk that connects the parking and bus stop areas to the beach, and that runs alongside and overlooks the Arroyo Burro Creek Estuary. County staff will work with a contractor to development the sign content and design, and manufacture and install the three interpretive signs.

The project will provide a valuable and much needed educational resource to the park. The signs will enhance the recently install boardwalk at the at Arroyo Burro Beach Park, and enhance visitor experience. Educating visitors will foster stewardship of the park and lead to less littering of trash in the estuary and have other benefits throughout the community.

The project is anticipated to take 10 months to complete from the approved start date.

Organization and Primary Contact Information

Organization	Santa Barbara County - CSD Parks Division
Organization Type	State or Local Government
City, State, Country	,,

Region (if international)

Primary Contact	Jill Van Wie
Position/Title	Capital Division Manager
Phone and E-mail	x ; jvanwie@co.santa-barbara.ca.us

Additional Contacts



NFWF

EasyGrantsID: 74255

National Fish and Wildlife Foundation – Refugio Beach Oil Spill Settlement: South Coast

Shoreline Parks and Outdoor Recreation Grants Program - 2021, Full Proposal

Title: Arroyo Burro Beach Park Interpretive Signs Project

Organization: Santa Barbara County - CSD Parks Division

Role	Name



NFWF

EasyGrantsID: 74255

National Fish and Wildlife Foundation – Refugio Beach Oil Spill Settlement: South Coast
Shoreline Parks and Outdoor Recreation Grants Program - 2021, Full Proposal

Title: Arroyo Burro Beach Park Interpretive Signs Project

Organization: Santa Barbara County - CSD Parks Division

Project Location Information

Project Location Description	Arroyo Burro Beach County Park is located at 2981 Cliff Drive in Santa Barbara, California (93109), and lies south of Coal Oil Point Nature Reserve and north of Ventura County.
Project Country(ies)	North America - United States
Project State(s)	California
Project Congressional District(s)	District 24 (CA)

Permits and Approvals

Permits/Approvals Description:

Permits/Approvals Status:

Permits/Approvals Agency-Contact Person:

Permits/Approvals Submittal-Approval Date:



EasyGrantsID: 74255
 National Fish and Wildlife Foundation –
 Refugio Beach Oil Spill Settlement: South
 Coast Shoreline Parks and Outdoor

Recreation Grants Program - 2021, Full Proposal
 Title: Arroyo Burro Beach Park Interpretive Signs Project
 Organization: Santa Barbara County - CSD Parks Division

I. PERSONNEL \$0.00

Staff Name	Position	Annual Salary	Project Hours	Hourly Rate	LOE (%)	Project Salary	% Fringe	\$ Fringe	Total Personnel

Totals \$0.00 \$0.00 \$0.00

II. TRAVEL \$0.00

Domestic Airfare – Per Flight

Purpose/Destination	Unit Cost	Quantity	Total Cost

SubTotal \$0.00

International Airfare – Per Flight

Purpose/Destination	Unit Cost	Quantity	Total Cost

SubTotal \$0.00

Train – Per Ticket

Purpose/Destination	Unit Cost	Quantity	Total Cost

SubTotal \$0.00



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 National Fish and Wildlife Foundation –
 Refugio Beach Oil Spill Settlement: South
 Coast Shoreline Parks and Outdoor

Recreation Grants Program - 2021, Full Proposal
 Title: Arroyo Burro Beach Park Interpretive Signs Project
 Organization: Santa Barbara County - CSD Parks Division

Rental Car – Per Day

Purpose/Destination	Days/Duration	Unit Cost	Quantity	Total Cost

SubTotal \$0.00

Taxis – Per Trip

Purpose/Destination	Unit Cost	Quantity	Total Cost

SubTotal \$0.00

Mileage – Per Mile

Purpose/Destination	Unit Cost	Quantity	Total Cost

SubTotal \$0.00

Gasoline – Per Gallon

Purpose/Destination	Unit Cost	Quantity	Total Cost

SubTotal \$0.00

Per Diem (M&IE) – Per Day

Purpose/Destination	Days/Duration	Unit Cost	Quantity	Total Cost

SubTotal \$0.00



EasyGrantsID: 74255
 National Fish and Wildlife Foundation –
 Refugio Beach Oil Spill Settlement: South
 Coast Shoreline Parks and Outdoor

Recreation Grants Program - 2021, Full Proposal
 Title: Arroyo Burro Beach Park Interpretive Signs Project
 Organization: Santa Barbara County - CSD Parks Division

Lodging – Per Night

Purpose/Destination	Days/Duration	Unit Cost	Quantity	Total Cost

SubTotal **\$0.00**

Meals (no M&IE) – Per Meal

Purpose/Destination	Days/Duration	Unit Cost	Quantity	Total Cost

SubTotal **\$0.00**

III. EQUIPMENT \$0.00

Item Name	Description	Unit Cost	Quantity	Total Cost

IV. MATERIALS & SUPPLIES \$0.00

Type	Purpose	Unit of Measure	Unit Cost	Quantity	Total Cost

V. CONTRACTUAL SERVICES \$49,900.00

Subcontract/Contract – Per Agreement

Contractor Name	Description	Total Cost
Blue Tomorrow	Design and Construction Management	\$49,900.00

SubTotal **\$49,900.00**



EasyGrantsID: 74255
 National Fish and Wildlife Foundation –
 Refugio Beach Oil Spill Settlement: South
 Coast Shoreline Parks and Outdoor

Recreation Grants Program - 2021, Full Proposal
 Title: Arroyo Burro Beach Park Interpretive Signs Project
 Organization: Santa Barbara County - CSD Parks Division

Subgrant – Per Agreement

Subrecipient	Description	Total Cost

SubTotal **\$0.00**

VI. OTHER DIRECT COSTS **\$0.00**

Type	Purpose	Unit of Measure	Unit Cost	Quantity	Total Cost

VII. TOTAL DIRECT COSTS **\$49,900.00**

VIII. INDIRECT COSTS **\$0.00**

Explanation of Modified Total Direct Cost Base(MTDC)	Rate Type	NICRA Expiration	\$MTDC	Rate(%)	Total Cost

IX. TOTAL PROJECT COSTS **\$49,900.00**



EasyGrantsID: 74255

National Fish and Wildlife Foundation –
Refugio Beach Oil Spill Settlement: South
Coast Shoreline Parks and Outdoor

Recreation Grants Program - 2021, Full Proposal
Title: Arroyo Burro Beach Park Interpretive Signs Project
Organization: Santa Barbara County - CSD Parks Division

Budget Narrative

Budget Narrative:

1. Personnel

Personnel -

2. Travel

Domestic Airfare - Per Flight -

International Airfare - Per Flight -

Train - Per Ticket -

Rental Car - Per Day -

Taxis - Per Trip -

Mileage - Per Mile -

Gasoline - Per Gallon -

Per Diem (M&IE) - Per Day -

Lodging - Per Night -

Meals (No M&IE) - Per Meal -



Recreation Grants Program - 2021, Full Proposal
Title: Arroyo Burro Beach Park Interpretive Signs Project
Organization: Santa Barbara County - CSD Parks Division

3. Equipment

Equipment -

4. Materials and Supplies

Materials and Supplies -

5. Contractual Services

Subcontract/Contract - Per Agreement -

Lead design and construction management consultant (anticipated \$29,400) will coordinate and oversee the graphics design contractor (anticipated \$7,500), the interpretive panel frame and hardware (anticipated \$10,000) and the interpretive panel installation/landscape contractor (anticipated \$3,000). The lead design and management consultant will manage and pass through funds to all contractors.

Subgrant - Per Agreement -

6. Other Direct Costs

Other Direct Costs -



NFWF

Recreation Grants Program - 2021, Full Proposal
Title: Arroyo Burro Beach Park Interpretive Signs Project
Organization: Santa Barbara County - CSD Parks Division

EasyGrantsID: 74255
National Fish and Wildlife Foundation –
Refugio Beach Oil Spill Settlement: South
Coast Shoreline Parks and Outdoor

7. Indirect Costs

Indirect Costs -



NFWF

EasyGrantsID: 74255

National Fish and Wildlife Foundation – Refugio Beach Oil Spill Settlement: South Coast
Shoreline Parks and Outdoor Recreation Grants Program - 2021, Full Proposal

Title: Arroyo Burro Beach Park Interpretive Signs Project

Organization: Santa Barbara County - CSD Parks Division

Matching Contributions

Matching Contribution Amount:	\$5,000.00
Type:	In-kind
Status:	Pledged
Source:	County CCD Park Funds
Source Type:	Non-Federal
Description:	Santa Barbara County Community Services Department Parks Division will provide county staff services for preparation and submission of the CEQA Notice of Exemption and (or) NEPA documentation, and project and grant management services.

Total Amount of Matching Contributions:	\$5,000.00
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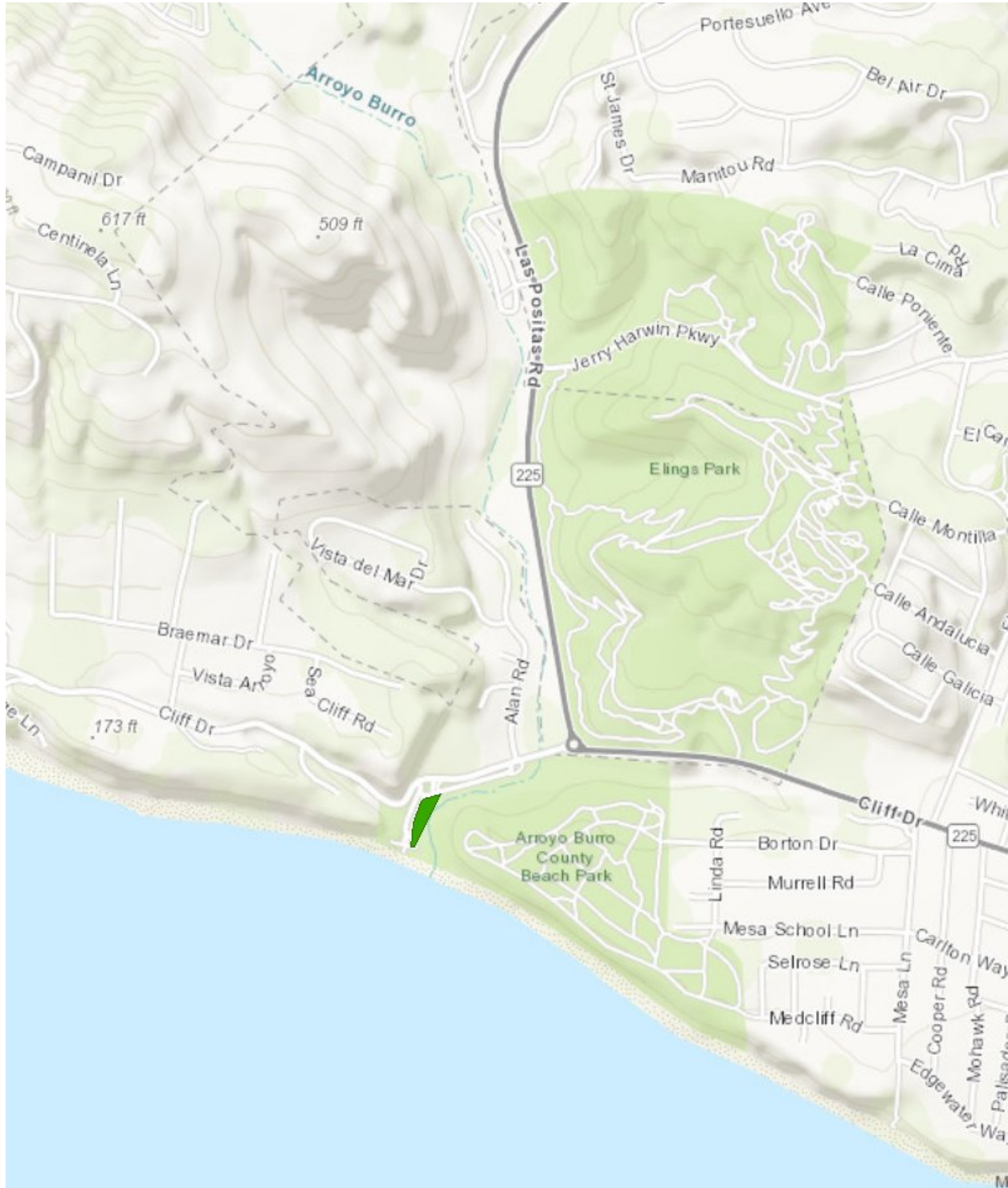
NFWF

EasyGrantsID: 74255

National Fish and Wildlife Foundation – Refugio Beach Oil Spill Settlement: South Coast
Shoreline Parks and Outdoor Recreation Grants Program - 2021, Full Proposal

Title: Arroyo Burro Beach Park Interpretive Signs Project

Organization: Santa Barbara County - CSD Parks Division





EasyGrantsID: 74255

National Fish and Wildlife Foundation – Refugio Beach Oil Spill Settlement: South Coast
Shoreline Parks and Outdoor Recreation Grants Program - 2021, Full Proposal

Title: Arroyo Burro Beach Park Interpretive Signs Project

Organization: Santa Barbara County - CSD Parks Division

The following pages contain the uploaded documents, in the order shown below, as provided by the applicant:

Upload Type	File Name	Uploaded By	Uploaded Date
Refugio Full Proposal Narrative 2021	Full Proposal Narrative_AB Int Panels.pdf	Van Wie, Jill	04/04/2022
Board of Trustees, Directors, or equivalent	Santa Barbara County Board of Supervisors_04 04 22022.pdf	Van Wie, Jill	04/04/2022
Board of Trustees, Directors, or equivalent	SBC BOS District Map_04 04 22.pdf	Van Wie, Jill	04/04/2022
Statement of Litigation	Statement of Litigation_Santa Barbara County.pdf	Van Wie, Jill	04/04/2022
Applicant Controls Questionnaire	ApplicantControlsQuestionnaire_Santa Barbara County.pdf	Van Wie, Jill	04/04/2022

The following uploads do not have the same headers and footers as the previous sections of this document in order to preserve the integrity of the actual files uploaded.



Arroyo Burro Interpretive Signs Full-proposal Project Narrative

1. **Recreational Benefits:** Shoreline and near-shore recreation
2. **Project Location:** Santa Barbara County downcoast of Coal Oil Point Nature Reserve
3. **Abstract (1 page maximum):** Provide a brief description of the project, including its primary activities, the need for the project, the degree of urgency (if any) addressed by the project, and the project's objectives and expected recreational benefits to the public.

The Santa Barbara County Community Services Department, Parks Division (County) is applying to the South Coast Shoreline Parks and Outdoor Recreation Grants Program to acquire funds to hire a contractor to assist with the content development, design, manufacturing, and installation of nine (9) 18 inch by 18-inch interpretive signs. The County Parks Division staff will oversee and provide direction to the contractor. Primary project activities to be completed by the County and the contractor are anticipated to be: 1) sign content scoping and development; 2) initial drafting and sketching of signs; 3) draft and finalize sign designs and graphics; 4) manufacturing of sign panels and purchasing of hardware; 5) sign installation along the Arroyo Burro Estuary boardwalk.

4. **Project Benefit(s):** Elaborate on the short-term and long-term recreational benefits to the public expected from the project (which were likely summarized in the Abstract), including what makes them achievable and important. Also, describe the benchmarks that will be used to measure the project's success.

Arroyo Burro Beach was directly impacted by the Refugio Oil Spill. The crude oil released from the ruptured pipeline migrated downcoast, including at Arroyo Burro Beach, and caused damage to marine plants and wildlife, reduced visitation, and losses in revenues for the County and local businesses. By creating interpretive signage, this project will support efforts to enhance the recreational experience of visitors and educate them about the local coastal flora, fauna, watershed and coastal processes and impacts.

Short-term and long-term benefits include enhancing recreational experience, education, and fostering environmental stewardship on Arroyo Burro Beach and other coastal areas. The signs will inform, guide, and give meaning to the visitor's experience by creating an impression and setting a tone for environmental awareness. The interpretive signs will encourage visitors to discover the area and convey information about local natural resources in the watershed, estuary and marine ecosystems by telling stories of emotional and intellectual meaning for visitors.

Effective interpretation inspires visitors to: (1) respect others and the natural landscape, (2) learn more about resource issues and become informed, participatory stewards, and (3) reduce their environmental footprint and implement sustainable operations at home and in their communities. Interpretation can reduce vandalism, decrease wildfires, protect wildlife and cultural artifacts, and enable visitors to become more appreciative of an area's natural and cultural resources.

The tasks outlined in the *Activities* section (below) describe benchmarks that will be used to measure the project's success.



NFWF

5. Continuing Project: Indicate whether this project is a continuation or expansion of an existing project and provide information on the status and results/outcomes of the previous work.

The County has recently finished renovation and improvement projects at Arroyo Burro Beach Park including a 2,100-foot boardwalk that was completed in 2017. The boardwalk connects the parking areas to the beach, and runs along Arroyo Burro Creek Estuary. The proposed project would install interpretive signs for three themes at sites along the boardwalk overlooking the Arroyo Burro Estuary. This boardwalk and the Arroyo Burro Estuary provide a unique interpretive opportunity for the County to educate and enhance the recreational experience for the visitors to this popular beach. The Arroyo Burro Creek and estuary are habitat for the endangered Southern California Steelhead Trout and the endangered Tidewater Goby, as well as supporting numerous riparian plant and wildlife species. At any time, on any given day, multiple species of birds can be seen from the boardwalk. The proposed interpretive signs will provide interesting facts about the watershed, estuary, and ocean ecosystems, and describe wildlife species that the visitors will be able to observe from the boardwalk.

6. Activities: Provide a workplan of activities that will be undertaken with the requested funds. Explain how these activities further the short-term and long-term benefits to the public described above. Provide greater elaboration on the primary activities. Identify any permits that are needed to complete the project, and whether those permits have been obtained or the timeline by which they are expected to be obtained.

The County is applying to the South Coast Shoreline Parks and Outdoor Recreation Grants Program to acquire funds to hire a contractor to assist with the content development, design, manufacturing, and installation of the interpretive signs. The County Parks Division staff will oversee and provide direction to the contractor. The signs developed and installed through the proposed project are anticipated to have three specific themes focused on the ecosystems of the Arroyo Burro Creek Watershed and areas surrounding the Arroyo Burro Beach Park:

1. The upper watershed leading to the estuary will be the focus of three of the signs and include information on the physical characteristics of the watershed, native plants and animal species, the benefit of natural watershed processes in improving water quality, and factors that impact watershed health.
2. Another three interpretive signs will focus on the estuary and include education on local bird species that can be observed, facts about the endangered Tidewater Goby, and the benefits and unique ecosystem characteristics of local estuaries.
3. Lastly, three of the signs will focus on the shoreline and ocean ecosystems and include information such as wildlife species that can be seen on the beach, fish that are present in the surf zone, and other unique facts about the Santa Barbara Channel.

The objective of these sign themes would be to educate visitors on the ecosystems and habitats that they are walking past along the boardwalk on their way to the beach, starting with the upper watershed, to the estuary, and then the ocean.

Primary project activities and tasks to be completed by the County and the contractor are:

Task 1 – Sign content scoping and development



This task will involve a kickoff meeting to comment on initial ideas for sign content. Stakeholder groups such as the South Coast Watershed Resource Center will be engaged to gather input on specific interpretive sign content including unique species that are regularly seen in the watershed, estuary, or along the coast.

Task 2 – Initial drafting and sketching of signs

This task will involve generating initial sketches of signs including content. Once drafted, the County and project partners and stakeholders will have an opportunity to comment on the content ideas. Comments will be incorporated to the extent possible before moving on to graphics design.

Task 3 – Draft and finalize sign designs and graphics

The draft content ideas will be developed with graphics design to include thematic coloring and borders, and include pictures and illustrations, if necessary. The graphics design task will involve a proofing phase where a draft will be produced and the County and stakeholders will have an opportunity to comment on the overall design, including colors and other design elements. Comments on designs will be incorporated and signs finalized.

Task 4 – Manufacturing of sign panels and purchasing of hardware

The County will sign off on sign designs before manufacturing of panels begins. Panels are expected to be up to 18” square in size. They are anticipated to be mounted in powder coated aluminum frames with tamperproof screws, though other materials appropriate for coastal applications, e.g., Trex, will be considered.

Task 5 – Sign installation along the Arroyo Burro Estuary boardwalk

Signs will be installed along the boardwalk leading from the parking area to Arroyo Burro Beach. Signs are anticipated to be attached to the existing railing along the boardwalk using mounting brackets and tamperproof hardware. Signs relating to the watershed will be placed furthest from the coast, signs relating to the estuary will be placed in the middle, and signs relating to the ocean and coast will be placed closest to the beach. As budget permits, landscaping maintenance may be conducted during installation to make sure sign locations are free of vegetation overgrowth.

7. Land Ownership: Indicate whether your organization owns the land where the project will be implemented. If it does not, to the extent applicable, indicate whether the landowner supports the proposed project.

The County owns Arroyo Burro Beach Park.

8. Maintenance and Oversight: Describe the approach to protect the project and resulting project benefits in the long-term, if applicable.

The panels will be weather proof and graffiti resistant with a 10-year warranty. The panels will be mounted in frames with tamper proof hardware. The panel hardware and frames are a long-term investment and new panels can easily be inserted into the frames if old panels are damaged. The designs generated through this project will also be retained by the County so that if panels are damaged the County can simply replace them. By reusing the designs, the County would be able to have new panels manufactured and inserted into the existing frames and mounting hardware at a fraction of the original project cost.



9. Subcontractor(s): Identify activities that are intended to be conducted by subcontractors. Provide complete name and address of all subcontractors, if applicable.

It is anticipated that all of the work will be completed by subcontractors, including the panel content development, graphics design, manufacturing and logistical management, and installation of the panels. The lead sub-contractor is Blue Tomorrow, LLC. Their office is at 411 East Canon Perdido Street, Santa Barbara, CA 93101.

10. Organization's Qualifications and Experience: Describe the skills and experience of your organization and staff associated with implementing this type of project.

The County of Santa Barbara Community Services Department park and open space system has 24 day use parks, 2 camping parks, 45 open spaces and 12 beach areas covering over 8,600 acres throughout the county. The County implements and manages over \$5 million in capital and maintenance projects per year across the park system, and manages approximately five local, state and federal grants per year. County staff associated with implementing this project has over twenty years of experience in project management, and currently oversees a \$240 million capital program. The most recent project of this type was installation of interpretive panels at Guadalupe Dunes Reserve in 2019 as part of the Guadalupe Dunes Preserve Public Access Revitalization Project funded by a National Fish and Wildlife Foundation grant.

11. Organization's Mission and Goals: Briefly describe your organization's mission and goals and how this project will help accomplish them.

The County of Santa Barbara Community Services Department's goal is to connect people to opportunities; as such, the mission statement is to 'provide community, cultural and recreational resources that sustain and enhance quality of life for all who live, work and play in Santa Barbara County.' Arroyo Burro Beach Park alone sees almost 1.25 million visitors per year. Installation of interpretive panels along a well-traveled boardwalk that runs along a coastal estuary will help accomplish the goal of connecting and educating people to our imperative local coastal flora, fauna, watershed and coastal processes.

12. Partners: Elaborate on opportunities (if any) for collaboration with other entities.

The County is enthusiastic about the possibility of working with a local small business, Blue Tomorrow, LLC., who will act as the lead contractor. Through this project the Explore Ecology – South Coast Watershed Resource Center located at Arroyo Burro Beach will be consulted as a stakeholder to provide input on the signs.



Santa Barbara County Board of Supervisors

The Board of Supervisors of the County of Santa Barbara is comprised of five elected officials representing each of the five supervisory districts in the County. Each board member is [elected for a four-year term](#). The position of Chairperson rotates annually among the five members.

The Board generally convenes in regular session on several Tuesdays each month, with the second Tuesday meeting of the month held in Santa Maria. The Board sets policy for County departments, oversees the County budget, and adopts ordinances on local matters and establishes land use policies that affect unincorporated areas.

Our Mission: ***Provide quality public services to the people of Santa Barbara County in response to their need for a healthy, safe, and prosperous environment; and to establish and maintain a workforce which reflects the diversity of the community.***

Board of Supervisors Online Resources:

- [Board of Supervisors 2022 Meeting Schedule](#)
- [Live and Archived Meeting Videos](#)
- [Agendas And Minutes](#) [↗](#)
- [Clerk of the Board](#)
- [Find My District](#)
- [District Maps](#)

District Map

Public Notice Regarding Adopted County Supervisorial District Map

On December 13, the Citizens Independent Redistricting Commission adopted its [final preferred supervisorial district map](#) that will go into effect on January 13, 2022. Until the new District and Political maps can be accessed on the County Surveyor and Elections websites, the public can review the adopted changes and check the district location of their address. To do so, click on the interactive adopted map linked above and enter an address in the search window. To compare and contrast the current and newly adopted boundaries, add the layer called "Current Plan." For information about the county redistricting process, past agendas and draft maps

SUPERVISORS

1st District: Das Williams, Vice Chair

Phone: (805) 568-2186
E-mail: dwilliams@countyofsb.org
Website: [Das Williams](#)

2nd District: Gregg Hart

Phone: (805) 568-2191
E-mail: ghart@countyofsb.org
Website: [Gregg Hart](#)

3rd District: Joan Hartmann, Chair

Phone: (805) 568-2192
Solvang: (805) 686-5095
E-mail: jhartmann@countyofsb.org
Website: [Joan Hartmann](#)

4th District: Bob Nelson, Chair

Phone: (805) 346-8407
E-mail: bob.nelson@countyofsb.org
Website: [Bob Nelson](#)

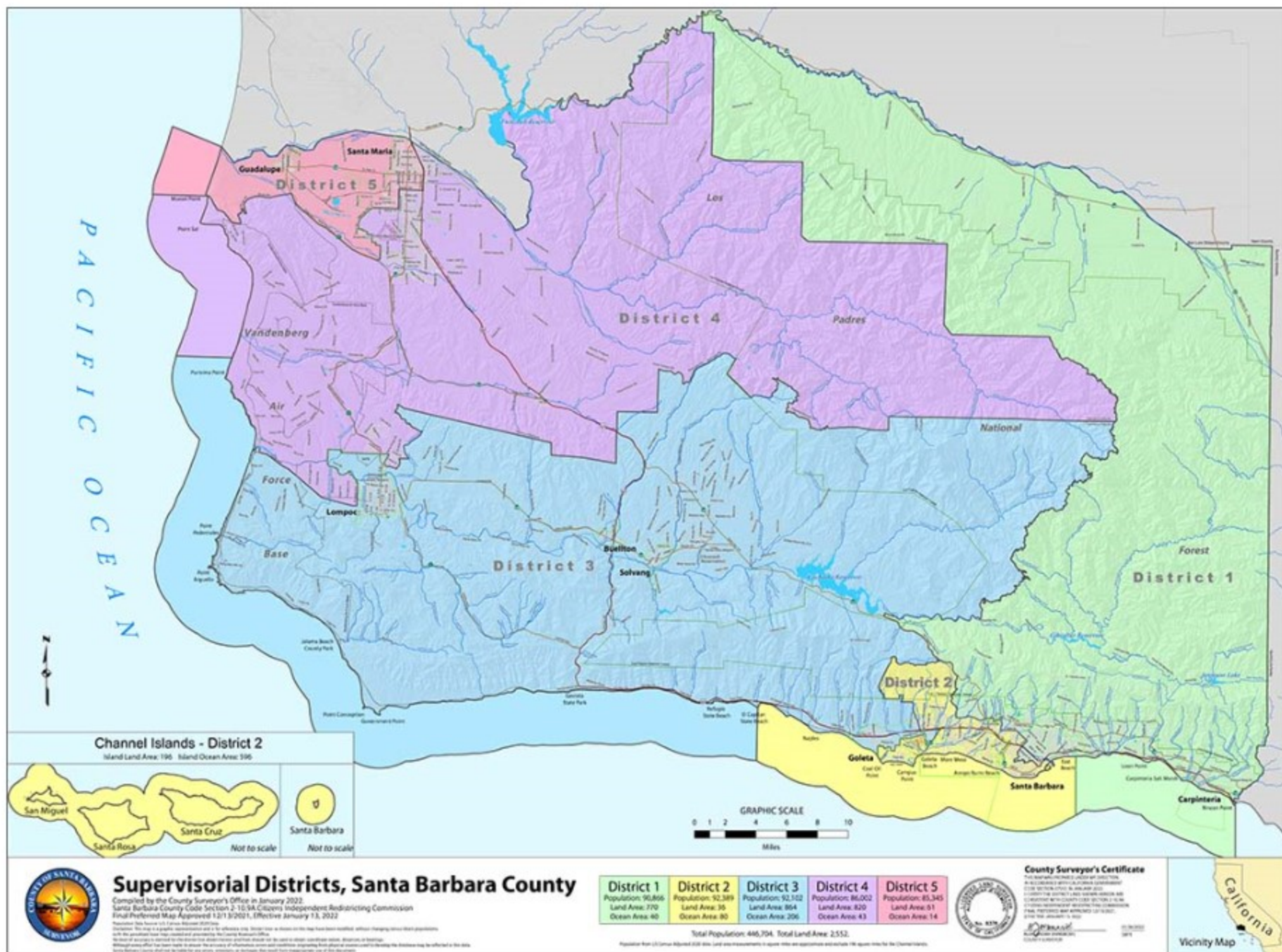
5th District: Steve Lavagnino

Santa Maria: (805) 346-8400
Fax: (805) 346-8404
E-mail: steve.lavagnino@countyofsb.org
Website: [Steve Lavagnino](#)

District Map

Public Notice Regarding Adopted County Supervisorial District Map

On December 13, the Citizens Independent Redistricting Commission adopted its **final preferred supervisorial district map** that will go into effect on January 13, 2022. Until the new District and Political maps can be accessed on the County Surveyor and Elections websites, the public can review the adopted changes and check the district location of their address. To do so, click on the interactive adopted map linked above and enter an address in the search window. To compare and contrast the current and newly adopted boundaries, add the layer called "Current Plan." For information about the county redistricting process, past agendas and draft maps submitted by the public, please go to www.DrawSantaBarbaraCounty.org or send your questions to redistricting@countyofsb.org.





NFWF

Statement of Litigation

Instructions: Save this document on your computer and complete. The final narrative should not exceed two (2) pages; do not delete the text provided below. Once complete, upload this document into the on-line application as instructed.

Litigation: In the space provided below, state any litigation (including bankruptcies) involving your organization and either a federal, state, or local government agency as parties. This includes anticipated litigation, pending litigation, or litigation completed within the past twelve months. Federal, state, and local government applicants are not required to complete this section. If your organization is not involved in any litigation, please state below.

There is no current litigation involving this project site nor with grant agencies that would affect the funding and solvency of this project or Santa Barbara County (County) as a whole. No known current litigation involves bankruptcies of the County or known federal, state, or local government agencies as parties. Santa Barbara County may be involved in various forms of litigation, the majority of which are Closed Public Session items and are included by statement in County Board of Supervisors hearings.

APPLICANT CONTROLS AND CAPABILITIES QUESTIONNAIRE



INSTRUCTIONS: THIS QUESTIONNAIRE IS REQUIRED WITH THE SUBMISSION OF A NFWF FULL PROPOSAL, FOR THE FOLLOWING ORGANIZATION TYPES: NONPROFIT ORGANIZATIONS, STATE, LOCAL & MUNICIPAL GOVERNMENTS, INDIAN TRIBAL GOVERNMENTS, FOR-PROFIT ENTITIES, AND INCORPORATED INDIVIDUALS. PLEASE COMPLETE AND SIGN THE QUESTIONNAIRE IF YOUR ORGANIZATION DOES NOT HAVE A RECENT (WITHIN TWO YEARS) SINGLE AUDIT UPLOADED TO THE FEDERAL AUDIT CLEARINGHOUSE. DO NOT INCLUDE COPIES OF POLICIES OR PROCEDURES WITH THE SUBMISSION OF THIS FORM.

NFWF UTILIZES THIS QUESTIONNAIRE ALONG WITH A RISK ASSESSMENT TO DETERMINE ELIGIBILITY AND COMPLIANCE REQUIREMENTS, WHICH MAY INCLUDE THE FOLLOWING: ADDITIONAL REPORTING, RESTRICTION OF ADVANCE FUNDING, AND/OR SUBMISSION OF SUPPORTING DOCUMENTATION.

ORGANIZATION LEGAL NAME

ORGANIZATION EIN

1. Does your organization have a Single Audit (within the last 2 years) on file with the Federal Audit Clearinghouse?

- If yes, sign and upload form.
- If no, complete form in its entirety.

2. Has your organization been suspended or debarred from any government contracting process? If yes, please explain.

No.

3. Has your organization managed a federal award before? If yes, provide a summary of your most recent award, including period of performance, awarding agency, federal program, and size of award.

Yes; Santa Barbara County Community Services Department manages approximately five (5) grant awards per year, 40% being federal awards through the Department of Interior Bureau of Reclamation and/or the Housing and Urban Development Community Development Block Grant (CDBG). The most current completed grant award was a \$281, 223 CDBG grant for the Cachuma Lake Marina Restroom ADA Access project which involved the construction of a new ADA ramp and re-construction of doorways to an existing restroom facility for improved public safety and access. The period of performance was March 1, 2021 to March 31, 2022. The project was completed on time and well within budget.

4. Does your organization maintain written accounting policies and procedures applicable to headquarters and, if applicable, field offices? If no, please explain.

Yes.

5. Does your accounting system (or other management system) allow organizational expenses to be tracked: (a) to a specific project on which your organization is working; (b) to specific tasks within that project; and, (c) to specific cost-type categories within each task (e.g., materials, supplies, travel, etc.)? If no, please explain.

APPLICANT CONTROLS AND CAPABILITIES QUESTIONNAIRE



Yes.

6. Does your organization have a timekeeping system or documented process that allows staff time to be tracked: (a) to a particular project on which staff spends time; and, (b) to specific tasks within each project? If no, please explain.

Yes.

7. Does your organization maintain employment agreements or other formal evidence of employment between it and its employees? If no, please explain.

Yes.

8. Does your organization maintain basic property and casualty insurance? If no, please explain.

Yes.

9. Is your organization able to perform the project on a cost-reimbursable basis? If no, please explain by providing the following information: (a) current cash on hand amount, (b) advance funding required, and (c) purpose of advance funding.

Yes.

10. Does your organization maintain a written policy on conflict of interest? Would your organization's policy on conflict of interest operate to notify NFWF if your organization finds that it is unable to satisfactorily manage a conflict of interest pertinent to a NFWF-funded project? If no, please explain.

Yes.

11. Does your organization maintain a written procurement policy? If no, please explain.

Yes.

12. If your proposed project includes contracts and/or sub-recipients, has an appropriate legal/contracting officer at your organization reviewed such elements and confirmed that your organization indeed has the ability to implement the arrangements as envisioned?

Yes.

13. Does your organization maintain written policies for property management and do you perform inventory audits/verifications on a regular basis? [APPLICABLE TO PROJECTS WITH EQUIPMENT OR SUPPLIES BUDGETED]

Yes.

14. In the past three (3) years has your organization, or any unit or office thereof, been audited by an external donor/funder or agent thereof? (This would include, but not be limited to, audits of your organization by governmental entities.) If yes, please list all such audits.

None known for the Santa Barbara County Community Services Department.

APPLICANT CONTROLS AND CAPABILITIES QUESTIONNAIRE



I certify to the best of my knowledge and belief that the above information is true, complete, and accurate and that I am authorized to submit on behalf of the organization represented above.

SIGNATURE

Jill Van Wie

NAME AND TITLE

Jill Van Wie, Capital Program and
Grants Manager

Exhibit B
Budget

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EasyGrantsID: 74255
 National Fish and Wildlife Foundation –
 Refugio Beach Oil Spill Settlement: South
 Coast Shoreline Parks and Outdoor

Recreation Grants Program - 2021, Full Proposal
 Title: Arroyo Burro Beach Park Interpretive Signs Project
 Organization: Santa Barbara County - CSD Parks Division

I. PERSONNEL	\$0.00
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Staff Name	Position	Annual Salary	Project Hours	Hourly Rate	LOE (%)	Project Salary	% Fringe	\$ Fringe	Total Personnel

Totals	\$0.00	\$0.00	\$0.00
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II. TRAVEL	\$0.00
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Domestic Airfare – Per Flight

Purpose/Destination	Unit Cost	Quantity	Total Cost

SubTotal			\$0.00
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International Airfare – Per Flight

Purpose/Destination	Unit Cost	Quantity	Total Cost

SubTotal			\$0.00
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Train – Per Ticket

Purpose/Destination	Unit Cost	Quantity	Total Cost

SubTotal			\$0.00
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 National Fish and Wildlife Foundation –
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 Coast Shoreline Parks and Outdoor

Recreation Grants Program - 2021, Full Proposal
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 Organization: Santa Barbara County - CSD Parks Division

Rental Car – Per Day

Purpose/Destination	Days/Duration	Unit Cost	Quantity	Total Cost
SubTotal				\$0.00

Taxis – Per Trip

Purpose/Destination	Unit Cost	Quantity	Total Cost
SubTotal			\$0.00

Mileage – Per Mile

Purpose/Destination	Unit Cost	Quantity	Total Cost
SubTotal			\$0.00

Gasoline – Per Gallon

Purpose/Destination	Unit Cost	Quantity	Total Cost
SubTotal			\$0.00

Per Diem (M&IE) – Per Day

Purpose/Destination	Days/Duration	Unit Cost	Quantity	Total Cost
SubTotal				\$0.00



EasyGrantsID: 74255
 National Fish and Wildlife Foundation –
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Recreation Grants Program - 2021, Full Proposal
 Title: Arroyo Burro Beach Park Interpretive Signs Project
 Organization: Santa Barbara County - CSD Parks Division

Lodging – Per Night

Purpose/Destination	Days/Duration	Unit Cost	Quantity	Total Cost

SubTotal **\$0.00**

Meals (no M&IE) – Per Meal

Purpose/Destination	Days/Duration	Unit Cost	Quantity	Total Cost

SubTotal **\$0.00**

III. EQUIPMENT **\$0.00**

Item Name	Description	Unit Cost	Quantity	Total Cost

IV. MATERIALS & SUPPLIES **\$0.00**

Type	Purpose	Unit of Measure	Unit Cost	Quantity	Total Cost

V. CONTRACTUAL SERVICES **\$49,900.00**

Subcontract/Contract – Per Agreement

Contractor Name	Description	Total Cost
Blue Tomorrow	Design and Construction Management	\$49,900.00

SubTotal **\$49,900.00**



EasyGrantsID: 74255
 National Fish and Wildlife Foundation –
 Refugio Beach Oil Spill Settlement: South
 Coast Shoreline Parks and Outdoor

Recreation Grants Program - 2021, Full Proposal
 Title: Arroyo Burro Beach Park Interpretive Signs Project
 Organization: Santa Barbara County - CSD Parks Division

Subgrant – Per Agreement

Subrecipient	Description	Total Cost

SubTotal **\$0.00**

VI. OTHER DIRECT COSTS	\$0.00
-------------------------------	---------------

Type	Purpose	Unit of Measure	Unit Cost	Quantity	Total Cost

VII. TOTAL DIRECT COSTS	\$49,900.00
--------------------------------	--------------------

VIII. INDIRECT COSTS	\$0.00
-----------------------------	---------------

Explanation of Modified Total Direct Cost Base(MTDC)	Rate Type	NICRA Expiration	\$MTDC	Rate(%)	Total Cost

IX. TOTAL PROJECT COSTS	\$49,900.00
--------------------------------	--------------------



EasyGrantsID: 74255
 National Fish and Wildlife Foundation –
 Refugio Beach Oil Spill Settlement: South
 Coast Shoreline Parks and Outdoor

Recreation Grants Program - 2021, Full Proposal
 Title: Arroyo Burro Beach Park Interpretive Signs Project
 Organization: Santa Barbara County - CSD Parks Division

Budget Narrative

Budget Narrative:

1. Personnel

Personnel -

2. Travel

Domestic Airfare - Per Flight -

International Airfare - Per Flight -

Train - Per Ticket -

Rental Car - Per Day -

Taxis - Per Trip -

Mileage - Per Mile -

Gasoline - Per Gallon -

Per Diem (M&IE) - Per Day -

Lodging - Per Night -

Meals (No M&IE) - Per Meal -



Recreation Grants Program - 2021, Full Proposal
Title: Arroyo Burro Beach Park Interpretive Signs Project
Organization: Santa Barbara County - CSD Parks Division

3. Equipment

Equipment -

4. Materials and Supplies

Materials and Supplies -

5. Contractual Services

Subcontract/Contract - Per Agreement -

Lead design and construction management consultant (anticipated \$29,400) will coordinate and oversee the graphics design contractor (anticipated \$7,500), the interpretive panel frame and hardware (anticipated \$10,000) and the interpretive panel installation/landscape contractor (anticipated \$3,000). The lead design and management consultant will manage and pass through funds to all contractors.

Subgrant - Per Agreement -

6. Other Direct Costs

Other Direct Costs -



Recreation Grants Program - 2021, Full Proposal
Title: Arroyo Burro Beach Park Interpretive Signs Project
Organization: Santa Barbara County - CSD Parks Division

EasyGrantsID: 74255
National Fish and Wildlife Foundation –
Refugio Beach Oil Spill Settlement: South
Coast Shoreline Parks and Outdoor

7. Indirect Costs

Indirect Costs -

Exhibit C

Refugio Beach Oil Spill Settlement – South Coast Shoreline Parks and Outdoor Recreation Grants Program Project Requirements

1. Annual Reports:

- a. The annual reports for multi-year projects shall include a description of project results, compared to those planned in the prior year, and discuss any changes or deviations from the Project Description.
- b. Annual reports shall comply with Reporting Requirements (see #3 below).
- c. Annual reports shall use the most current Easygrants template for the Interim Programmatic Report and shall be written with sufficient detail and clarity so that its relevance and importance can be understood by someone unfamiliar with the project.

2. Final Reports:

- a. The Final Programmatic Report shall include: (i) a summary of the work completed on the project; and (ii) a discussion of recreational benefits to the public. The Final Financial Report shall include a final accounting of project expenditures.
- b. The Final Programmatic Report shall comply with Reporting Requirements (see #3 below).
- c. The Final Programmatic Report shall use the current Easygrants template for the Final Programmatic Report and shall be written with sufficient detail and clarity so that its relevance and importance can be understood by someone unfamiliar with the project.

3. Reporting Requirements:

- a. Draft reports shall be provided to NFWF for review and comment prior to finalization and as set forth in Section 7 (Reporting) and Section 8 (Final Reports) of the Agreement.
- b. Annual reports and Final Reports shall incorporate/address all CDFW, CSLC, CDPR, and Regents comments provided on the draft reports.
- c. Annual reports and Final Reports shall include photo documentation, if appropriate, including before and after photos and/or other photos demonstrating work in progress or accomplished.
- d. Accessibility Requirements for Reports
 - i. Shall be submitted in a format suitable for posting in the Refugio Beach

Oil Spill Administrative Record maintained on CDFW-OSPR's webpage (<https://wildlife.ca.gov/OSPR/NRDA/Refugio>).

- ii. Shall be in a PDF or Word format that is accessible by people with disabilities (Compliance with ADA and Section 508 of the Rehabilitation Act of 1973). See Aids to Making Documents Accessible in #5 below.

4. Promotional Materials, External Reports, and Project Signage

- a. Acknowledgment of funding: Promotional materials (pamphlets, newsletters, etc.), external reports, and project signage should acknowledge funding by including an attribution such as, "Funding for this project was provided (in part) by the Refugio Beach Oil Spill South Coast Shoreline Parks and Outdoor Recreation Grants Program overseen by the Refugio Beach Oil Spill Trustee Council."

5. Aids in Making Documents Accessible

a. Accessibility Mandate

Web accessibility refers to the inclusive practice of making websites usable by people of all abilities and disabilities. All U.S. federal agencies were mandated under Section 508 of the U.S. Rehabilitation Act to make their websites accessible to federal employees and to the public. California Government Code 11135, Section D, mandates that all electronic and information technology developed by state governmental agencies is accessible to people with disabilities.

Additional information:

Section 508 policy:

<http://www.adobe.com/accessibility/508standards.html>

State of California's Accessibility Standards

<https://webstandards.ca.gov/accessibility/>

Accessibility Definition – Wikipedia

http://en.wikipedia.org/wiki/Web_accessibility

b. Adobe Quick Reference Guide

The following link provides helpful suggestions for creating accessible Word documents. Included are suggestions on formatting, headings, alternate text, text

boxes, lists, etc.

(If these suggestions are applied, we can easily convert Word documents to accessible PDF's.)

Adobe Quick Reference Guide: Preparing Microsoft Word Documents to Create Accessible PDF Files

<https://helpx.adobe.com/acrobat/using/creating-accessible-pdfs.html>